

AMENDMENT NO. 1

TO AMENDED AND RESTATED AGREEMENT FOR ADMINISTRATIVE SERVICES BY AND BETWEEN THE CITY OF CARSON AND PHASE II SYSTEMS d/b/a PUBLIC AGENCY RETIREMENT SERVICES

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT FOR ADMINISTRATIVE SERVICES (“Amendment No. 1”) by and between the City of Carson, a California municipal corporation (“Agency”), and Phase II Systems, a corporation organized and existing under the laws of the State of California, d/b/a Public Agency Retirement Services (hereinafter “PARS”), is effective as of the 15th day of September, 2020.

RECITALS

A. The Agency and PARS entered into that certain Administrative Services Agreement (“Agreement”) effective January 1, 1992, whereby PARS agreed to provide certain administrative services to the City’s retirement plan for part-time, seasonal, and temporary employees (“Plan”).

B. On June 27, 1996, PARS, through a letter to then City Administrator, set out the scope of PARS billing practices under the Agreement.

C. On June 27, 1996, PARS, through a letter to then Personnel Manager, set out changes to the monthly service fees and termination fees.

D. On June 5, 2006, PARS, through a letter to then Acting Finance Officer, adjusted the fee arrangement under the Agreement.

E. On August 26, 2009, the Agency and PARS entered into that certain Amended and Restated Agreement for Administrative Services (“Restated Agreement”), whereby PARS agreed to provide administrative services to the City and clarify certain terms and conditions.

F. On March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the SARS-CoV-2 virus, which causes the disease named “coronavirus disease 2019” (abbreviated “COVID-19”).

G. PARS has expanded the scope of its services to allow participants of the Plan to access and view their retirement benefits information on a read-only basis through a web-based portal, in response to the outbreak and spread of COVID-19.

H. Agency and PARS now desire to amend the Restated Agreement to add the web-based portal services.

TERMS

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

A. Section 5, “Web-Based Portal Services,” is hereby added to Exhibit A of the Restated Agreement, and shall now read as follows:

“5. Web-Based Portal Services:

(A) PARS shall provide web-based portal services to the Agency’s Participants. Agency shall allow PARS to provide Participants with the right to access and use the Portal, subject to terms and conditions herein and the applicable Participant’s acceptance of, and compliance with, the Portal’s Terms of Service and Privacy Policy located at <https://myaccount.pars.org>.

(B) In order for PARS to provide Participants the ability to access and use the Portal, PARS will utilize certain personally identifiable information about Participants that Agency has previously provided to PARS including without limitation, first and last names, email addresses, postal addresses, telephone numbers, dates of birth, social security numbers, and any other identifier that permits the physical or online contacting of a Participant. Agency further authorizes PARS to collect directly from Participants any of the aforementioned personally identifiable information not previously provided to PARS by Agency. Agency hereby acknowledges and consents to such use of Participant personally identifiable information.

(C) Agency represents, warrants, and covenants that it has and will have the right to (a) provide the personally identifiable information of the Participants as set forth in Section B, above, to PARS, and (b) allow PARS to use the personally identifiable information of the Participants for Portal access as set forth in Section B, above.”

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

3. **Affirmation of Restated Agreement; Warranty Re Absence of Defaults.** Agency and PARS each ratify and reaffirm each and every one of the respective rights and obligations arising under the Restated Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Restated Agreement other than as provided herein. Each party represents and warrants to the other that the Restated Agreement is currently an effective, valid, and binding obligation.

PARS represents and warrants to the Agency that, as of the date of this Amendment No. 1, Agency is not in default of any material term of the Restated 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 Restated Agreement.

Agency represents and warrants to PARS that, as of the date of this Amendment No. 1, PARS is not in default of any material term of the Restated 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 Restated 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. 1.

5. **Authority.** The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 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 Amendment No. 1 on the date and year first-above written.

**AGENCY:
CITY OF CARSON**

Albert Robles, Mayor

ATTEST:

Donesia L. Gause-Aldana, MMC City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[AE]

**PARS:
PHASE II SYSTEMS, D/B/A PUBLIC
AGENCY RETIREMENT SERVICES**

By: _____
Name: Tod Hammeras
Title: Chief Financial Officer

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.

COUNTY OF LOS ANGELES

On _____, 2020 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 OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	NUMBER OF PAGES
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED
<input type="checkbox"/> GUARDIAN/CONSERVATOR	ABOVE
<input type="checkbox"/>	
OTHER _____	

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

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.

COUNTY OF LOS ANGELES

On _____, 2020 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

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____

- _____
- TITLE OR TYPE OF DOCUMENT
- _____
- NUMBER OF PAGES
- _____
- DATE OF DOCUMENT
- _____
- SIGNER(S) OTHER THAN NAMED ABOVE

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