

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES FOR PROJECT MANAGEMENT SERVICES – DEVELOPMENT IMPACT FEE REPORT RECOMMENDATION

16-005
Ccb

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **KELLY ASSOCIATES MANAGEMENT GROUP, LLC**, a California Limited Liability Company ("Consultant") is effective as of the 3rd day of July, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 1, 2016 ("Agreement") whereby Consultant agreed to review the City's General Plan, Zoning Code, Specific Plans, fiscal and environmental information and land-use data related to proposed development opportunities in order to prepare and submit a report suggesting the best course of action for the City's adoption of development impact fees, until completion of the services, a term of 60 days from the execution of the agreement or a term not exceeding one year from November 1, 2016.

B. On July 18, 2017, the City Council approved the first amendment to the Agreement extending the Agreement through October 18, 2017. The first amendment was necessary to study and formalize an Interim Development Impact Fee (IDIF). This is in addition to the Scope of Services delineated under the Agreement. Given the additional time and work required to study and develop an IDIF, Consultant required additional funding of \$10,000.00 to the original contract amount for a total sum of \$34,000.00. The Consultant requested the first amendment to complete the additional requested work and effectively fulfill its obligations under the Agreement for the remainder of the contract term.

C. Subsequent to approval of the first amendment, the City identified that in order for the Consultant to complete the scope of Work for the first amendment, the contract amount should have been increased by \$20,000.00 instead of \$10,000.00. On August 1, 2017, the City Council approved the second amendment to the Agreement to provide additional funding of \$10,000 to the amended contract amount for a total sum of \$44,000.00, to allow the Consultant to complete the additional requested work and effectively fulfill its obligations under the Agreement for the remainder of the contract term.

D. On November 7, 2017, the City Council approved the third amendment for additional updates to the IDIF and for the Consultant to attend additional City Council study sessions, community meetings, City Council public meetings and a final draft staff report. Based on the anticipated additional time and work requested of the Consultant by the City, additional funding of \$20,000.00 for a total the amended contract amount of \$64,000.00 and the term extended to June 30, 2018.

E. City and Consultant now desire to amend the Agreement to extend the term of the agreement to from June 30, 2018 to June 30, 2019 (the "Amendment").

EXHIBIT NO. 5

TERMS

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

A. **Section 3.4, of the Agreement, entitled "Term," shall be amended to read as follows:**

"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 beyond ~~June 30, 2018~~ ***June 30, 2019***, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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]

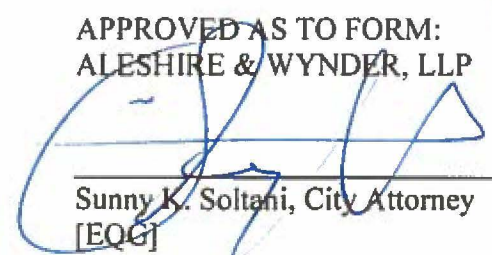
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.



ATTEST:

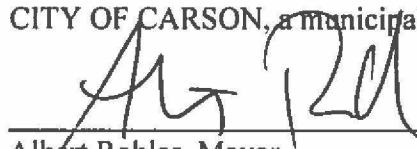

Donesia L. Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[EQG]

CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

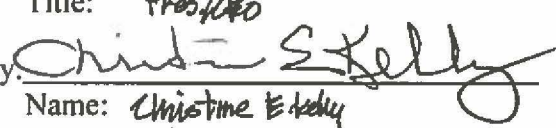
CONSULTANT:

Kelly Associates Management Group, LLC

By: 

Name: William R. Kelly

Title: Pres/CEO

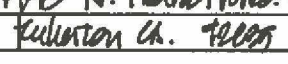
By: 

Name: Christine E. Kelly

Title: EVP

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

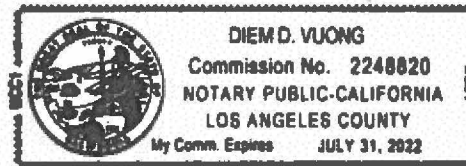
On AUGUST 2, 2018 before me, DIEM D. VUONG, personally appeared WILLIAM KELLY proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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: _____

[Handwritten 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 _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE _____
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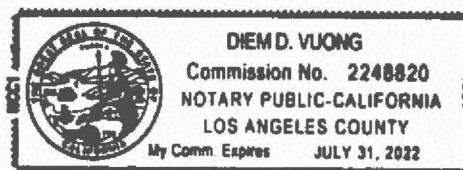
On AUGUST 2, 2018 before me, DIEM D. VUONG personally appeared CHRISTINE ELISE KELLY, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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: _____

[Handwritten Signature]



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