

EXHIBIT 3

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 DABBAH HADDAD SULEIMAN, A PROFESSIONAL CORPORATION, a California corporation ("Consultant"), is effective as of the 2nd day of May, 2021.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated May 2, 2018 ("Agreement"), whereby Consultant agreed to provide City with worker's compensation litigation defense services ("Litigation Services"), among other related ancillary legal services, for an initial three-year term, with City options to extend the term for up to two additional one-year periods.

B. On March 18, 2020, City and Consultant entered into Amendment No. 1 to the Agreement ("Amendment No. 1") to increase the not-to-exceed contract sum from \$360,000 to \$760,000, due to the parties having severely underestimated, at the time they entered into the Agreement, the amount of Litigation Services that would be needed for Consultant to perform the agreed-upon services.

C. City now desires to exercise the first of its two one-year options to extend the term of the Agreement pursuant to Section 3.4 thereof, thereby extending the term through May 1, 2022, with one City one-year extension option remaining. Additionally, City and Consultant desire to increase the not-to-exceed contract sum by \$200,000, from \$760,000 to \$960,000, to fund Consultant's services for the one-year extension period authorized pursuant hereto.

D. The formally-recognized name of Consultant's business entity was "Law Offices of Dabbah & Haddad, a Professional Law Corporation" from its founding in 2002 until approximately June 3, 2019, when it filed a name change amendment with the California Secretary of State, thereby changing its name to its current name, "Dabbah Haddad Suleiman, a Professional Corporation." The Agreement and Amendment No. 1 were both entered into in the name of "Law Offices of Dabbah, Haddad, & Suleiman, a Professional Law Corporation." City and Consultant desire to correct the foregoing name discrepancies in connection with this Amendment No. 2.

TERMS

1. **Recitals.** The foregoing recitals are true and correct, and the same are incorporated herein by this reference.

2. **Consultant Name Correction.** City and Consultant hereby ratify and affirm the following: (1) effective as of May 2, 2018, the Agreement was entered into by and between City and Consultant under its then-name, "Law Offices of Dabbah & Haddad, a Professional Law Corporation;" and (2) effective as of March 18, 2020, Amendment No. 1 was entered into by and

between the City and Consultant under its current name, “Dabbah Haddad Suleiman, a Professional Corporation.”

3. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ format).

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 ***Nine Hundred Sixty Thousand Dollars (\$960,000)*** ~~Seven Hundred Sixty Thousand Dollars (\$760,000)~~ (the ‘Contract Sum’), unless additional compensation is approved pursuant to Section 1.8.”

b. Section 3.4, “Term,” of the Agreement is hereby amended to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***four (4)*** ~~three (3)~~ years from the date hereof. City may, at its sole and absolute option, extend the Term by an additional ***one (1)*** ~~two (2)~~ one-year increments by delivering to Consultant a notice of City’s election thirty (30) days prior to Term expiration.”

c. Section V of Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby amended to read as follows:

“The total compensation for the Services shall not exceed ***\$960,000*** ~~\$760,000~~ as provided in Section 2.1 of this Agreement.”

4. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement (as amended by Amendment No. 1) 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 No. 2 to the Agreement.

5. **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 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.

6. **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.

7. **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.

[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:

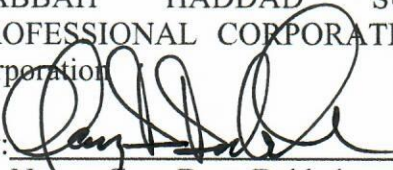
Donesia Gause-Aldana, City Clerk


APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

DABBAH HADDAD SULEIMAN, A
PROFESSIONAL CORPORATION, a California
corporation

By: 
Name: Gary Dean Dabbah
Title: President

By: 
Name: Munir Suleiman
Title: CFO
Address: 370 N. Verdugo Rd.
Montrose, CA

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 _____, 2021 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 _____, 2021 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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CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; align-items: center;"><div style="flex: 1;"><input type="checkbox"/> PARTNER(S)</div><div style="flex: 1; text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE