

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 HINDERLITER, DE LLAMAS AND ASSOCIATES, a California corporation (“Consultant”), is entered into effective as of the ____ day of May, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June, 2017 (“Agreement”) whereby Consultant agreed to provide City services to review sales tax data that will ensure that City is receiving all sales taxes.

B. The Agreement expires June 30, 2020 but Section 3.4 of the Agreement allows the City to extend the Agreement term for two (2) additional one-year terms.

C. City and Consultant now desire to amend the Agreement to reflect City’s exercise of the first of its two one-year options to extend the term of the Agreement for one year, from July 1, 2020 through June 30, 2021 (“First Option Period”).

D. The Contract Sum already incorporates compensation to be paid Consultant for the two (2) additional one-year terms.

E. Due to the Covid-19 worldwide pandemic that is causing the City financial distress, Consultant has agreed to decrease the Contract Sum attributable to the First Option Period by 10%, thereby decreasing compensation during the First Option Period from \$10,188.00 to \$9,169.20, and decreasing the Contract Sum from \$49,959 to \$48,940.20. Consultant has also agreed to reduce the tax audit recovery rate from 15% to 13%.

TERMS

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

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read in its entirety 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 ***Forty Eight Thousand Nine Hundred and Forty Dollars and Twenty Cents*** ~~Forty Nine Thousand Nine Hundred and Fifty Nine Dollars (\$48,940.20\$49,959)~~ (the “Contract Sum”), ***which includes the Contract Sum attributable to the First Option Period in the amount of Nine Thousand One Hundred and Sixty-Nine Dollars and Twenty Cents***

(\$9,169.20), unless additional compensation is approved pursuant to Section 1.8. The Contract Sum includes compensation for the entirety of the Term, including the two optional one-year extensions, but does not include any contingency fees, as described in Exhibit C.”

B. Section I of Exhibit “B” of the Agreement, “Special Requirements,” is hereby amended to read in its entirety as follows:

Section 3.4, “Term,” is hereby amended to read as follows:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, *the term of* this Agreement shall continue in full force and effect until completion of the services but *no later than June 30, 2021 which is four (4)* ~~not exceeding three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). City, in its sole discretion, may extend the term for *one (1)* ~~two (2)~~ additional ~~one-year terms, the first extension ending on June 30, 2021 and the second ending on June 30, 2022.~~”

C. Section I.D. of Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby amended so that each instance reflecting an amount of “\$10,188” now reads “\$9,169.20.”

D. Section II. of Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby amended so that the audit and recovery rate is reduced from 15% to 13%.

E. Section VI. of Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby amended so that “\$49,959” is now “\$48,940.20.”

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 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 Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 Amendment 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
(rjl)

CONSULTANT:

HINDERLITER, DE LLAMAS AND
ASSOCIATES, 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 _____, 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	_____
_____	_____
<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

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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.

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<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE