

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 2") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **ENVIRONMENTAL SCIENCE ASSOCIATES**, a California corporation ("Consultant") is effective as of the 7 day of May, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 18, 2016 ("Agreement") whereby Consultant agreed to provide Environmental Consulting Services for a three-year term for the contract sum of \$750,000 (not to exceed \$250,000 per contract year).

B. Due to an unanticipated increase in project applications, the Agreement was subsequently amended on May 1, 2018 ("Amendment") to increase the compensation to an amount not-to-exceed \$1,516,210 to provide for the increased Services.

C. The current language in Section 2.1 of the Agreement providing a not-to-exceed amount for each contract year does not provide for the fluctuation of invoice amounts inherent in an on-call or as-needed service, such as the Services provided by Consultant.

D. City and Consultant now desire to amend the Agreement to remove the not-to-exceed amount for each contract year, allowing for access to the agreed upon funds when the costs are incurred, rather than by contract year.

TERMS

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

1.1 **Section 2.1 of the Agreement, entitled "Contract Sum," shall be amended to read 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 One Million Five Hundred Sixteen Thousand, Two Hundred Ten Dollars (\$1,516,210) for the entire Term, ~~and shall not exceed Eight Hundred Sixteen Thousand Two Hundred Ten Dollars for the first year, and shall not exceed Three Hundred Fifty Thousand Dollars for each of years two and three of the Agreement~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

1.2 **Section VI. of Exhibit C, "Schedule of Compensation," shall be amended to read as follows:**

EXHIBIT NO. 3

"The total compensation for the Services shall not exceed ~~\$1,516,210~~ \$250,000 annually, and will not exceed ~~\$750,000 in total~~, as provided in Section 2.1 of this Agreement.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement 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 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 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 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


for Sunny K. Soltani, City Attorney

[ndp]

Teresta Chen, AEA

CONSULTANT:

ENVIRONMENTAL SCIENCE ASSOCIATES

By: 
Name: Albert Cuisinot
Title: Chief Financial Officer

By: 
Name: ~~Leslie Moulton Post~~ Gary W. Outes,
Title: ~~President~~ Sr. Vice President

Address: 626 Wilshire Blvd., Ste 1100
Los Angeles, CA 90017

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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~~ SAN FRANCISCO *help*

On May 20, 2019 before me, Beth L. Pototo, Notary Public, personally appeared Albert Gusirot, 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: *Beth L. Pototo*



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**
- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

- TITLE(S)**
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

ESA

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

SAN FRANCISCO
COUNTY OF ~~LOS ANGELES~~

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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: Beth L. Pototo



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