

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES

("Amendment") 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 6th day of May, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 8, 2017 ("Agreement") for a term of 7 months whereby Consultant agreed to provide printing and certain related services for three (3) quarterly issues (Winter 2017-2018, Spring 2018, and Summer 2018) of a City publication known as the Community Services Guide and Carson Report Combination Flip Book ("Flip Book") for a total contract sum of \$30,825.

B. The Agreement allowed for City, at City's discretion, to renew the Agreement for an additional one year period to provide printing and related services for four (4) issues of the Flip Book for \$41,100.

C. City has since decided to renew the Agreement for an additional one year period to provide printing and related services for four (4) quarterly issues (Fall 2018, Winter 2018-2019, Spring 2019, and Summer 2019) of the Flip Book and further update the Scope of Services to increase the size of the Flip Book from 48 pages to 52 pages and add a glossy finish to the pages for a total contract sum of \$62,029 for the additional one year of service.

D. The Fall 2018 issue of the Flip Book containing a total of 52 pages with a glossy finish has already been printed and prepared for mailing pursuant to the terms of this Amendment, and City desires three more issues to be printed.

E. City and Consultant now desire to amend the Agreement to continue these services pursuant to the terms of this Amendment for an additional one-year period to provide for four (4) issues of the Flip Book, increase compensation by \$62,029 for a total contract sum not to exceed \$92,854, and to ratify the printing and mailing preparation of the Fall 2018 issue of the Flip Book pursuant to the terms of this Amendment (being one of the four issues printed under the terms of this Amendment).

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," shall be amended as follows:**

"2.1 Contract Sum. 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

Exhibit 2

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reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Thirty Thousand Eight Hundred Twenty Five Dollars~~ *Ninety Two Thousand Eight Hundred Fifty Four Dollars (\$30,825\$92,854)* (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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 *for the period of November 8, 2017 through May 5, 2019* until completion of the services but not exceeding one (1) years from the date hereof, *unless City exercises at City's discretion the City's option for one (1) additional, separate and distinct, one year renewal for the printing of four (4) issues of the Community Services Guide and Carson Report Combination Flip Book for an amount not to exceed \$41,100, and* except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. **Section I. B. of Exhibit A, "Scope of Services," shall be amended as follows:**

"B. *For the 2017-2018 year (Winter 2017-2018, Spring 2018, and Summer 2018)*, Consultant shall print three (3) issues of the Community Services Guide and Carson Combination Report Flip Book, with each issue printed according to the following specifications:

1. Pages
 - (a) 48 pages (including cover).
2. Quantity
 - (a) 35,000 Books (overs and unders may not exceed 10%).
3. Frequency
 - (a) Publish three (3) quarterly issues (Winter *2017-2018*/Spring *2018*/Summer *2018*).
4. Trim Size
 - (a) 8.25" X 10.375".
5. Artwork/Copy
 - (a) The City will provide digital files in the form of Press Quality PDF's. Programs used may include Adobe Illustrator, Adobe Photoshop, and Quark Express, using Macintosh Computer. Two (2) Press Quality PDF's will be provided to be combined as one publication. Community

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Services Guide totals 38-pages; Carson Report totals 10-pages (including covers).

6. Proofs
 - (a) Publication will be approved by PDF.
7. Cover (Full Color)
 - (a) Three (3) issues, printed on 80-lb. Matte Text, recycled paper (front pages in full color only), inside cover pages to be printed in black ink.
8. Inside stock
 - (a) 50-lb. Opaque Husky (inside stock to be printed in black ink only).
9. Bindery
 - (a) Saddle stitched, trim to size.
10. Packaging
 - (a) Bundled for convenience.
11. Shipping
 - (a) Deliver 34,200 copies to the Long Beach Post Office first, then to Los Angeles Post Office.
 - (b) Deliver 800 copies to City Hall, Attn: Public Information Office at 701 E. Carson St. Carson, CA. 90745, (use loading dock at east side of building).

