

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF CARSON** ("City") and **TOWNSEND PUBLIC AFFAIRS, INC.** a California corporation ("Contractor") is effective as of the day of October 18, 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated October 7, 2014 ("Agreement") whereby Contractor agreed to provide State and Federal legislative and administrative advocacy on behalf of City, and ~~to assist City in securing State and Federal grant funding for various City projects~~, as further articulated in Exhibit "A" of the agreement, for .

B. On October 18, 2016, the City Council approved a one-year extension of the Agreement.

C. On July 5, 2017, the City Council approved a six-month extension of the Agreement.

D. City and Contractor now desire to amend the Agreement to extend the Term by six months, from October 19, 2017 through April 30, 2018. This extension of Services will be performed for \$8,000/month, for a total of \$48,000. This extension of services increases the Contract Sum to a total of Three Hundred and Thirty Six Thousand Dollars (\$336,000), with One Hundred Ninety Two Thousand (\$192,000) of that amount previously allocated for the Services performed from October 7, 2014 through October 6, 2016.

TERMS

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

2. **A. Section 2.4, Contract Sum, is hereby amended as follows:**

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Two Hundred Eighty Eight Thousand Dollars (\$288,000)~~ Three Hundred and Thirty Six Thousand Dollars (\$336,000) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include

reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

B. Section 3.4, Term, is hereby amended to read:

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after October 7, 2017 and end at the close of business on April 30, 2018, having been extended from October 7, 2016, except as otherwise provided in the Schedule of Performance.

C. Exhibit "A", Scope of Services, is replaced with the following:

I. Consultant will perform the following Services:

A-1. Contractor shall engage in State and Federal legislative and administrative advocacy on behalf of City in consultation with the Contract Officer.

~~A-2. Contractor shall also assist City in securing State and Federal grant funding for various City projects in consultation with the Contract Officer.~~

A-3. Contractor shall also provide specific advocacy services on behalf of City in consultation with the Contract Officer with respect to:

- 1.) Advancing brownfields projects,
- ~~2.) Securing additional federal and state funds for Carson's housing and community development programs;~~
- 3.) Analyzing legislative and regulatory proposals and recommend appropriate actions to the City Manager;
- ~~4.) Find funding opportunities for retrofitting homes for homeowners experiencing noise pollution and vibrations located under the flight path of Long Beach Municipal Airport;~~
- ~~5.) Find funding opportunities that support the building of the infrastructure necessary for the operation of electronic vehicles.~~
- ~~6.) Apprise City of funding opportunities for various capital improvement projects/city programs:
 - ~~a. NPDES~~
 - ~~b. Public Safety~~
 - ~~c. Streets and Highways~~
 - ~~d. Parks~~
 - ~~e. Social Services~~~~
- 7.) During legislative session consultant will provide regular updates on bills

in the legislative process in the following areas: economic development, environmental, infrastructure, labor relations, planning and housing and taxes.

- 8.) Submit a summary of significant legislation signed into law by the Governor for issues surrounding economic development, environmental, infrastructure, labor relations, planning and housing and taxes.
 - 9.) Provide notification of proposed state regulations or rules within the issues areas of economic development, environmental, infrastructure, labor relations, planning and housing and taxes. Provide short term temporary work space in their offices for Carson elected officials to use if and when a Councilmember is in Sacramento or Washington DC on city business.
 - 10.) Coordinate legislative meetings with Federal/State officials.
 - 11.) ***Monitoring and advocating that grant guidelines be written or amended in a way that allows smaller municipalities or disadvantaged communities to meet the minimum qualifications.***
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- A.** Reports and service pursuant to Exhibit A (monthly).
 - B.** Weekly reports as warranted or reasonable necessary by the consultant or the contract officer(s).
 - C.** Submit a summary of significant legislation signed into law by the Governor for issues surrounding economic development, environmental, infrastructure, labor relations, planning and housing and taxes.
 - D.** Other reports on specific matters of legislation as warranted or reasonable necessary by the consultant or the contract officer.
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- A.** See Section II above
- IV.** Consultant will utilize the following personnel to accomplish the Services:
- A.** Christopher Townsend, President
 - B.** Alex Gibbs, Associate

D. Exhibit "C", Schedule of Compensation, is amended in its Section C-1 to read as follows:

C-1. Contractor shall be paid a fixed fee of \$8,000 per month, for a maximum Contract Sum of ~~Two hundred Eighty eight~~ **Three Hundred and Thirty Six** Thousand Dollars ~~(\$288,000)~~ **(\$336,000)**, with One Hundred Ninety Two Thousand (\$192,000) of that amount having been previously disbursed for the Services performed from October 7, 2014 through October 6, 2016.

3. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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 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.

6. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause Aldana, MMC, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

TOWNSEND PUBLIC AFFAIRS, INC., a
California Corporation

By:_____
Name: CHRISTOPHER TOWNSEND
Title: PRESIDENT

By:_____
Name:_____
Title:_____
Address:_____

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 _____, 2016 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	
<div style="text-align: center;">_____ TITLE(S)</div>	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<div style="text-align: center;"><input type="checkbox"/> GENERAL</div>	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE