

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 Harris & Associates, a Sole Proprietorship ("Consultant") is effective as of the 3rd day of June, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 18, 2019 ("Agreement"), whereby Consultant agreed to provide on-call services related to conducting impartial and independent investigations into confidential personnel matters of the City upon the written request of the City's Director of Human Resources & Risk Management (the "Services").

B. The Services are compensated based on specified hourly rates set forth in the Agreement.

C. The City's demand for Services has caused Consultant to work sufficient hours that much of the initial contract sum of \$24,999 has been expended, and less than \$5,000 of the initially-authorized funding remains. Consultant is currently working on four independent investigation matters pursuant to the Agreement, and may be asked to work on additional such matters in the future.

D. In order to allow for the continued performance of the Services as necessary to meeting the City's continued demand, City and Consultant now desire to amend the Agreement to increase the contract sum by \$40,000, from \$24,999 to \$64,999.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in *bold italics*, deletions in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the 'Schedule of Compensation' attached hereto as Exhibit 'C' and incorporated herein by reference, but not exceeding the maximum contract amount of *Sixty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$64,999)* ~~Twenty-Four Thousand Nine Hundred Ninety-Nine dollars (\$24,999)~~ ('Contract Sum')."

B. Section III (Total Contract Sum) of Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

“Consultant shall inform the Contract Officer, in writing, before the total amount of services and/or expenses reaches the Contract Sum described in Section 2.1 of this Agreement. The total compensation for the Services shall not exceed ~~\$64,999~~ \$24,999, as provided in Section 2.1 of this Agreement. The City Council’s approval, in advance, is required in order for compensation to exceed ~~\$64,999~~ \$24,999. If the Consultant performs work for which compensation exceeds ~~\$64,999~~ \$24,999 but does not obtain the Council’s approval in advance, then said services shall be deemed performed outside of the contract and the Consultant shall not be entitled to any compensation for said services.”

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 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
[BRJ]

CONSULTANT:

HARRIS & ASSOCIATES

By: _____
Name: John Harris
Title: Principal

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.

