

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 HDL Coren & Cone, a California corporation (“Consultant”) is effective as of the 7th 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 Contractual Services dated May 18, 2021 (“Agreement”) whereby Consultant agreed to obtain and collect property tax information from appropriate government agencies and provide all such information to the City, for a not to exceed contract sum of \$50,459.00 plus 25% of net property tax revenues recovered by Consultant not to exceed \$10,000.00. The three-year term under the Agreement will expire May 17, 2024 and City has two options to extend the term for additional one-year terms.

B. The Parties now seek to amend the Agreement to extend the term by one (1) year and increase the Contract Sum by \$17,840.00, thereby bringing the adjusted Contract Sum to \$68,299.00 plus 25% of net property tax revenues recovered by Consultant not to exceed \$10,000.00.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text 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 *Sixty Eight* ~~Fifty~~ Thousand *Two* ~~Four~~ Hundred *Ninety* ~~Fifty~~ Nine Dollars (*\$68,299.00* ~~\$50,459.00~~) plus 25% of net property tax revenues recovered by Consultant not to exceed \$10,000 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, except as otherwise provided in the Schedule of Performance (Exhibit “D”). City, in its sole discretion, has the option to extend the term in writing for ~~one up to two~~ (12) additional one-year periods.”

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

See attached.

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.

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. Each party represents and warrants to the other that the Agreement, as amended by this Amendment, 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 this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below.

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]

CONSULTANT:

HDL COREN & CONE, a California corporation

By:_____
Name: Paula Cone
Title: President

By:_____
Name: Nichole Cone-Morishita
Title: CFO

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 _____, 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.

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

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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: _____

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<input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
_____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT

_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at the following rates:

	RATE	ANNUAL BUDGET
Property Tax Audit FY 21-22	\$1,360.42 per month	\$16,325
Property Tax Audit FY 22-23	\$1,401.25 per month	\$16,815
Property Tax Audit FY 23-24	\$1,443.25 per month	\$17,319
Total		\$50,459
<i>Property Tax Audit FY 24-25</i>	<i>\$1,486.67 per month</i>	<i>\$17,840*</i>
<i>Property Tax Audit FY 25-26</i>	<i>\$1,531.25 per month</i>	<i>\$18,375**</i>
TOTAL IF BOTH OPTIONS TO EXTEND ARE EXERCISED		\$86,674

**If first option to extend is exercised*

*** If second option to extend is exercised*

II. Property Tax Recovery Fees

In addition to the above, Consultant shall receive an additional 25% of net tax revenues recovered for the City in the audits performed over the period of time allowable by State statute (current year and three (3) prior lien date years). Net tax revenues mean the revenue allocated due to the value recovered, times 1% times the City’s share of the 1% revenue. In the Successor Agency, any recoveries would be net of pass through payments and any other obligations with first call on the recovered revenue. The recovery fees shall not exceed \$10,000.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. N/A.

IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the

Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

- V. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- VI. Total compensation for the Services shall not exceed ~~\$68,299.00~~ ~~\$50,459.00~~ plus 25% of net property tax revenues recovered by Consultant not to exceed \$10,000, as provided in Section 2.1 of this Agreement.**
- VII. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**