

## **AMENDMENT NO. 2**

### **TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and BOUCHER LAW, a Sole Proprietorship (“Consultant”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

### **RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated February 10, 2020 (“Agreement”), for an initial contract sum of \$24,999 over a contract term of one year, whereby Consultant agreed to provide services related to two project-specific Task Orders to conduct impartial and independent investigations into confidential personnel matters of the City.

B. The services are compensated based on specified hourly rates set forth in the Agreement.

C. On June 4, 2020, City issued a Request for Qualifications (“RFQ”) due to an increased demand for services. Consultant submitted a response to the RFQ and was recommended by City staff for a City Council award of \$225,000 for additional services over a three-year Agreement extension period, with two City options to extend the term for additional one-year periods thereafter for compensation not to exceed \$75,000 per one-year option period (the “Recommended Award”).

D. On December 1, 2020, Consultant was provisionally awarded \$25,000 for additional services pending further/final consideration of the RFQ by the City Council. Pursuant to that action, the City and Consultant entered into an Amendment No. 1 to the Agreement, effective February 10, 2021, to: (i) modify the scope of services as necessary to include the additional services pursuant to the RFQ award; (ii) extend the contract term for three years from the effective date of the Amendment No. 1 (i.e., from February 10, 2021 to February 10, 2024); and (iii) increase the contract sum by \$25,000, from \$24,999 to \$49,999.

E. On March 16, 2021, upon further/final consideration of the RFQ by the City Council, Consultant was granted the full Recommended Award (net of the \$25,000 approval pursuant to Amendment No. 1). To effectuate that award, City and Consultant now desire to enter into this Amendment No. 2 to: (i) increase the contract sum by \$200,000, from \$49,999 to \$249,999, over the initial term of the Agreement as extended pursuant to Amendment No. 1 (i.e., until February 10, 2024); and (ii) add two City options to extend the term of the Agreement for up to two one-year periods thereafter, with compensation not to exceed \$75,000 per one-year option period.

### **TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 2.1 (“Contract Sum”) is hereby amended to read in its entirety as follows (additions shown in ***bold italics***):

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by reference, but not exceeding the maximum contract amount of ***Two Hundred*** Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$249,999) (“Contract Sum”). ***In the event City exercises one or both of its one-year options to extend the term of the Agreement pursuant to Section 3.4, the compensation for each such one-year option period shall not exceed Seventy-Five Thousand Dollars (\$75,000).***”

B. Section 3.4 (“Term”) is hereby amended to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until February 10, 2024, except as otherwise provided in the Schedule of Performance. City shall have the option, in its sole and absolute discretion, to extend the term of the Agreement for up to two additional one-year periods thereafter upon execution of a written amendment to this Agreement.”

C. Section III of Exhibit “C,” Schedule of Compensation, of the Agreement is hereby deleted.

D. Section V of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows (additions shown in ***bold italics***):

“The total compensation for the Services shall not exceed \$249,999, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, 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 Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[signatures on the following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first set forth above.

**CITY:**

CITY OF CARSON, a municipal corporation

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Lula Davis-Holmes, Mayor

**ATTEST:**

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Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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Sunny K. Soltani, City Attorney  
[BRJ]

**CONSULTANT:**

BOUCHER LAW, a Sole Proprietorship

By: \_\_\_\_\_  
Name: Christopher Boucher  
Title: Owner; Attorney

Address: 2081 Center Street  
Berkeley, CA 94704

**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 _____