

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and STREAM, KIM, HICKS, WRAGE, AND ALFARO, P.C., a California professional corporation (“Consultant”), is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 1, 2022 (“Agreement”), whereby Consultant agreed to provide certain workplace investigation services as set forth in Exhibit “A” of the Agreement (the “Services”).

B. The Contract Sum set forth in the Agreement was \$24,999, which at the time the Agreement was entered into was estimated to be sufficient to fund performance of the Services to completion at Consultant’s hourly rates set forth in the Schedule of Compensation (Exhibit “C” of the Agreement). However, due to the need to conduct additional witness/participant interviews beyond what was anticipated when entering into the Agreement, Consultant incurred total costs of almost \$32,000 to perform the Services. Accordingly, City and Consultant now desire to amend the Agreement to increase the Contract Sum from \$24,999 to \$32,000 to fund performance of the Services to completion.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~striketrough~~).

A. The first paragraph of Section 2.1 (“Contract Sum”) is amended as follows:

“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 ***Thirty-Two Thousand Dollars (\$32,000)*** ~~Twenty-Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999)~~ (“Contract Sum”), except as provided in Section 1.6.”

B. Section III (“Contract Sum”) of Exhibit “C” (“Schedule of Compensation”) is amended as follows:

“Consultant shall inform the Contract Officer, in writing, before the total amount of services and/or expenses reaches the Contract Sum described in Section 2.1 of this Agreement. The total compensation for the Services for the initial term shall not exceed ***\$32,000*** ~~\$24,999~~, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, 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, and ratify and reaffirm the validity of the Agreement effective as of the Agreement date irrespective of any defect or irregularity in the original approval or execution thereof. 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 Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of the Amendment, and (iv) the entering into this Amendment 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 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  
[brj]

**CONSULTANT:**

STREAM, KIM, HICKS, WRAGE, AND  
ALFARO, P.C., a California professional  
corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address: 3403 Tenth Street, Suite 700  
Riverside, CA 92501

**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. 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.**