

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 4”) 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 18th day of October, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 18, 2016 (“Agreement”) whereby Consultant agreed to provide on-call environmental consulting services for a three-year term and a contract sum not-to-exceed \$750,000 for all three years, \$250,000 annually, with the option to extend the term for up to two additional one-year periods.

B. The Agreement was subsequently amended: (1) on May 1, 2018, pursuant to Amendment No. 1, to increase the compensation to an amount not-to-exceed \$1,516,210 to provide for the increased Services; (2) on May 7, 2019, pursuant to Amendment No. 2, to change the language from a not-to-exceed amount per year to a not-to-exceed amount per contract term; and (3) on October 1, 2019, pursuant to Amendment No. 3, to exercise the City’s first one-year option to extend the Term of the Agreement until October 18, 2020, to increase the Contract Sum to an amount not-to-exceed \$1,766,210 to enable the City to continue to use Consultant’s on-call environmental consulting services, and to clarify that Section III of Exhibit “C,” “Schedule of Compensation,” is not applicable to the Agreement.

C. The high volume of development projects in the City necessitates the continued use of Consultant’s on-call environmental consulting services to ensure development projects comply with CEQA requirements.

D. City and Consultant now desire to amend the Agreement a fourth time, to: (1) exercise the City’s second one-year option to extend the Term of the Agreement so that the Agreement expires on October 18, 2021; and (2) increase the Contract Sum by \$350,000 for a not-to-exceed amount of \$2,116,210 to enable the City to continue to use Consultant’s on-call environmental consulting services. City and Consultant also hereby desire to ratify and reaffirm the continuous and uninterrupted term of the Agreement commencing from October 18, 2016, and continuing through the effective date of this Amendment No. 4.

TERMS

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **Contract Changes.** The Agreement is amended as provided herein, with new text identified in ***bold italics*** and deleted text in ~~striketrough~~:

A. Section 2.1, “Contract Sum,” is hereby amended 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 *Two Million One Hundred Sixteen Thousand, Two Hundred Ten Dollars (\$2,116,210) (the “Contract Sum”)* ~~One Million Seven Hundred Sixty Six Thousand, Two Hundred Ten Dollars (\$1,766,210)~~ for the entire Term, unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4, “Term,” is hereby amended as follows:

“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 *five (5)* ~~four (4)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for one (1) additional one-year extended term (as “Extended Term”).~~

C. Section VI of Exhibit C, “Schedule of Compensation,” is hereby amended as follows:

“The total compensation for the Services shall not exceed *\$2,116,210* ~~\$1,766,210~~, as provided in Section 2.1 of this Agreement.”

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, all provisions of the Agreement (as amended by Amendment No.’s 1, 2 and 3) shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 4 to the Agreement.

4. **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. 4, 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. 4, 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.

5. **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. 4.

6. **Authority.** The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 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. 4 on the date(s) and year(s) set forth below, with express intent that this Amendment No. 4 shall be effective as of October 18, 2020.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Date: _____, 2020

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

ENVIRONMENTAL SCIENCE ASSOCIATES, a
California corporation

By: _____
Name: Albert Cuisinot
Title: Chief Financial Officer
Date: _____, 2020

By: _____
Name: Leslie Moulton-Post
Title: President
Date: _____, 2020
Address: 626 Wilshire Blvd., Ste 1100
Los Angeles, CA 90017

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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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

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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 _____