

## AMENDMENT NO. 6

### 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 CSG Consultants, Inc., a California corporation (“Consultant”), is effective as of the 19<sup>th</sup> day of April, 2022 (“Effective Date”).

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 6, 2016 (“Agreement”), whereby Consultant agreed to provide On-Call Planning Services.

B. Since the Agreement was initiated, the City has experienced an increased demand for on-call planning services from large development projects. In order to meet this increased demand for on-call planning services, City and Consultant entered into Amendment No. 1 to the Agreement on November 6, 2017, whereby City and Consultant increased the Contract Sum from \$300,000 to \$600,000.

C. In order to meet continued demand for planning services, City and Consultant entered into Amendment No. 2 to the Agreement on March 5, 2019, whereby City and Consultant increased the Contract Sum from \$600,000 to \$821,000.

D. City and Consultant entered into Amendment No. 3 to the Agreement on May 7, 2019, whereby City and Consultant increased the Contract Sum by \$210,000 for a not-to-exceed amount of \$1,031,000, and shortened the term of the Agreement to expire on October 31, 2019, in anticipation of recruiting planning staff to fill vacant positions and decrease use of on-call planning consultants, but retained the existing two one-year options to extend the Agreement term.

E. City and Consultant entered into Amendment No. 4 to the Agreement on September 17, 2019, whereby City and Consultant: (1) increased the Contract Sum by \$170,000 for a not-to-exceed amount of \$1,201,000; (2) exercised an option to extend the Term of the Agreement by six months for an expiration date of April 30, 2020, in anticipation of recruiting planning staff to fill vacant positions and decrease use of on-call planning consultants; (3) amended the structure of the City’s option to extend, providing the City with one or multiple options to extend the Term until October 30, 2021; and (4) increased the Consultant’s hourly rates to enable the City to continue to Consultant’s on-call planning services as necessary for temporary staff augmentation, specialized planning services, or continuity of pending projects.

F. City and Consultant entered into Amendment No. 5 to the Agreement on May 1, 2020, whereby City and Consultant: (1) provided for Consultant’s personnel to work only on specified development projects, and limited Consultant’s personnel working on such projects to the Principal Planner level or higher; (2) extended the Term of the Agreement through June 30, 2022, or until the conclusion of such development projects, whichever is later; and (3) increased the Contract Sum by \$675,000 for a not-to-exceed amount of \$1,876,000, to enable the City to

continue to utilize Consultant's on-call planning services as necessary for planning staff augmentation, specialized planning services, and continuity of pending projects.

G. Now, City and Consultant desire to enter into this Amendment to: (1) extend the Term of the Agreement for an additional three years through June 30, 2025, (2) enable Consultant to provide on-call associate planners commencing on the Effective Date and continuing until and through June 30, 2025, (3) increase the hourly billable rate for such on-call associate planners from \$109 to \$155, and (4) increase the Contract Sum from \$1,876,000 to \$3,934,400, to account for compensation paid for services provided by the associate planners in the amount of \$124,000 starting from the Effective Date through June 30, 2022 along with services provided by the associate planners in the amount of \$1,934,400 during the additional three years thereafter.

## 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," is hereby amended to read in its entirety 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 *Three Million Nine Hundred Thirty Four Thousand Four Hundred Dollars* ~~One Million Eight Hundred Seventy Six Thousand Dollars (\$1,876,000.00)~~ (*\$3,934,400.00* ~~\$1,876,000.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. **Section 3.4, "Term," is hereby amended to read in its entirety 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 *June 30, 2025* ~~June 30, 2022~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

c. **A new subsection (D) is hereby added to Section I of Exhibit A, "Scope of Services," to read in its entirety as follows:**

**"D. Projects Beginning April 19, 2022**

Commencing from April 19, 2022 and continuing for the remainder of the term of this Agreement, Consultant shall provide on-call as-needed associate planners to perform various planning services as assigned by the Contract Officer."

d. **Section IV of Exhibit C, "Schedule of Compensation," is hereby amended to read in its entirety as follows:**

"The total compensation for the Services shall not exceed *\$3,934,400.00* ~~\$1,876,000.00~~ as provided in Section 2.1 of this Agreement."

**e. Exhibit C-1 is hereby amended as follows:**

“The rates specified below are valid from December 6, 2016 through October 31, 2019. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
Principal Planner	\$115
Senior Planner	\$90
Associate Planner	\$75
Assistant Planner	\$60
Planning Technician	\$50

The rates specified below are effective from November 1, 2019 through April 30, 2020. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
Planning Manager	\$160
Principal Planner	\$145
Senior Planner	\$125
Associate Planner	\$105
Assistant Planner	\$85
Planning Technician	\$70

The rates specified below ~~are will become~~ effective **from** on May 1, 2020, ~~and will remain in effect~~ through June 30, 2022. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
Planning Manager	\$165
Principal Planner	\$150
Senior Planner	\$129
Associate Planner	\$109
Assistant Planner	\$88
Planning Technician	\$72

***The rates specified below will become effective on April 19, 2022, and will remain in effect through June 30, 2025. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.***

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
<b><i>Planning Manager</i></b>	<b><i>\$195</i></b>

<i>Principal Planner</i>	<i>\$185</i>
<i>Senior Planner</i>	<i>\$170</i>
<i>Associate Planner</i>	<i>\$155</i>
<i>Assistant Planner</i>	<i>\$145</i>
<i>Planning Technician</i>	<i>\$135</i>

f. Section VIII of Exhibit D, “Schedule of Performance,” is hereby amended to read in its entirety as follows:

“VIII. Notwithstanding Section 3.4 of this Agreement, if any of the projects specified in Section I.C.1 of Exhibit “A” conclude(s) subsequent to the term expiration date specified in Section 3.4 (June 30, 2025~~2022~~), then the term of this Agreement shall remain in effect and shall not expire until all such projects have concluded. A project ‘concludes,’ for purposes of this section, when the City has rendered complete and final administrative action on the project.”

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.

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.

**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 R. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONSULTANT:**

CSG CONSULTANTS, INC., a California corporation

By: \_\_\_\_\_  
Name: Nourdin Khayata, PE  
Title: Vice President

By: \_\_\_\_\_  
Name: Charles D. Rider  
Title: Secretary  
Address: 550 Pilgrim Drive  
Foster City, CA 94404

**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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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 _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

## 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.

<b>CAPACITY CLAIMED BY SIGNER</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____  <b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>  _____ TITLE OR TYPE OF DOCUMENT  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT  _____ SIGNER(S) OTHER THAN NAMED ABOVE
---	---