

AMENDMENT NO. 5

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 5”) by and between the City of Carson, a California municipal corporation (“City”) and John M. Cruikshank Consultants, Inc., a California corporation dba JMC2 (Consultant) is effective as of the 15th day of November, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 2, 2019 (“Agreement”) whereby Consultant agreed to provide On-Call Engineering Services.

B. City and Consultant amended the Agreement on April 26, 2019 (“Amendment No. 1”) to decrease the Contract Sum from Five Hundred Thousand Dollars (\$500,000.00) to Two Hundred Fifty Thousand Dollars (\$250,000.00).

C. City and Consultant amended the Agreement on October 6, 2020 (“Amendment No. 2”) to increase the Contract Sum from Two Hundred Fifty Thousand Dollars (\$250,000.00) to Seven Hundred Fifty Thousand Dollars (\$750,000.00), and to extend the term by one (1) additional year to June 30, 2022.

D. City and Consultant amended the Agreement on February 1, 2022 (“Amendment No. 3”) to increase from Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Eight Hundred Fifty Thousand Dollars (\$850,000), and to extend the term by two (2) additional months until August 30, 2022.

E. City and Consultant amended the Agreement on June 21, 2022 (“Amendment No. 4”) to extend the term by four (4) months until December 30, 2022.

F. City and Consultant now desire to again amend the Agreement to extend the term by six (6) additional months to June 30, 2023.

TERMS

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

A. Section I, Exhibit “D,” “Schedule of Performance,” of the Agreement is hereby amended to read in its entirety as follows:

“From April 2, 2019 through ~~December 30, 2022~~ ***June 30, 2023***, Consultant shall provide Services on an on-call basis as set forth in Exhibit A.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 5, Amendment No. 4, Amendment No. 3, 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, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4. 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, Amendment No. 2, Amendment No. 3, and Amendment No. 4. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 5, 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. 5, 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. 5.

5. Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 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 No. 5 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]

CONSULTANT:

JOHN M. CRUIKSHANK CONSULTANTS, INC.

By:_____
Name: John M. Cruikshank
Title: President & CEO

By:_____
Name: Jennifer Cruikshank
Title: Chief Financial Officer
Address: 411 N. Harbor Blvd., Suite 201
San Pedro, CA 90731

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.

| 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 _____ | DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | | SIGNER(S) OTHER THAN NAMED ABOVE |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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: _____

OPTIONAL

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| <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: (NAME OF PERSON(S) OR ENTITY(IES)) | | DATE OF DOCUMENT |
| _____ _____ | | |
| | | SIGNER(S) OTHER THAN NAMED ABOVE |