D. Section I. D. shall be added to Exhibit A, "Scope of Services," as follows:

"D. For the 2018-2019 year (Fall 2018, Winter 2018-2019, Spring 2019, and Summer 2019), Consultant shall print four (4) issues of the Community Services Guide and Carson Report Combination Flip Book, with each issue printed according to the following specifications:

- 1. Pages***
 - (a) 52 pages (including cover).***
- 2. Quantity***
 - (a) 35,000 Books (overs and unders may not exceed 10%).***

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3. *Frequency*
 - (a) *Publish four (4) quarterly issues (Fall 2018/Winter 2018-2019/Spring 2019/Summer 2019).*
4. *Trim Size*
 - (a) *8.25" X 10.375".*
5. *Artwork/Copy*
 - (a) *The City will provide digital files in the form of Press Quality PDF's. Programs used may include Adobe Illustrator, Adobe Photoshop, and Quark Express, using Macintosh Computer. Two (2) Press Quality PDF's will be provided to be combined as one publication. Community Services Guide totals 40-pages; Carson Report totals 12-pages (including covers).*
6. *Proofs*
 - (a) *Publication will be approved by PDF.*
7. *Cover (Full Color) and Inside Stock (black ink only)*
 - (a) *52 page self cover 4/4 on 70 lb. #3 gloss book.*
 - (b) *Front pages in full color only*
 - (c) *Inside stock to be printed in black ink only*
8. *Bindery*
 - (a) *Saddle stitched, trim to size.*
9. *Packaging*
 - (a) *Bundled for convenience.*
10. *Shipping*
 - (a) *Deliver 34,200 copies to the Long Beach Post Office first, then to Los Angeles Post Office.*
 - (b) *Deliver 800 copies to City Hall, Attn: Public Information Office at 701 E. Carson St. Carson, CA. 90745, (use loading dock at east side of building)."*

E. Section II. B. shall be added to Exhibit A, "Scope of Services," as follows:

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“II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. *For the 2017-2018 year, Three (3) quarterly issues of the Community Services Guide and Carson Report Combination Flip Book, with a total of 35,000 prints per issue.*

B. *For the 2018-2019 year, four (4) quarterly issues of the Community Services Guide and Carson Report Combination Flip Book, with a total of 35,000 prints per issue.”*

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

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

Community Services Guide and Carson Report Combination Flip Book	Print Cost	Mailing Preparation Services
2017-2018 Winter Issue	\$8,642.58	\$698.33
2018 Spring Issue	\$8,642.58	\$698.33
2018 Summer Issue	\$8,642.58	\$698.33
2017-2018 10 % printing industry standard on printing overage allowance	\$2,802.27	
2018 Fall Issue	\$13,399.06	\$698.33
2018-2019 Winter Issue	\$13,399.06	\$698.33

<i>2019 Spring Issue</i>	<i>\$13,399.06</i>	<i>\$698.33</i>
<i>2019 Summer Issue</i>	<i>\$13,399.06</i>	<i>\$698.33</i>
<i>2018-2019 10 % printing industry standard on printing overage allowance</i>	<i>\$5,638.96</i>	

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

“The total compensation for the Services shall not exceed ~~\$30,825~~**\$92,854** as provided in Section 2.1 of this Agreement.”

- H. **Section II. B. shall be added to Exhibit D, “Schedule of Performance,” as follows:**

B. 2018-2019 Community Services Guide and Carson Report Combination Flip Books

1. Fall Issue (September 2018/ October 2018/ November 2018)

(a) Copy to Printer: July 18, 2018

(b) Mailing Date: Week of July 30 – August 4, 2018

2. Winter Issue (December 2018/ January 2019/ February 2019)

(a) Copy to Printer: October 17, 2018

(b) Mailing Date: Week of October 29 – November 3, 2018

3. Spring Issue (March 2019/ April 2019/ May 2019)

(a) Copy to Printer: January 16, 2019

(b) Mailing Date: Week of January 28 – February 2, 2019

4. *Summer Issue (June 2019/ July 2019/ August 2019)*

(a) *Copy to Printer: April 17, 2019*

(b) *Mailing Date: Week of April 29 – May 4, 2019”*

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.

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
[ndp]

CONSULTANT:

ADVANTAGE MAILING, a Delaware limited liability company

By: _____
Name: Trudy Marcoux
Title: Account Executive/ Bid Officer

By: _____
Name:
Title:
Address: Advantage Mailing, LLC
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.

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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

- ☐
☐

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

- ☐

PARTNER(S)

- ☐

LIMITED

- ☐

GENERAL

- ☐

ATTORNEY-IN-FACT

- ☐

TRUSTEE(S)

- ☐

GUARDIAN/CONSERVATOR

- ☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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	
	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