

### AMENDMENT NO. 3

#### TO CONTRACT SERVICES AGREEMENT FOR DESIGN REVIEW CONSULTING SERVICES

**THIS THIRD AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR DESIGN REVIEW CONSULTING SERVICES** (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and **RRM DESIGN GROUP**, a California corporation (“Consultant”) is effective as of the 31st day of August, 2018.

#### RECITALS

A. City and Consultant entered into that certain Contract Services Agreement For Design Review Consulting Services dated September 1, 2015 (“Agreement”), whereby Consultant agreed to provide design review consulting services (“Services”) for one year, extendable up to two additional one-year terms at City’s election, for a contract sum of \$60,000 per year (maximum of \$180,000 for the three years).

B. By letter dated July 7, 2016, City exercised its option for the First Extended Term, extending Consultant’s Services through August 31, 2017.

C. On June 6, 2017, City exercised its option for the Second Extended Term, extending Consultant’s Services through August 31, 2018; and provided for an anticipated increase in the frequency of Consultant’s Services over the Second Extended Term by increasing the contract sum by an additional \$50,000, to a maximum of \$230,000 for the three years (“Amendment No. 1”).

D. On November 21, 2017, City and Consultant amended the Agreement to modify the indemnification provision and expand the Scope of Services set forth in the Agreement to provide for preparation of schematic plans and preliminary designs for the Community Development Block Grant (“CDBG”) Program (“Amendment No. 2”).

E. Since the agreement was initiated, the City has experienced an increase in residential, commercial and industrial development.

F. In order for Consultant to complete existing projects and give the City time to prepare a Request for Proposal for future services, City and Consultant now desire to amend the Agreement to extend Consultant’s Services for one (1) additional year and increase compensation by \$75,000 for a total contract sum not to exceed \$305,000 for the total four-year term.

#### TERMS

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

A. **Section 2.1, “Contract Sum,” shall be amended to read as follows:**

“2.1 Contract Sum. 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 such expenses, shall not exceed ~~Two Hundred and Thirty Thousand Dollars~~ **Three Hundred Five Thousand Dollars** (~~\$230,000~~**\$305,000**) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

**B. Section 3.4, “Term,” shall be amended to read as follows:**

“Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services requested by City, but not exceeding ~~one~~**four** (14) calendar years from the date hereof, except as otherwise provided in the “Schedule of Performance.” ~~The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of two (2) one year extended terms (an “Extended Term”). The City exercised its right to the first Extended Term of this Agreement by providing Consultant with a letter to that effect on July 7, 2016 i.e., not less than forty-five (45) calendar days prior to the expiration of the Term. Any extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.~~

~~The term of this Agreement is hereby extended from September 1, 2017 through August 31, 2018.”~~

**C. Section III. of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:**

~~“III. The total compensation for the Services shall not exceed \$230,000~~**\$305,000**, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment No. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, 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 Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

[ndp]

**CONSULTANT:**

RRM DESIGN GROUP, 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 \_\_\_\_\_, 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</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 _____	
<b>SIGNER IS REPRESENTING:</b> (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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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"/>	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 _____