

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the City of Carson, a California municipal corporation (“City”), and Hinderliter, de Llamas and Associates, a California corporation (“Consultant”), is effective as of the _____ day of May, 2024. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated May 18, 2021 (“Agreement”), whereby Consultant agreed to provide City services to obtain and collect sales and use tax information from appropriate government agencies and to furnish all such information to the City. The term under the Agreement will expire May 17, 2024 and City has two options to extend the term for additional one-year terms. The Contract Sum under the Agreement is for an amount not to exceed \$28,800 plus 15% of new sales and use tax revenue recovered by Consultant on behalf of the City.

B. City and Consultant entered into Amendment No.1 to Agreement for Contract Services (“Amendment No. 1”) to expand the Scope of Services to enable Consultant to provide services to obtain and collect sales or transactions and use tax information related to Measure “K” from appropriate government agencies and to furnish all such information to the City, for an additional not to exceed amount of \$4,000 bringing the adjusted Contract Sum to an amount not to exceed \$32,800, plus 25% of new sales or transactions and use tax revenue recovered by Consultant on behalf of the City and Consumer Price Index adjustments.

C. The Parties now seek to again amend the Agreement to extend the Term by one (1) year and increase the Contract Sum by \$12,000 (\$9,600 for Sales and Use Tax Management Services and \$2,400 for Sales or Transactions and Use Tax Services), thereby bringing the adjusted Contract Sum to \$44,800.

TERMS

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

A. **Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety 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 *Forty Four* ~~Thirty Two~~ Thousand Eight Hundred Dollars (~~\$44,800~~~~\$32,800~~) plus 15% of new sales

and use tax revenue recovered by Consultant pursuant to Section I and 25% of new sales or transactions and use tax revenue (Measure K) recovered by Consultant plus certain Consumer Price Index adjustments pursuant to Section II, of Exhibit C, Schedule of Compensation of this Agreement (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety 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 *four* ~~three~~ (~~43~~) years from the date hereof which is May 17, 2025~~4~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”). City may, in its sole discretion, extend the term of the Agreement for *one* ~~two~~ (~~12~~) additional one-year terms, with the ~~first~~ extension period expiring on May 17, 2026~~5~~ and the ~~second~~ extension period expiring on May 17, 2026.”

C. Section VI. of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

“The total compensation for the Services shall not exceed ~~\$44,800~~~~\$32,800~~ plus 15% of all amounts recovered under Section I and 25% of all amounts recovered and CPI adjustments made under Section II, of this Exhibit C, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and 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. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and 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. 2, 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. 2, 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. 2.

5. **Authority.** The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 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
[rjl]

CONTRACTOR:

HINDERLITER, DE LLAMAS
AND ASSOCIATES, a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Two corporate officer signatures required when Contractor 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. CONTRACTOR’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 CONTRACTOR’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 _____, 2024 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.

<input type="checkbox"/> 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	TITLE OR TYPE OF DOCUMENT
<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: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

