

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and BRI CONSULTING GROUP, INC., a Texas corporation (“Consultant”) is effective as of the ____ day of _____, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 31, 2021 (“Agreement”) whereby Consultant agreed to provide the City of Carson with review and analysis of oil engineering reports for Marathon and Phillips 66 oil refineries and their impacts on oil tax audit reports previously prepared by Consultant for a total not-to-exceed contract amount of \$24,999 for a Term of 1 year; and

B. City and Consultant now desire to expand the Scope of Services to include tax compliance reviews of Marathon, Phillips 66, Kinder Morgan, and Equilon for compliance with the Oil Industry Business License Tax as allowed by Carson Municipal Code Section 63516 (“Additional Services”); and

C. In order for Consultant to perform the Additional Services, the Term of the Agreement must be extended to February 29, 2024 and the Contract Sum increased by \$225,001; and

D. By this Amendment No. 1, City and Consultant now desire to amend the Agreement to (1) expand the Scope of Services to include the Additional Services, (2) extend the Term to expire February 29, 2024, and (3) increase the Contract Sum to a total not-to-exceed amount of \$250,000 to cover such expanded scope.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. **Section 2.1, Contract Sum, of the Agreement is hereby amended to read in its entirety as follows:**

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$24,999.00)~~ *Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)* (“Contract Sum”).

B. Section 3.4, Term, of the Agreement is hereby amended to read 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 until completion of the services but not exceeding ~~one (1) year from the date hereof~~ **February 29, 2024**, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

C. Exhibit A, Scope of Services, is hereby amended to include the Additional Services attached hereto as Exhibit A-1.

D. Section I. of Exhibit C, Schedule of Compensation, of the Agreement is hereby amended to read in its entirety as follows:

“I. **A. For the Services in Section I. of Exhibit A**, Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

B. Consultant shall perform the Services in Exhibit A-1 at the following rates:

	<i>SUB-BUDGET*</i>
<i>Marathon</i>	<i>\$112,500</i>
<i>Phillips 66</i>	<i>\$67,500</i>
<i>Kinder Morgan</i>	<i>\$22,500</i>
<i>Equilon</i>	<i>\$22,500</i>
<i>Total</i>	<i>\$225,000</i>

****Sub-budgets are estimates based on the complexity of the Services in Exhibit A-1.***

E. Section IV. of Exhibit C, Schedule of Compensation, of the Agreement is hereby revised to read as follows:

“IV. The total compensation for the Services shall not exceed ~~\$24,999~~ **\$250,000**, as provided in Section 2.1 of the Agreement.”

F. Section V. is added to Exhibit C, Schedule of Compensation, of the Agreement as follows:

“V. *The Consultant’s billing rates for all personnel are attached as Exhibit C-1.*”

G. Section I. of Exhibit D, Schedule of Performance, of the Agreement is hereby amended to read in its entirety as follows:

“I. A. Consultant shall perform the Services *in Section I. of Exhibit A* on an on-call basis as set forth in Exhibit A.

B. Consultant shall complete the Services in Exhibit A-1 by February 29, 2024.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

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 and Amendment No. 1. 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 and Amendment No. 1. 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 No. 1, 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 No. 1, 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 No. 1.

5. **Authority.** The persons executing this Amendment No. 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

BRI CONSULTING GROUP, INC., a Texas corporation

By:_____
Name: Keith R. McCarthy
Title: President

By:_____
Name: Meredith A. McCarthy
Title: Corporate Secretary

Address: 1616 S. Voss Road, Suite 845
Houston, Texas 77057

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 _____, 2022 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	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

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On _____, 2022 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: _____

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<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<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

EXHIBIT “A-1”
SCOPE OF SERVICES

- I. Consultant will serve as the City’s auditor for the Oil Industry Business License Tax (“Services”), as allowed by Carson Municipal Code Section 63516, with respect to Marathon, Phillips 66, Kinder Morgan, and Equilon (the “Tax Payers”):**
 - A. Upon authorization notice from the City of Carson to Marathon, Phillips 66, Kinder Morgan, and Equilon, Consultant will contact the Tax Payers and work to schedule the field work at a mutually convenient time.
 - B. Request from both City and Tax Payers the necessary supporting documents needed to conduct the review, schedule staff, and make any necessary travel arrangements.
 - C. Relying on the accuracy and completeness of the information provided by both the Tax Payers, Consultant will perform those tests deemed necessary to verify that the Gross Receipts tax returns filed between July 2018 and December 2021 adhere to the terms of the tax legislation and that all Gross Receipts are being properly included and fairly priced in the calculation of the tax.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. A written and electronic report outlining the results of the reviews and identifying any under or over payments will be provided at the conclusion of our work along with a complete set of work papers including full support for any exceptions noted, listing of information requests and tax payer’s responses, along with other supporting documents and communications.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Consultant will provide periodic status reports to the Contract Officer indicating the progress of the audits along with any exceptions that are identified during the review.
 - B. Any anticipated delays in completing the review will be immediately communicated to the Contract Officer.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Keith McCarthy, President
 - B. Steve Wofford, Audit Manager

C. Angelica Pomykal, Sr. Auditor