

## 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 CSG Consultants, Inc., a California corporation ("Consultant") is effective as of the 6th day of November, 2017.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 6, 2016 ("Agreement") whereby Consultant agreed to provide On-Call Planning Services.

B. Since the agreement was initiated, the City has experienced an increased demand for on-call planning services from projects such as the District at South Bay Specific Plan Amendment and Supplemental Environmental Impact Report.

C. In order to meet this increased demand for on-call planning services, the City must increase the Contract Sum of the agreement. The increased Contract Sum will allow the City to review new development projects in a timely manner and maintain a high level of service.

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum from \$300,000 to \$600,000 to enable the Consultant and City to meet the increased demand for planning services.

### TERMS

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

a. **The first paragraph of Section 2.1, Contract Sum, is hereby amended to read as follows:**

"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 Thousand Dollars (\$600,000)*** ~~Three Hundred Thousand Dollars (\$300,000.00)~~ for the entire Term, and shall not exceed ***Two One-Hundred Thousand Dollars (\$200,000)*** ~~(\$100,000.00)~~ annually (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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, MMC, City Clerk



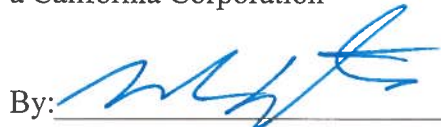
**APPROVED AS TO FORM:**

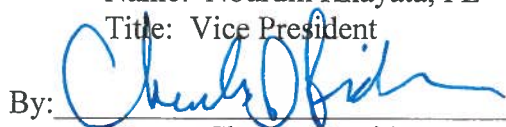
ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[npd]

**CONSULTANT:**

CSG Consultants, Inc.  
a California Corporation

By:   
Name: Nourdin Khayata, PE  
Title: Vice President

By:   
Name: Charles D. Rider  
Title: Secretary

Address: 550 Pilgrim Drive  
Foster City, CA 94404

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.