

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ADVANTAGE MAILING, LLC, a Delaware limited liability company (“Consultant”) is effective as of the _____ day of _____, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated August 30, 2019 (“Agreement”) whereby Consultant agreed to certain printing and mailing services for a City publication known as the Community Services Guide and Carson Report Combination Flip Book (“Services”) for (3) years for a total contract sum of \$170,898.24 with the option to extend the Term for an additional 3 years.

B. On July 12, 2022, City and Consultant entered into an amendment to the Agreement (“Amendment No. 1”) to: (1) extend the Term of the Agreement for an additional 3 years to correct an inadvertent omission where the Agreement did not provide the option to extend the Term for an additional 3 years, consistent with the City Council’s original approval; and (2) increase the compensation by \$100,244.64 to cover the costs of the Services for the first of the 3 years of the extended Agreement Term, for a total not-to-exceed contract sum of \$271,142.88.

C. At the time the parties entered into Amendment No. 1, due to rising inflation and market volatility, costs for the Services over the remaining 3 years of the extended Term were unpredictable. However, Consultant guaranteed a not-to-exceed cost of \$100,244.64 for Services for the Fall 2022 – Summer 2023 year, as reflected in Amendment No. 1, with the understanding that as Summer 2023 approached, City and Consultant would come back to the City Council for approval of costs for the 2nd and 3rd year of the extension.

D. Now, the parties seek to again amend the Agreement to increase the Contract Sum by \$193,649.00 to cover the costs of Services for the last two years of the extended Agreement Term, thereby bringing the total Contract Sum to \$464,791.88.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“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 *Four Hundred Sixty Four Thousand Seven Hundred Ninety*

~~One Two Hundred Seventy One Thousand One Hundred Forty Two Dollars and Eighty Eight Cents (\$464,791.88)~~~~\$271,142.88~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section I. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

“Consultant shall perform the following tasks at the following rates, annually:

Community Services Guide and Carson Report Combination Flip Book Issue	Print Cost	Mailing Preparation Services
Fall (2019/2020/2021)	\$13,542.72 per issue	\$698.80 per issue
Winter (2019-2020/2020-2021/2021-2022)	\$13,542.72 per issue	\$698.80 per issue
Spring (2020/2021/2022)	\$13,542.72 per issue	\$698.80 per issue
Summer (2020/2021/2022)	\$13,542.72 per issue	\$698.80 per issue
Fall 2022, Winter 2022-2023, Spring 2023, Summer 2023	not-to-exceed \$24,358.33 per issue	not-to-exceed \$702.83 per issue
<i>Winter 2023-2024, Spring 2024, Summer 2024, Fall 2024</i>	<i>not-to-exceed \$23,075.00 per issue</i>	<i>not-to-exceed \$785.00 per issue</i>
<i>Winter 2024-2025, Spring 2025, Fall 2025, Summer 2025</i>	<i>not-to-exceed \$23,767.25 per issue</i>	<i>not-to-exceed \$785.00 per issue</i>

C. Section V. of Exhibit C (Schedule of Compensation) shall be amended as follows:

“The total compensation for the Services shall not exceed ~~\$464,791.88~~~~\$271,142.88~~ as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this 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 and Amendment No. 1. 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. 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 No. 2, 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. 2, 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. 2.

5. **Authority.** The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ADVANTAGE MAILING, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 1600 N. Kraemer Blvd.
Anaheim, CA 92806

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 _____, 2023 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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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 _____, 2023 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: _____

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