

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 BRI CONSULTING GROUP INC., a Texas corporation (“Consultant”) is effective as of the 14th day of June, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 15, 2018 (“Agreement”) whereby Consultant agreed to provide auditing services for the Oil Industry Business License Tax.

B. City and Consultant now desire to amend the Agreement to extend the term of the Agreement, revise the scope of work, and increase the total compensation for the work by \$105,000.

TERMS

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

(a) Section 2.1, Contract Sum, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

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 ***Two Hundred and Forty-Five Thousand Dollars (\$245,000)*** ~~One Hundred And Forty Thousand Dollars (\$140,000)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

(b) Section 3.4, Term, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

Unless earlier terminated in accordance with Article 7 of this Agreement, the Agreement shall continue in full force and effect until ***June 30, 2020*** ~~completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”)~~.

(c) Exhibit A, Scope of Services, is hereby revised to the include the Additional Scope of Services attached hereto as Exhibit 1.

(d) Exhibit C, Schedule of Compensation, is amended as follows:

- (i) The Subbudgets in Section I for Phillips 66 and Andeavor/Marathon are each increased to \$90,000. Subbudgets of \$32,500 each are added for Equilon and Kinder Morgan. The total budget is increased to \$245,000.
- (ii) Section IV is revised to read as follows: “The total compensation for the services shall not exceed \$245,000 as provided in Section 2.1 of this Agreement.”

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 Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [BWB]

CONSULTANT:

BRI CONSULTING GROUP, INC., a Texas 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 _____, 2020 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	
<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 _____	
SIGNER IS REPRESENTING: (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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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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<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 _____

EXHIBIT 1

ADDITIONAL SCOPE OF SERVICES

Consultant shall perform the following work in addition to the Scope of Services provided in Exhibit A of the Agreement:

Marathon and Phillips 66 –

Consultant will work with and advise City, as directed by City staff, to address the disagreement between City, Marathon, and Phillips 66 regarding the calculation of the Oil Industry Business License Tax (OIBLT). This scope of work may include assisting City with revisions to City ordinances governing the tax.

The scope of work may also include auditing OIBLT tax returns from July 1, 2018, through December 31, 2019, but only if directed by City staff in writing. Such audits shall be consistent with the scope of work provided in Exhibit A of the Agreement.

Equilon and Kinder Morgan –

Consultant shall perform the same scope of work as provided in Exhibit A of the Agreement for Equilon and Kinder Morgan, except that the Consultant shall audit OIBLT tax returns filed from December 1, 2017, through December 31, 2019.

Apportionment Issues –

Address disagreements between the City and taxpayers regarding the proper apportionment of Gross Receipts and application of the OIBLT.

Work with the City Attorney to craft appropriate amendments to the tax legislation to avoid future disputes between the City and taxpayers regarding the proper apportionment of Gross Receipts and application of the OIBLT.