

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **CARL WARREN & COMPANY**, a California corporation (“Contractor”) is effective as of the 30th day of June, 2019.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated July 1, 2014 (“Agreement”) whereby Contractor agreed to provide third-party claims administration services for a term ending on June 30, 2017, and for an initial Contract Sum of \$163,620.

B. Through three subsequent amendments, the term of the Agreement was extended until June 30, 2019, and the Contract Sum was increased to \$283,561.

C. City and Contractor now desire to amend the Agreement to extend the term for three months to end on September 30, 2019, and to increase the Contract Sum to \$297,883, with \$14,322 allocated for work to be completed between July 1, 2019, and September 30, 2019.

TERMS

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

(a) Section 2.1, Contract Sum, is hereby amended to read as follows (new text is identified in ***bold italics***, deleted text in ~~strike through~~):

“For the services rendered pursuant to this Agreement, the Contractor 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 ***Two Hundred and Ninety-Seven Thousand Eight Hundred and Eighty-Three Dollars (\$297,883)*** ~~Two Hundred Eighty-Three Thousand Five Hundred Sixty-One Dollars (\$283,561)~~ (herein "Contract Sum"), except as provided in Section 1.8, with Two Hundred Twenty-Six Thousand Two Hundred Seventy-Three Dollars (\$226,273) of that amount previously allocated for the Services performed from July 1, 2014 through June 30, 2018, ~~and Fifty-Seven Thousand Two Hundred Eighty-Eight (\$57,288)~~ for the Services to be provided from July 1, 2018 through June 30, 2019, ***and Fourteen Thousand Three Hundred and Twenty-Two Dollars (\$14,322) for Services to be performed from July 1, 2019 through September 30, 2019.*** The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of

completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.”

(b) Section 3.4, Term & Extended Term(s), is hereby replaced in its entirety with the following:

“Unless earlier terminated in accordance with Sections 7.7 and 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after July 1, 2014 and end at the close of business on September 30, 2019.”

(c) A new row is hereby added to the chart in Section B-1 of Exhibit C, Schedule of Compensation, which shall read as follows:

FLAT MONTHLY COMPENSATION*	
YEAR 6	\$4,774/month

(d) Section B-2 of Exhibit C, Schedule of Compensation, is hereby revised as follows (new text is identified in **bold italics**, deleted text in ~~strike through~~):

“B-2 In the event the total number of claims adjusted in any one contract year exceeds or is less than 55 claims by a factor of 10%, the annual **or monthly** fee may be adjusted but only upon mutual agreement of the parties to the Agreement, signed and in writing by the party to be charged.”

(e) The first paragraph of Section B-3 of Exhibit C, Schedule of Compensation, is hereby revised as follows, with the rest of Section B-3 remaining in place unchanged (new text is identified in **bold italics**, deleted text in ~~strike through~~):

“CONTRACTOR will submit invoices to CITY for approval and payment on a monthly basis in the amount of 1/12 of the Flat

Annual Compensation *or in the full amount of the Flat Monthly Compensation, as applicable.* In addition to the Flat Annual Compensation *or Flat Monthly Compensation*, CITY shall reimburse CONTRACTOR for:”

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 Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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 Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [BWB]

CONSULTANT:

CARL WARREN & COMPANY, a California sub-chapter "S" ESOP (Employee Stock Ownership Program) corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

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 _____, 2019 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	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<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

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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