

EXHIBIT NO. 1

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and KILEY & ASSOCIATES, LLC, a Delaware limited liability company (“Consultant”), is effective as of the 29th day of January, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 29, 2021 (“Agreement”), whereby Consultant agreed to provide federal legislative advocacy services on behalf of the City.

B. Pursuant to Section 3.4 of the Agreement, the initial term of the Agreement is for three years, from January 29, 2021 to January 29, 2024 (unless earlier terminated in accordance with Article 7 of the Agreement), with City options to extend the term for up to two additional one-year extension periods upon execution of a duly authorized written amendment to the Agreement. Pursuant to Section 2.1, the not-to-exceed Contract Sum of the Agreement for the initial three-year term is \$180,000, or \$60,000 per contract year, and in the event City exercises one or both of its options to extend, the compensation for each such one-year extension period shall not exceed \$60,000.

C. City and Consultant now desire to amend the Agreement to exercise City’s first option to extend the term of the Agreement for one year, thereby extending the scheduled expiration date of the Agreement from January 29, 2024, to January 29, 2025, with one City option remaining, and to authorize compensation in an amount not-to-exceed \$60,000 to fund the services for said extension period, thereby increasing the Contract Sum from \$180,000 to \$240,000.

TERMS

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

A. Section 2.1 (“Contract Sum”) is amended as follows:

“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 Thousand Dollars (\$60,000.00) per contract year or *Two Hundred Forty Thousand Dollars (\$240,000)* ~~One Hundred Eighty Thousand Dollars (\$180,000.00)~~ total for the *four-year* ~~initial three-year~~ term of the Agreement (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises ~~one or both~~ of its one-year options to extend the *four-year* ~~initial~~

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~~three-year~~ term of this Agreement pursuant to Section 3.4, the compensation for ~~each~~ such one-year extension period shall not exceed Sixty Thousand Dollars (\$60,000), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4 (“Term”) is amended as follows:

“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 (4)* ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The *four-year* ~~initial three-year~~ term of this Agreement may be extended, at the option of the City, by up to *one* ~~two~~ additional one-year periods, upon execution of a duly authorized written amendment to this Agreement.”

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

“Consultant shall perform all Services for a flat monthly fee of \$5,000 throughout the term of this Agreement (including any extension period, in the event City exercises ~~one or both~~ of its options to extend the term of this Agreement pursuant to Section 3.4).”

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

“The total compensation for the Services shall not exceed *\$240,000* ~~\$180,000~~ over the *four-year* ~~initial three-year~~ term of the Agreement, or \$60,000 annually, 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. 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.

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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.

[SIGNATURES ON FOLLOWING PAGE]

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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:

KILEY & ASSOCIATES, LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 636 North Carolina Ave. SE
Washington, D.C. 20003

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. 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 _____, 2023 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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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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

_____	SIGNER(S) OTHER THAN NAMED ABOVE