

EXHIBIT 3

AMENDMENT NO. 2

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 ALLIANT INSURANCE SERVICES, INC., a California corporation (“Consultant”), is entered into effective as of the ____ day of _____, 2021.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated July 1, 2017 (“Agreement”), whereby Consultant agreed to provide City with services related to the City’s insurance programs, needs, and related options.

B. Effective July 1, 2020, City and Consultant entered into Amendment No. 1 to the Agreement, whereby City exercised the first of its two one-year options to extend the term of the Agreement, thereby extending the term expiration date from June 30, 2020 to June 30, 2021, and whereby the Contract Sum (as such term is defined in the Agreement) was increased by \$53,306 (the amount specified for the first one-year option period in Exhibit “C” of the Agreement), from \$152,244 to \$205,550, to fund Consultant’s services during the first one-year option period.

C. City now desires to exercise of the second of its two one-year options to extend the term of the Agreement, to June 30, 2022. Accordingly, City and Consultant desire to enter into this Amendment to amend the term expiration date from June 30, 2021 to June 30, 2022, and to increase the Contract Sum by \$54,639 (the amount specified for the second option year in Exhibit “C” of the Agreement), from \$205,550 to \$260,189, to fund Consultant’s services during the second one-year option period.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strike through~~ font).

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 ***Two Hundred Sixty Thousand One Hundred Eighty-Nine Dollars (\$260,189)*** ~~Two Hundred Five Thousand Five Hundred Fifty Dollars (\$205,550)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section I of Exhibit “B” of the Agreement, “Special Requirements,” is hereby amended to read in its entirety as follows:

Section 3.4, "Term," of the Agreement is hereby amended to read as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall be for **five (5)** ~~four (4)~~ years commencing July 1, 2017 and terminating June 30, ~~2022~~ **2021** ("Term"), it being understood that the City has exercised **the second and final** ~~first~~ of its two one-year options, to extend the term of this Agreement for an amount not exceeding **Fifty-Four Thousand Six Hundred Thirty-Nine Dollars (\$54,639)** ~~Fifty-Three Thousand Three Hundred Six Dollars (\$53,306)~~ for the one-year term commencing on **July 1, 2021** ~~July 1, 2020~~, and terminating on **June 30, 2022** ~~June 30, 2021~~. ~~The City may, at its sole discretion, elect to extend the Term of this Agreement by one (1) additional year by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding Fifty Four Thousand Six Hundred Thirty Nine Dollars (\$54,639) for the optional one-year term commencing July 1, 2021, and terminating on June 30, 2022."~~

c. Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended to read in its entirety as follows:

" **I. Consultant shall perform all Services described in Exhibit "A" at the following rates:**

	RATE
A. Fiscal Year commencing on July 1, 2017 and terminating on June 30, 2018	\$49,500
B. Fiscal Year commencing on July 1, 2018 and terminating on June 30, 2019	\$50,738
C. Fiscal Year commencing on July 1, 2019 and terminating on June 30, 2020	\$52,006
D. Fiscal Year commencing on July 1, 2020 and terminating on June 30, 2021	\$53,306

TOTAL: ~~\$205,550~~

E. Optional at City's election Fiscal Year commencing on July 1, 2021 and terminating on June 30, 2022	\$54,639
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TOTAL: **\$260,189**

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$260,189 ~~\$205,550~~, as provided in Section 2.1 of this Agreement.”

d. Section I of Exhibit “D” of the Agreement, “Schedule of Performance,” is hereby amended to reflect an “Ending Date” of June 30, 2022.

2. Continuing Effect of Agreement. Except as amended by this Amendment, 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 Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 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:

ALLIANT INSURANCE SERVICES, INC., a
California corporation

By:_____
Name:
Title:

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 _____, 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 _____ _____ _____

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		_____
		SIGNER(S) OTHER THAN NAMED ABOVE