

17-002

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 **CHICAGO TITLE COMPANY**, a California Corporation (“Consultant”) is effective as of the 1st day of July, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2017 (“Agreement”) whereby Consultant agreed for a one-year period from July 1, 2017 to June 30, 2018, with option to extend the Agreement for two 1-year extensions at City’s sole discretion, to provide property insurance title reports (PIRT) policies, PIRT updates and document recording services (“Services”) for a total contract sum of \$10,000.

B. City and Consultant now desire to amend the Agreement to continue the Services for an additional one-year period from July 1, 2018 through June 30, 2019, increasing compensation by \$10,000 for the additional one-year period for a total contract sum not-to-exceed \$20,000.

TERMS

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

A. **Section 2.1, “Contract Sum,” shall be amended as follows:**

“2.1 Contract Sum. 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 this reference, but not exceeding the maximum contract amount of Twenty Thousand Dollars (\$20,000) (“Contract Sum”).”

B. **Section 3.4, “Term,” shall be amended 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 complete of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). City may, at its sole discretion, extend this Agreement for one 1-year extensions.”

C. **Section IV of Exhibit C, “Schedule of Compensation,” shall be amended as follows:**

EXHIBIT NO. 2

“The total compensation for the Services shall not exceed \$20,000 as provided in Section 2.1 of this Agreement.”

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.



ATTEST:

[Signature]
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
Sunny K. Soltani, City Attorney

[ndp]

CITY:

CITY OF CARSON, a municipal corporation

[Signature]
Kenneth C. Farthing, City Manager

CONTRACTOR:

Chicago Title Company

By: *[Signature]*
Name: Catherine D. Benyman
Title: Title Operations Manager, V.P.

By: *[Signature]*
Name: Terry J. O'H
Title: Vice President - PR/CMGR

Address: 3127 Transworld Dr., Suite 130
Stockton, CA 95206

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.

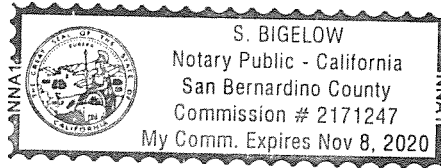
STATE OF CALIFORNIA
San Bernardino (SB)
 COUNTY OF ~~LOS ANGELES~~

On July 18, 2018 before me, S. Bigelow, personally appeared Catherine D. Bemmman, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: S. Bigelow



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.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p>TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p> <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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STATE OF CALIFORNIA

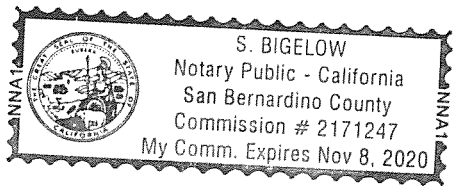
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<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____ NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____ DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____ SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE/POLICY	TIME (business days)	SUB-BUDGET
A.	PIRT policies	\$100	1-2	\$5,000
B.	PIRT updates	\$30	1-2	\$1,000
C.	Document recording	At cost	1-2	\$4000
	TOTAL			\$10,000

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services. NOT APPLICABLE

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 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid monthly invoice. Each invoice is to include:

- A. Line items for all 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 \$ 10,000, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1. NOT APPLICABLE

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:

	Task	Days to Perform from date of request
A.	PIRT policies	1-2 business days
B.	PIRT updates	1-2 business days
C.	Document recordation	1-2 business days

- II. Consultant shall deliver the following tangible work products to the City by the following dates. NOT APPLICABLE
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.