

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and INTERWEST CONSULTING GROUP, INC., a Colorado corporation (“Consultant”), is effective as of the 6th day of October, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 22, 2020 (“Agreement”) whereby Consultant agreed to provide City management and advisory services for the Public Works Department and Community Services/Parks & Recreation Department, for a Contract Sum not to exceed \$24,999.c

B. On July 21, 2020, City and Consultant entered into an amendment of the Agreement (“Amendment No. 1”) to increase to Contract Sum by \$90,000, extend the Agreement term to November 14, 2020, and expand the scope of services to allow Consultant to provide other professional services on an ad hoc basis.

C. In 2018, California voters passed Proposition 68 which cleared the path for establishment of a statewide program for issuance of bonds for, among other things, new and improved parks throughout the state, with the majority of bond proceeds distributed through a competitive grant process.

D. Now, City and Consultant desire to again amend the Agreement for Consultant to provide services for coordination of and public outreach, grant writing, and conceptual design work for projects at Foisia Park and Carriage Crest Park and potentially the adjacent Sanitation District Leased Property in consideration for payment not to exceed \$50,000.

E. Amendment No. 1 inadvertently set the adjusted Contract Sum at \$115,000 rather than \$114,999, and this Amendment No. 2 is intended to reflect the accurate Contract Sum as though the mathematical error was not made in Amendment No. 1.

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:**

“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 ***One Hundred Sixty Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$164,999.00)*** ~~\$115,000.00 (One Hundred Fifteen Thousand and 00/100 Dollars)~~ (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

b. Section 3.4, “Term,” of the Agreement is hereby 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 ***June 30, 2021*** ~~November 14, 2020~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

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

“Consultant shall provide services to provide grant writing services with the aim of causing City to be awarded Proposition 68 grants for projects at Foisia Park and Carriage Crest Park and potentially the adjacent Sanitation District Leased Property, provide conceptual design work for such projects, and provide coordination and public outreach services.”

d. Exhibit “C,” “Schedule of Compensation,” of the Agreement, is hereby replaced in its entirety with Exhibit “C” of this Amendment No. 2, attached hereto and incorporated herein by this reference.

e. Exhibit “D,” “Schedule of Performance,” of the Agreement, is hereby replaced in its entirety with Exhibit “D” of this Amendment No. 2, attached hereto and incorporated herein by this reference.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

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 and Amendment No. 1. 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 and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, 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 No. 2, 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 No. 2.

5. **Authority.** The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 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 No. 2 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
(tjl)

CONSULTANT:

INTERWEST CONSULTING GROUP, INC.,
a Colorado corporation

By:_____

Name: Terry Rodrique
Title: President

By:_____

Name: Debra Thorson
Title: CFO
Address: 3107 28th St., Unit B
Boulder, CO 80308

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.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> 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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STATE OF CALIFORNIA

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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.

Signature: _____

OPTIONAL

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A. Interim Public Works/Community Services/Parks & Recreation Departments Oversight Services	\$145/hour	~ 35 hrs/week	\$5,075/week
		<i>SUBTOTAL</i>	<u>\$24,999.00</u>
B. <i>Ad Hoc services</i>	<i>\$145/hour</i>	<i>~ 20hrs/week</i>	<i>\$2,900/week</i>
		<i>SUBTOTAL</i>	<u>\$90,000.00</u>
C. <i>Proposition 68 services</i>	<i>\$145/hour</i>	<i>~ 25hrs/week</i>	<i>\$3,625/week</i>
		<i>SUBTOTAL</i>	<u>\$50,000.00</u>
		<i>TOTAL</i>	<u>\$164,999.00</u>

II. For Task IB, 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. Task IC shall be for Proposition 68-related services.

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.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

Consultant shall provide *Task IA* services from June 22, 2020 and through July 31, 2020, unless the City Manager informs Consultant at an earlier date that his services are no longer needed. Consultant's hours are estimated to be approximately 24 hours per week (3 days, 8 hours each) for Jim Ross and 8 hours per week for Terry Rodrigue, for a total of approximately 32 hours/week for 8 weeks. If this schedule is insufficient to accomplish the goals of the City Manager, Consultant or the City Manager may request a change in the schedule. The City Manager may further adjust the total hours worked per week as required after Consultant commences so as to allow this Agreement to be maintained under the City Manager's authority through the end of July 2020. ~~Thereafter, the City Manager may present an extension, if needed, to the City Council at its August 4, 2020 agenda or earlier if needed.~~

Task IB services shall be performed on an as-needed basis.

Task IC shall be performed between October 6, 2020 and June 30, 2021.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.