

AMENDMENT NO. 1

TO CONSULTANT RETAINER AGREEMENT

THIS AMENDMENT TO THE CONSULTANT RETAINER AGREEMENT (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and BARR & CLARK, INC., a California Corporation (“Consultant”) is effective as of the 1st day of January, 2019.

RECITALS

A. City and Consultant entered into that certain Consultant Retainer Agreement dated January 1, 2016 (“Agreement”) whereby Consultant agreed to perform certain lead-based paint and asbestos inspection services and project coordination tasks for the City as necessary for the completion of rehabilitation projects as part of the City’s rehabilitation program.

B. The original term of the Agreement was for three years, commencing January 1, 2016, and terminating December 31, 2018, with the City having the option to extend the Agreement for one additional year at its sole discretion.

C. The original contract sum of the Agreement was \$150,000, as set forth in Section 2.1 of the Agreement. However, the Agreement also contained an inadvertent and erroneous reference to a different contract sum figure in Section V of Exhibit C (Schedule of Compensation). City and Consultant now desire to amend the Agreement to correct this mistake.

D. City now desires to exercise its option to extend the Agreement for one additional year. Accordingly, City and Consultant now desire to amend the Agreement to extend its Term for one additional year, commencing January 1, 2019 and terminating December 31, 2019, in order to effectuate the City’s exercise of the option, and to increase the contract sum by \$50,000, from \$150,000 to \$200,000, as compensation for the additional year of Consultant’s services under the Agreement.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is indicated in *bold italic* and deleted text is in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is amended as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Fifty~~ *Two Hundred* Thousand Dollars (~~\$150,000.00~~ *\$200,000*) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

EXHIBIT NO. 2

B. Section 3.4 (Term) of the Agreement is amended as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a period of ~~three (3)~~ **four (4)** years, ending December 31, ~~2018~~ **2019**, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~City shall have the option to, at its sole discretion, extend this Agreement for one (1) additional year.~~

C. Section 4.3 (Contract Officer) of the Agreement is amended as follows:

“4.3 Contract Officer

The Contract Officer shall be **City’s Director of Community Development, ~~John Raymond Saied Naaseh~~**, or such other person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

D. Section V of Exhibit “C” (Schedule of Compensation) is amended as follows:

V. The total compensation for the Services shall not exceed \$544,785.00 **\$200,000.00**, as provided in Section 2.1 of this Agreement.

2. Continuing Effect of Agreement. Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

BARR & CLARK, INC., a California corporation

By: _____
Name: Matt Crochet
Title: President

By: _____
Name: Jordyn Codde
Title: Secretary

Address: 12684 Hoover Street
Garden Grove, California 92841
Telephone: (714) 894-5700

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	_____
	DATE OF DOCUMENT

	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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