

EXHIBIT 5

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the CITY OF CARSON, a California municipal corporation ("City") and DABBAH HADDAD SULEIMAN, A PROFESSIONAL CORPORATION, a California corporation ("Consultant"), is entered into the ____ day of _____, 2023.

RECITALS

A. City and Consultant (the "Parties") entered into that certain Agreement for Contract Services dated May 2, 2018 ("Agreement"), whereby Consultant agreed to provide City with worker's compensation litigation defense services ("Litigation Services"), among other related ancillary legal services, for an initial three-year term, with City options to extend the term for up to two additional one-year periods.

B. On March 18, 2020, the Parties entered into Amendment No. 1 to the Agreement ("Amendment No. 1") to increase the not-to-exceed contract sum from \$360,000 to \$760,000, due to the Parties having severely underestimated, at the time they entered into the Agreement, the amount of Litigation Services that would be needed for Consultant to perform the agreed-upon services.

C. On May 2, 2021, the Parties entered into Amendment No. 2 to the Agreement ("Amendment No. 2"), which reflected City's exercise of the first of its two one-year options to extend the term of the Agreement pursuant to Section 3.4 thereof, thereby extending the term until May 2, 2022, with one City one-year extension option remaining. Additionally, Amendment No. 2 increased the not-to-exceed contract sum by \$200,000, from \$760,000 to \$960,000, to fund Consultant's services for the one-year extension period authorized pursuant thereto. Finally, through Amendment No. 2 the Parties formally recognized the name of Consultant's business entity was "Law Offices of Dabbah & Haddad, a Professional Law Corporation" from its founding in 2002 until approximately June 3, 2019, when it filed a name change amendment with the California Secretary of State, thereby changing its name to its current name, "Dabbah Haddad Suleiman, a Professional Corporation." The Agreement and Amendment No. 1 were both entered into in the name of "Law Offices of Dabbah, Haddad, & Suleiman, a Professional Law Corporation." Amendment No. 2 corrected the foregoing name discrepancies.

D. Effective May 2, 2022, the Parties entered into Amendment No. 3 to the Agreement ("Amendment No. 3") to do the following: (1) have City exercise the second of its two one-year options to extend the term of the Agreement pursuant to Section 3.4 thereof, thereby extending the term until May 2, 2023; (2) increase Consultant's hourly billing rates as specified in Amendment No. 3; and (3) increase the Contract Sum by \$200,000, from \$960,000 to \$1,160,000, to fund Consultant's increased billing rates and services for the one-year extension period authorized pursuant thereto.

E. The Parties again underestimated, at the time they entered into Amendment No. 3, the amount of Litigation Services that would be needed for Consultant to perform the agreed-upon services for the one-year extension period authorized pursuant thereto. Now, the Parties desire to

amend the Agreement to increase the not-to-exceed contract sum by \$70,000, from \$1,160,000 to \$1,230,000, to ensure there is sufficient authorized funding to cover the needed amount of agreed-upon services from the date of this Amendment until the scheduled date of expiration of the existing term of the Agreement, which is May 2, 2023.

F. Pursuant to Carson Municipal Code Section 2611(i)(4), the purchase of “insurance, insurance adjusting, legal, and related services” by the City shall not require compliance with the bidding provisions of the City’s Purchasing Ordinance (Chapter 6 of Article II of the Carson Municipal Code), so long as funds have been properly appropriated and such purchases conform with all other requirements of the Purchasing Ordinance. Accordingly, the City is not required to issue a request for proposals or otherwise engage in a competitive bidding or competitive proposals process under the Purchasing Ordinance in order to procure continued services (as set forth in the Agreement’s current Scope of Services) from Consultant for a new/additional contract term.

G. Pursuant to the foregoing exemption, without issuing an RFP, the City now desires to continue its contractual relationship with Consultant for an additional initial three-year term, with City options to extend the term for up to two additional one-year periods, mirroring the term structure of the existing Agreement. Consultant is agreeable to this continuation of services provided City agrees to an increased hourly billable rate structure as specified below for the additional five-year term (inclusive of the two optional extension periods if such options are exercised by the City), and City is agreeable to same. The Parties are otherwise agreeable to continuing the contractual relationship for the additional term on the same terms/provisions set forth in the Agreement, except as amended below. Due to the existing need for an amendment to the Agreement irrespective of any extension as detailed in Recital E above, for the sake of efficiency, the Parties desire to effectuate the extension of their contractual relationship as detailed above for the additional term, commencing May 2, 2023, pursuant to this Amendment, rather than entering into a new contract to do so.

TERMS

1. Recitals. The foregoing recitals are true and correct, and the same are incorporated herein by this reference.

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

a. Section 2.1, “Contract Sum,” of the Agreement 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 One Million ~~Two One Hundred~~ ***Thirty Sixty*** Thousand Dollars (***\$1,230,000***) (~~\$1,160,000~~) ***for the period ending on May 2, 2023, and an additional One Million Fifty Thousand Dollars (\$1,050,000) for the period from May 2, 2023 until May 2, 2026, for a total not-to-exceed***

amount of Two Million Two Hundred Eighty Thousand Dollars (\$2,280,000) for the entire term of the Agreement until May 2, 2026 (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:

*"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 **eight (8)** ~~five (5)~~ years from the date hereof. **City may, at its sole and absolute option, extend the Term by an additional two (2) one-year increments at the same hourly rates as set forth in Exhibit "C-1" by delivering to Consultant a notice of City's election thirty (30) days prior to Term expiration. However, failure of City to deliver the notice of election to Consultant timely in accordance with the preceding sentence shall not affect the City's right or entitlement to exercise either of its options to extend at the same hourly rates as set forth in Exhibit "C-1."***

c. Section II of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended to read as follows:

~~"[Reserved] 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."~~

d. Section V of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended to read as follows:

*"The total compensation for the Services shall not exceed **\$2,280,000** ~~\$1,160,000~~ as provided in Section 2.1 of this Agreement."*

e. Exhibit "C-1" of the Agreement, "Personnel Hourly Rates," is hereby amended to read as follows:

"Additional or On-Call services, as requested, will be billed at the following hourly rates (General overhead and administrative services are included in the hourly rates below):

- Partner: **\$210** ~~\$195~~ per hour*
- Associate: **\$195** ~~\$185~~ per hour*
- Paralegal: **\$110** ~~\$90~~ per hour*
- Legal Assistant: **\$95** ~~\$90~~"*

3. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 4, Amendment No. 3, Amendment No. 2, and Amendment No. 1.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. The Parties each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3. 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, and Amendment No. 3. Each Party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, 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. 4, 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.

5. Adequate Consideration. The Parties 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. 4.

6. Authority. The persons executing this Amendment No. 4 on behalf of the respective Parties represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said Party, (iii) by so executing this Amendment No. 4, such Party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said Party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 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:

DABBAH HADDAD SULEIMAN, A
PROFESSIONAL CORPORATION, a California
corporation

By: _____

Name: Gary Dean Dabbah
Title: President

By: _____

Name: Munir Suleiman
Title: CFO
Address: 370 N. Verdugo Rd.
Montrose, CA

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 _____, 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	_____
<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

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: _____

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<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 _____