

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("First Amendment") by and between the CARSON SUCCESSOR AGENCY, a public body corporate and politic ("Agency") and **Eco and Associates, Inc.**, a California Corporation ("Consultant") is effective as of the 5<sup>th</sup> day of September, 2017.

### RECITALS

A. Agency and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2016 ("Agreement") whereby Consultant agreed to provide on-call environmental consulting services.

B. Agency and Consultant now desire to amend the Agreement to increase the Contract Sum by \$60,000 (sixty-thousand dollars).

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

1.1 Article 2.1 is deleted in its entirety and replaced by the following:

Contract Sum.

Subject to any limitations set forth in this Agreement, Agency 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 Seventy Five Thousand Dollars (\$75,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

1.2 Exhibit "C," Schedule of Compensation, is deleted in its entirety and replaced by the following:

Consultant shall provide the services stated in Exhibit A on an as-needed basis. The maximum contract amount is a not-to-exceed amount of \$75,000 unless the contract amount is modified pursuant to Section 1.8 of this Agreement.

2. **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 First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Agency and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

## EXHIBIT NO. 1

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 Agency that, as of the date of this First Amendment, Agency 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.

Agency represents and warrants to Consultant that, as of the date of this First 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 First Amendment.

5. **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.

**AGENCY:**

CARSON SUCCESSOR AGENCY, a public body  
corporate and politic

\_\_\_\_\_  
Albert Robles, Chairperson

**ATTEST:**

\_\_\_\_\_  
Donesia L. Gause, Agency Secretary

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, Agency Counsel

**CONSULTANT:**

ECO AND ASSOCIATES, INC., a California  
Corporation

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

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 \_\_\_\_\_, 2017 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                            | NUMBER OF PAGES                  |
| <input type="checkbox"/>           | TRUSTEE(S)                                  | _____                            |
| <input type="checkbox"/>           | GUARDIAN/CONSERVATOR                        | DATE OF DOCUMENT                 |
| <input type="checkbox"/>           | OTHER _____                                 | _____                            |
| SIGNER IS REPRESENTING:            |                                             | SIGNER(S) OTHER THAN NAMED ABOVE |
| (NAME OF PERSON(S) OR ENTITY(IES)) |                                             |                                  |
| _____                              |                                             |                                  |
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| (NAME OF PERSON(S) OR ENTITY(IES)) |                                             |                                  |
| _____                              |                                             |                                  |
| _____                              |                                             |                                  |
| _____                              |                                             | SIGNER(S) OTHER THAN NAMED ABOVE |