

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES FOR THIRD PARTY CLAIMS ADMINISTRATION ("Amendment No. 3") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **CARL WARREN & COMPANY**, a California sub-chapter "S" ESOP (Employee Stock Ownership Program) corporation ("Contractor") is effective as of the ____ day of _____, 2018.

RECITALS

- A. City and Contractor entered into that certain Contract Services Agreement for Third Party Claims Administration dated July 1, 2014 ("Agreement") whereby Contractor agreed to provide investigative and administrative Services related to legal claims against the City, including but not limited to supervision and administration of the Self-Insurance program for the City, and representing the City in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the City, for a three year term through June 30, 2017 for a not-to-exceed contract sum of One Hundred Sixty-Three Thousand, Six Hundred Twenty Dollars (\$163,620).
- B. City and Contractor amended the Agreement for the first time (Amendment No. 1) on July 1, 2017, so as to extend the term by one year from July 1, 2017 through June 30, 2018, additional Services performed for a not-to-exceed contract sum of Fifty-Eight Thousand Nine Hundred Fifty Dollars (\$58,950) for the additional one year term. This extension of services increased the Contract Sum to a total of Two Hundred Twenty-Two Thousand Five Hundred Seventy Dollars (\$222,570), with One Hundred Sixty Three Thousand Six Hundred and Twenty Dollars (\$163,620) of that amount previously allocated for the Services performed from July 1, 2014 through June 30, 2017.
- C. City and Contractor amended the Agreement for the second time (Amendment No. 2) on July 1, 2017 so as to approve payment for extra work expenses submitted by Contractor in the amount of Three Thousand Seven Hundred and Three Dollars (\$3,703) incurred in the performance of Services during the Fiscal Year ending June 30, 2017, thereby increasing the total Contract Sum for services from July 1, 2014 through June 30, 2018 to a not-to-exceed amount of Two Hundred Twenty-Six Thousand Two Hundred Seventy-Three Dollars (\$226,273).
- D. City and Contractor now desire to amend the Agreement to extend the term by one year, from July 1, 2018 through June 30, 2019. This extension of Services will be performed for \$4,774/month, for a total of Fifty-Seven Thousand Two Hundred Eighty-Eight (\$57,288) for the year. This extension of Services increases the Contract Sum to a total of Two Hundred Eighty-Three Thousand Five Hundred Sixty-One Dollars (\$283,561), 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.

EXHIBIT NO. 02

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 3.4, Term & Extended Term, is amended to read as follows:**

"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 June 30, ~~2018~~ *2019*, having been extended *by Amendment No. 1* from June 30, 2017 *through June 30, 2018* (the "First Extended Term"), *and extended by Amendment No. 2 from June 30, 2018 through June 30, 2019 (the "Second Extended Term")*. ~~City shall have the right, in its sole and unfettered discretion, to extend the Term of this Agreement for one additional one year extension (the "Second Extended Term"). City shall exercise its right to the Second Extended Term of this agreement by giving written notice of its election to do so to Contractor not less than six (6) months prior to the expiration of the First Extended Term of this Agreement."~~

b) **Section 2.1 Contract Sum, is amended to read as follows:**

"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 Twenty Two Thousand Five Hundred Seventy Dollars (\$222,570)~~ (herein "Contract Sum"), ~~except as provided in Section 1.8, with One Hundred Sixty Three Thousand Six Hundred and Twenty Dollars (\$163,620) of that amount previously allocated for the Services performed from July 1, 2014 through June 30, 2017, and \$60,000 for the Services to be provided from July 1, 2017 through June 30, 2018~~ *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. In the event City exercises its right to the Second Extended Term of this Agreement, compensation for that term shall be Fifty-Seven Thousand, Two Hundred and Eighty-Eight Dollars (\$57,288.00), except as may be provided for in Exhibit "C".* 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."

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
[gjp]

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 _____, 2018 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 _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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On _____, 2018 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

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ **TITLE(S)**
☐ PARTNER(S) ☐ LIMITED
☐ ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE