

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES**  
**BETWEEN THE CITY OF CARSON AND**  
**INTERWEST CONSULTING GROUP, INC.**

This FIRST AMENDMENT FOR CONTRACT SERVICES (“Amendment”) is made and entered into July 21, 2020, by and between the CITY OF CARSON, a California municipal corporation (the “City”) and INTERWEST CONSULTING GROUP, INC., a California corporation (“Consultant”).

**RECITALS**

WHEREAS, on June 22, 2020, the City Manager of the City approved an Agreement for Contract Services with Consultant (“Agreement”), which is currently in effect; and

WHEREAS, the compensation section of the Agreement, Section 3, provides the maximum contract authorization delegated to the City Manager; and

WHEREAS, the parties wish to extend the term under the Agreement and compensation to Consultant, which additional compensation requires Council approval; and

WHEREAS, the parties desire to extend the compensation and term under the Agreement pursuant to the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

**AGREEMENT**

1. The above recitals are incorporated by reference as if set forth in full herein.
2. Section 2.1 of the Agreement, entitled “Contract Sum” shall be amended in its entirety to increase the Contract Sum by \$90,000 to read as follows:

“2.1 Contract Sum.

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 \$115,000.00 (One Hundred Fifteen Thousand and 00/100 Dollars) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

3. Section 3.4 of the Agreement, entitled “Term”, shall be amended to read, in its entirety, as follows:

“3.4 Term.

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 exceeding November 14, 2020, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

4. Exhibit “A” to the Agreement entitled “Scope of Services” is amended to add the following additional tasks, with the other provisions of Exhibit “A” remaining unmodified and in full effect:

“Consultant shall further provide other professional services that may be required by the City in the future, services will be provided by the Consultant on an hourly basis based upon the attached billing rate schedule. Services will be requested by the City on a task by task basis. The consultant will provide a written scope of services, estimate of hours and associates rates to the City. Once accepted by the City, the City's Contract Manager will provide a notice to proceed in writing to the Consultant, not to exceed \$25,000.”

5. Exhibit “C” to the Agreement entitled “Schedule of Compensation” is replaced in its entirety with Exhibit “C” attached to this Amendment.

6. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Consultant has signed and executed this Amendment.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

**ATTEST:**

\_\_\_\_\_  
Donesia Gause-Aldana, MMC  
City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny Soltani, City Attorney

**CONSULTANT**

INTERWEST CONSULTING GROUP, INC.

By: \_\_\_\_\_

Name: Terry Rodrigue

Title: President

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the Services at the following rates:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	Interim Public Works/Community Services/Parks & Recreation Departments Oversight Services	\$145/hour	~ 35 hrs/week	\$5,075/week
<b>TOTAL</b>				<b><u>\$ 89,999.00</u></b>

**II. Consultant shall further provide other professional services that may be required by City in the future, services will be provided by the Consultant on an hourly basis based upon the attached billing rate schedule. Services will be requested by the City on a task by task basis. Consultant will provide a written scope of services, estimate of hours and associates rates to the City. Once accepted by City, City's Contract Manager will provide a notice to proceed in writing to Consultant, not to exceed \$25,000, which shall be in addition to the amount set forth at Section I above.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**VI. Consultant's billing rates for all personnel are attached as Exhibit C-1 to the Agreement.**