

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACTUAL SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** ("Amendment") by and between the **CITY OF CARSON** ("City") and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, a California Corporation ("Consultant") is effective as of the 5 day of June, 2018.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 6, 2017 ("Agreement") whereby Consultant agreed to provide Planning Services to help the City Update the General Plan and the Zoning Ordinance.

B. Since the agreement and General Plan Update project was initiated, the City has not generated sufficient project awareness or community engagement.

C. In order to address this concern, the City proposes to incorporate additional public outreach strategies and activities by increasing the Contract Sum of the agreement. The increased Contract Sum will allow the City to offer additional meetings, workshops, and forums that will support the project.

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum from One Million One Hundred Ten Thousand One Hundred Ninety-Four Dollars (\$1,110,194) to One Million One Hundred Seventy-Five Thousand One Hundred Ninety-Four Dollars (\$1,175,194) to enable the Consultant to provide additional public outreach services.

### TERMS

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

a. **The first paragraph of Section 2.1, Contract Sum, is hereby 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 One Hundred Ten Thousand One Hundred Ninety-Four Dollars (\$1,175,194)*** ~~One Million One Hundred Ten Thousand One Hundred Ninety-Four Dollars (\$1,110,194)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. **Exhibit "A" of the Agreement, entitled 'Scope of Services,' shall be amended to add the following tasks:**

**Task 4-I. Coffee Chats.** Coffee chats are informal conversations with community members. Coffee chats will take place in small group settings to create a more intimate and engaging space for the community to participate and discuss issues. The coffee chats will take place at least 1-2 times per month, in local coffee shops and libraries. The meetings will be publicized via social media channels, newsletters, as well as flyers distribution in community centers, libraries, parks and local establishments. Goals for the coffee chats are:

- Discuss community issues in detail (Note: a note-taker will be present and issues discussed will be summarized and reported to staff);
- Conduct asset mapping exercise;
- Obtain sign-ups for e-newsletters.

**Task 4-J. Pop-Up Workshops.** Pop-up workshops are informal opportunities to meet with community members and gather feedback on specific issues, such as housing, economic development, environment, etc. These workshops allow for varying length of interactions with the public and provide a comfortable and familiar environment for the community to engage. The pop-up workshops will occur as needed and as relevant and engaging events are identified. Pop-up workshops will be set-up in already-planned events, such as Philippine Independence Day and Juneteenth Celebration. Handouts will include brochures and pamphlets, as well as newsletter sign-up sheets and surveys for the public to fill out in paper format and in digital form via tablets. Goals for the pop-up workshops are:

- Spread awareness of the General Plan;
- Obtain sign-ups for e-newsletters;
- Distribute surveys about specific themes/topics;
- Discuss city issues with participants.

**Task 4-K. Stakeholder Forums.** Stakeholder forums are meetings with established groups or businesses on specific topics and issues. Each forum will have multi-lingual outreach and collateral materials that can engage each targeted population. The topics and issues for each forum are as follows, based on the key themes identified: Economic Development, Education, Environment, Parks, and Transportation. Forums will invite organizations and stakeholders that are involved with each one of the identified topics to further reach out to residents that are engaged.

| <i>Meetings</i>   | <i>Products</i>                   |
|---|-----------------------------------|
| <i>Coffee Chats (18)</i><br><i>Pop-Up Workshops (20)</i><br><i>Stakeholder Forums (5)</i> | <i>Meeting Results Memorandum</i> |

c. Exhibit “C” of the Agreement, entitled ‘Scope of Services,’ shall be amended as follows:

|    | Phase/Task  | Time (from Project Start to Completion) | Sub-Budget                                |
|----|---|---|---|
|    | <b>Phase I: Project Initiation, Visioning, and Issue Identification</b> | <b>7 Months</b>                         | <b>\$256,133</b>                          |
| 1. | Project Initiation  | 3 Months                                | \$34,876                                  |
| 2. | Visioning and Issue Identification                                      | 6.5 Months                              | \$73,331                                  |
| 3. | Existing Conditions, Trends, and Opportunities Assessment               | 7 Months                                | \$147,926                                 |
|    |   |   |   |
|    | <b>Phase II: Options and Strategies</b>                                 | <b>14.5 Months</b>                      | <b>\$220,187</b>                          |
| 4. | Alternatives  | 11.5 Months                             | \$144,067                                 |
| 5. | Preferred Plan  | 14.5 Months                             | <del>\$76,120</del> <b>\$141,120</b>      |
|    |   |   |   |
|    | <b>Phase III: Draft and Final Documents</b>                             | <b>28 Months</b>                        | <b>\$633,874</b>                          |
| 6. | Draft General Plan  | 20 Months                               | \$155,132                                 |
| 7. | Draft and Final EIR   | 23 Months                               | \$203,495                                 |
| 8. | Planning and Zoning Code Update   | 28 Months                               | \$249,500                                 |
| 9. | Hearings and Adoption   | 25.5 Months                             | \$25,747                                  |
|    | <b>TOTAL</b>  | <b>28 Months</b>                        | <del>\$1,110,194</del> <b>\$1,175,194</b> |

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 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 L. Gause, MMC, City Clerk



**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

  
Sunny K. Soltani, City Attorney  
[npd]

**CONSULTANT:**

DYETT & BHATIA, a California Corporation

By: 

Name: Rajeev Bhatia

Title: President, Secretary and Chief Financial Officer

Address: 755 Sansome Street, Suite 400  
San Francisco, CA 94111

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

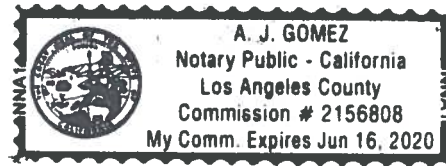
COUNTY OF LOS ANGELES

On 6/26, 2018 before me, A.J. GOMEZ, personally appeared Rajeev Bhadia 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: AJ Gomez



### 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))  
\_\_\_\_\_  
\_\_\_\_\_

### 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

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 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: \_\_\_\_\_

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- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL
- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ 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