

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

TIDS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF CARSON** ("City") and **NORMAN A. TRAUB ASSOCIATES**, a California corporation ("Contractor") is effective as of the 18th day of September, 2018.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated July 1, 2015 ("Agreement") whereby Contractor agreed to provide personnel investigation services on behalf of City, as further articulated in Exhibit "A" of the agreement, for investigation services.

B. The City Manager approved a three-year contract services agreement for investigation services in the contract amount of Twenty Four Thousand and 00/100 dollars (\$24,000) ("Contract Sum").

C. City and Contractor amended the contract in January 2017, to add Eighty-Five Thousand 00/100 dollars (\$85,000.00) to the Contract Sum. This amendment to the Contract Sum increased the Contract Sum to a total of One Hundred Nine Thousand and 00/100 dollars (\$109,000.00).

D. City and Contractor now desire to amend the Agreement to add Fifty Thousand, Seven Hundred Sixty-nine dollars and 05/100 (\$50,769.05) to the Contract Sum. This amendment to the Contract Sum increases the Contract Sum to a total of One Hundred Fifty-nine Thousand, Seven Hundred Sixty-nine and 05/100 dollars (\$159,769.05).

E. City and Contractor now desire to extend the contract to July 31st 2018 to pay invoices for services rendered in July 2018.

TERMS

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

A. **Section 2.1, Contract Sum, is hereby amended 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 One Hundred Fifty-nine Thousand, Seven Sixty-nine and 05/100 dollars (\$159,769.05) (herein "Contract Sum").

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 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 L. Gause, CMC, City Clerk

APPROVED AS TO FORM:
ALESQUIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

NORMAN A. TRAUB ASSOCIATES, a California
sole proprietorship

By: _____

Name: Norman A. Traub

Title: President

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 _____, 2016 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 INDIVIDUAL

- ☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) LIMITED
- ☐ ATTORNEY-IN-FACT ☐ GENERAL
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