

C-20-059

**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")."

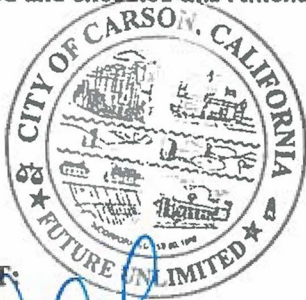
4. Exhibit "A" to the Agreement entitled "Scope of Services" is amended to add the following additional tasks, with the other provisions of Exhibit "A" remaining unmodified and in full effect:

"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."

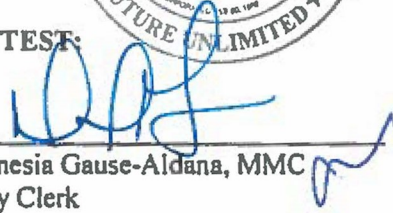
5. Exhibit "C" to the Agreement entitled "Schedule of Compensation" is replaced in its entirety with Exhibit "C" attached to this Amendment.

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.



ATTEST:


Donesia Gause-Aldana, MMC
City Clerk

APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP


Sunny Soltani, City Attorney

CITY:


CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

CONSULTANT

INTERWEST CONSULTING GROUP, INC.

By: 
Name: Terry Rodriguez
Title: President

By: 
Name: Debra Thorson
Title: CFO

Address: _____

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
TOTAL				<u>\$ 89,999.00</u>

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: Rich Delich PHONE (A/C, No, Ext): 312-856-9400 E-MAIL: rdelich@rbninsurance.com FAX (A/C, No): 312-856-9425															
INSURED Interwest Consulting Group P.O. Box 18330 Boulder CO 80308		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER C: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER D: Great American E&S Ins. Co.</td> <td>37532</td> </tr> <tr> <td>INSURER E: Axis Insurance Company</td> <td>37273</td> </tr> <tr> <td>INSURER F: Twin City Fire Insurance Co.</td> <td>29459</td> </tr> </table>		INSURER	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C: Navigators Insurance Company	42307	INSURER D: Great American E&S Ins. Co.	37532	INSURER E: Axis Insurance Company	37273	INSURER F: Twin City Fire Insurance Co.	29459
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COVERAGES

CERTIFICATE NUMBER: 738700393

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	83UENZV3951	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83UENPY9100	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH20EXC885600IV	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECE0623	5/12/2020	5/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			TER285-99-95	10/3/2020	10/3/2021	Each Claim/Aggregate 10,000,000
E	Cyber Liability			P-001-000012730-04	10/3/2020	10/3/2021	Each Claim/Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured on a primary and non-contributory basis as respects the General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies in favor of the additional insured as respects the General Liability, Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Carson
701 E. Carson Street
Carson CA 90745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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