

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the City of Carson, a California municipal corporation (“City”) and CliftonLarsonAllen LLP, a Minnesota limited liability partnership (“Consultant”), is effective as of the 2nd day of March, 2021.

RECITALS

A. The City and White Nelson Diehl Evans LLP (“WNDE”), a California limited liability partnership, entered into that certain Agreement for Contract Services (“Agreement”) dated June 8, 2016, whereby WNDE agreed to provide Independent Audit Services to City for a term of three years, ending on June 30, 2019, followed by up to two (2) additional one (1) year terms which may be exercised at the option of the parties via a writing executed by the City Manager and WNDE.

B. On July 1, 2019, the City and WNDE amended the Agreement (“Amendment No. 1”) to reflect the exercise of the first of the two one-year extensions and to make other necessary amendments to continue WNDE’s services, and to ratify and affirm the continuous and uninterrupted Term of the Agreement continuing through June 30, 2020.

C. On July 14, 2020, the City and WNDE again amended the Agreement to reflect the exercise of the second of the two one-year extensions to extend the term of the Agreement for one year, from July 1, 2020 through June 30, 2021.

D. On or about November 1, 2020, the partners of WNDE joined and became principals of Consultant, and thereafter caused WNDE to assign all of its rights, interests, duties and obligations under the Agreement and all amendments thereto to Consultant, and Consultant assumed the same. Such assignment and assumption is subject to City approval under the Agreement.

E. Section 4.5 of the Agreement provides that “neither this Agreement nor any interests herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without prior written approval of City.” Accordingly, WNDE’s assignment of its rights, interests, duties and obligations under the Agreement and all amendments thereto to Consultant, may not be effectuated without City approval. The City is amenable to the requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 3 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of WNDE’s rights, interests, duties and obligations under the Agreement to Consultant, effective as of the effective date of this Amendment No. 3, and WNDE acknowledges and consents to same.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ format).

Section 4.5, "Prohibition Against Subcontracting or Assignment," of the Agreement is hereby amended to read in its entirety as follows:

"The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. *Notwithstanding the foregoing, and as a sole exception thereto, City approves of the assignment and transfer of the Consultant's rights, interests, duties, and obligations under this Agreement from 'White Nelson Diehl Evans LLP,' a California limited liability partnership, to 'CliftonLarsonAllen LLP,' a Minnesota limited liability partnership, as requested and agreed to by said parties, effective as of March 2, 2021.* No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, 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, Amendment No. 1, and Amendment No. 2. 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 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

CLIFTONLARSONALLEN LLP,
a Minnesota limited liability partnership

By: _____
Name: Robert J. Callanan
Title: Principal
Address: 2875 Michelle Drive, Suite 300
Irvine, CA 92606

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 _____, 2021 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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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: _____

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	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE