

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACTUAL SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **CHARTER COMMUNICATIONS OPERATING, LLC** a Delaware limited liability company (“Consultant”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

### RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated January 23, 2018 (“Agreement”) whereby Contractor agreed to provide point to point data circuits to all City of Carson facilities, and internet to City Hall, Carson Park, Corporate Yard, Community Center and Veterans Park/Sports Complex, as well as local and long-distance phone service to all City of Carson facilities.

B. The Contract Sum in the Agreement underestimated the amount of likely fees and taxes to which the Services are subject.

C. City and Consultant now wish to amend the Agreement to more accurately reflect the likely amounts of fees and taxes.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. 2.1 Contract Sum is amended to read:

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 ~~Six Hundred Eighty Thousand Two Hundred Eight Dollars and Sixty Four Cents (\$680,208.64)~~ ***Seven Hundred Eighty Two Thousand Six Hundred Ninety Six Dollars and Eighty Eight Cents (\$782,696.88)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.7.

b. Section I of Exhibit “C”, Schedule of Compensation, is amended to read:

Priority	Name	Address	Service	Speed	MRC
1	City Hall	701 E. Carson St.	HUB Aggregate Bandwidth Dedicated Internet	1 Gbps	\$3,000.00
			ELAN	100 Mbps	\$810.00
			3 PRI's		\$948.00
			4 BCP Lines		\$119.69
2	Community Center	801 E. Carson St.	Dedicated Internet	1 Gbps	\$3,000.00
			2 BCP Lines		\$59.98
3	Corporate Yard	2400 E. Dominguez	Dedicated Internet	100 Mbps	\$1,080.00
			ELAN	100 Mbps	\$810.00
			1 PRI		\$316.00
			7 BCP Lines		\$209.93
4	Veterans Park/Sports Complex	22400 Moneta Ave.	Dedicated Internet	100 Mbps	\$1,080.00
			ELAN	100 Mbps	\$810.00
			10 BCP Lines		\$299.90
			3 BCP Lines		\$89.97
5.	Carson Park Carson Pool	21411 S. Orrick St.	Dedicated Internet	100 Mbps	\$1,080.00
			ELAN	5 Mbps	\$270.00
			7 BCP Lines		\$209.93
			3 BCP Lines		\$89.97
6	Stevenson Park/Gym	905 East Franke	ELAN	5 Mbps	\$270.00
			6 BCP Lines		\$179.94

Priority	Name	Address	Service	Speed	MRC
7	Scott Park	23410 Catskill	ELAN	5 Mbps	\$270.00
			4 BCP Lines		\$119.96
	Scott Pool		3 BCP Lines		\$89.97
8	Dominguez Park	21330 Santa Fe Ave.	ELAN	5 Mbps	\$270.00
			3 BCP Lines		\$89.97
	Dominguez Aquatic Center		2 BCP Lines		\$59.98
9	Anderson Park	19101 S. Wilmington Ave.	ELAN	5 Mbps	\$270.00
			5 BCP Lines		\$149.95
10	John D. Calas, Sr. Park	1000 E. 220TH St.	ELAN	5 Mbps	\$270.00
			2 BCP Line		\$59.98
11	Dolphin Park	21205 S. Water Street	ELAN	5 Mbps	\$270.00
			4 BCP Lines		\$119.96
12	Hemingway Park	700 E. Gardena Blvd.	ELAN	5 Mbps	\$270.00
			4 BCP Lines		\$119.96
13	Hemingway Aquatic Center	16605 San Pedro St.	ELAN	5 Mbps	\$270.00
			3 BCP Lines		\$89.97
14	Carriage Crest Park	23800 Figueroa St.	ELAN	5 Mbps	\$270.00
			2 BCP Line		\$59.98
15	Del Amo Park	703 East Del Amo Blvd.	ELAN	5 Mbps	\$270.00
			4 BCP Lines		\$119.96
16	Mills Park	1340 E. Dimondale Dr.	ELAN	5 Mbps	\$270.00
			3 BCP Lines		\$59.98

Priority	Name	Address	Service	Speed	MRC
MRCs*					\$18,603.19
<b>ESTIMATED MONTHLY FEES AND TAXES (-12%) FOR BCP LINES ONLY</b>					<del>\$291.50</del> \$3,138.39
<b>TOTAL CONTRACT SUM (MRCs and monthly fees and taxes for 36 months)</b>					<del>\$680,208.64</del> \$782,696.88

c. Section V of Exhibit “C”, Schedule of Compensation, is amended to read:

The total compensation for the Services shall not exceed ~~\$680,208.64~~**\$782,696.88** as provided in Section 2.1 of this Agreement.

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

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.

**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

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Albert Robles, Mayor

ATTEST:

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Donesia Gause-Aldana, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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Sunny K. Soltani, City Attorney  
[eqg]

**CONSULTANT:**

CHARTER COMMUNICATIONS  
OPERATING, LLC; by CHARTER  
COMMUNICATIONS, INC., its manager

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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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.

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☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

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DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE