

AMENDMENT NO. 1

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 **THE ORGANIZATIONAL NETWORK—A DIVISION OF THE COUNSELING TEAM INTERNATIONAL** (a DBA of Nancy K. Bohl, Inc.) (“Consultant”) is effective as of the 1st day of February, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 11, 2017 (“Agreement”) whereby Consultant agreed to provide team-building, assessment, and management support Services.

B. City and Consultant now desire to amend the Agreement to include in the Scope of Services team building, assessment, and management support for the Public Works Department and the Community Services Department; to include in the scope of services job matching services for the positions of City Manager, Assistant City Manager, and Human Resources Director; to increase the Contract Sum by \$50,900 from \$25,000 to \$75, 900; and to extend the Term of the Agreement through December 31, 2018.

TERMS

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

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italics***):

“For the services rendered pursuant to this Agreement, Consultant 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 ~~Twenty-Five Thousand Dollars (\$25,000)~~ ***Seventy-Five Thousand Nine Hundred (\$75,900)*** (“Contract Sum”).”

B. Section 3.4 (Term) of the Agreement is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italics***):

“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 ~~one (1) years from the date hereof~~ ***December 31, 2018***, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

C. The following is hereby added to Exhibit A (Scope of Services) of the Agreement:

EXHIBIT 1

“II. Consultant will perform the following Services beginning February 1, 2018:

A. Consultant will continue to perform the Team Building work sessions for the Public Works Supervisors, as provided for in Section I of this Exhibit A, and also perform Team Building work sessions that focus on leadership and communication skill building models for the Community Services Department of the City. Consultant shall, at the written request of the City, conduct up to a pre-determined amount of Team Building work sessions with the Public Works Supervisors and/or the Community Services Department. The City will also select the necessary number of employees to participate in individual coaching sessions as deemed necessary by the City.

B. Consultant will provide job matching services to assist the City with the hiring process for the positions of City Manager, Assistant City Manager, and Human Resources Director, as follows:

1. Consultant will work with the current City Manager and the Mayor and City Council to develop the ideal profile and performance pattern for the position of City Manager to develop a high performing profile position by completing a Job Analysis Survey. Consultant will provide a validated assessment tool which top candidates for the position of City Manager may complete. Consultant shall provide the current City Manager and the Mayor and City Council at least one report for each candidate showing the results of the assessment tool for review and comment.

2. Consultant will work with the current City Manager to develop the ideal profile and performance pattern for the position of Assistant City Manager to develop a high performing profile position by completing a Job Analysis Survey. Consultant will provide a validated assessment tool which top candidates for the position of Assistant City Manager may complete. Consultant shall provide the current City Manager at least one report for each candidate showing the results of the assessment tool for review and comment.

3. Consultant will work with the current City Manager to develop the ideal profile and performance pattern for the position of Human Resources Director to develop a high performing profile position by completing a Job Analysis Survey. Consultant will provide a validated assessment tool which top candidates for the position of Human Resources Director may complete. Consultant shall provide the current City Manager at least one report for each candidate showing the results of the assessment tool for review and comment.”

D. Section I of Exhibit C (Schedule of Compensation) is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italics***):

“I. Consultant shall perform the services for a sum not to exceed \$25,000 ***at the following rates:***

A. ***Consultant shall perform the Services described in Section I of Exhibit A of this Agreement for a sum not to exceed \$25,000.***

B. ***Consultant shall perform the Services described in Section II(A) of Exhibit A of this Agreement for a sum not to exceed \$34,000.***

C. ***Consultant shall perform the Services described in Section II(B) of Exhibit A of this Agreement for a sum not to exceed \$16,900.***

D. ***The Services described in subsections B and C, above, shall be performed at the Direction of the City Manager and within the “not to exceed” amount.***

E. Section V of Exhibit C (Schedule of Compensation) is hereby amended to read as follows (deletions in ~~striketrough~~, additions in ***bold and italics***):

“V. The total compensation for the Services shall not exceed ~~\$25,000~~ ***\$75,900***, as provided in Section 2.1 of this Agreement.”

F. The following is hereby added to Exhibit D (Schedule of Performance) of the Agreement:

“IV. Consultant shall perform the services described in Section II of Exhibit A (Scope of Services) of this Agreement as follows:

A. For the Services described in Section II (A) of Exhibit A of this Agreement, Consultant shall provide monthly written reports regarding the Team Building sessions for the Public Works Supervisors and the Community Services Department. Consultant shall provide individual written reports after each individual coaching session with the City employees identified by the City.

B. For the Services described in Section II (B) of Exhibit A of this Agreement, Consultant shall provide the reports described in Section II (B) in accordance with a schedule developed by the City Manager, or their designee, for each position.”

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 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 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 L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[NGY]

CONSULTANT:

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 _____, 2018 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	_____
<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 _____

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 _____, 2018 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	
<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 _____