

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CARSON RECLAMATION AUTHORITY, (“Authority”) and SEG Advisors, LLC, a California Limited Liability Company (“Consultant”) is effective as of the 1st day of July, 2018.

RECITALS

A. Authority and Consultant entered into that certain Agreement for Contract Services dated July 1, 2017 (“Agreement”) whereby Consultant agreed for a one-year period from July 1, 2017 through June 30, 2018 to provide development-specific financial projections, updates to Authority Funding Plan, Community Facilities District funding schedules, Sales Tax and Transit Occupancy Tax projections and financial feasibility evaluation services for a total contract sum of \$172,500.

B. Authority and Consultant now desire to amend the Agreement to continue these services for an additional one-year period from July 1, 2018 through June 30, 2019, and increase compensation by \$157,500 for a total contract sum not to exceed \$330,000.

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, Authority agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached herein as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500)~~ ***Three Hundred Thirty Thousand Dollars (\$330,000)*** (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 until completion of the services but not exceeding ~~one (1)~~ ***two (2)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

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

“All tasks performed under Exhibit A “Scope of Services” shall be performed for a flat fee of Twenty Thousand Dollars (\$20,000.00) beginning July 1, 2017 and ending August 31, 2017; and, for a flat fee of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month beginning September 1, 2017 and ending June 30, 20182019. *Consultant shall receive up to \$7,500 in reimbursable costs for Liability insurance including errors & omissions and HAZWOPER training for the period of July 1, 2018 through June 30, 2019.*”

D. Section III of Exhibit C, “Schedule of Compensation,” shall be amended as follows:

“The total compensation for the Services shall not exceed the Contract Sum of ~~One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500.00)~~ **\$330,000** as provided in Section 2.1 of this Agreement. ~~The Contract Sum is to be provided as follows:~~

~~A. \$165,000 for tasks performed under Exhibit A “Scope of Services” to be paid in increments of \$20,000 per month for 12 months beginning July 1, 2017 and ending August 31, 2017; and \$12,500 per month for 10 months beginning September 1, 2017 through June 30, 2018.~~

~~B. Up to \$7,500 in reimbursable costs for Liability insurance including errors & omissions and HAZWOPER training.~~

E. Section I of Exhibit D, “Schedule of Performance,” shall be amended as follows:

“Consultant shall perform all Services timely in accordance with the following schedule:

	Time to Perform	Deadline Date
A. Tasks as defined in the Scope of Services	12 months <i>24 months</i>	June 30, 2018 <i>June 30, 2019</i>

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.** Authority 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 Authority that, as of the date of this Amendment, Authority 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.

Authority 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.

AUTHORITY:

Carson Reclamation Authority, a joint powers authority

Albert Robles, Chairman

ATTEST:

Donesia Gause-Aldana
Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Authority Counsel
[ndp]

CONSULTANT:

SEG Advisors, LLC

By: _____
Name: John A. Gebhardt
Title: Principal
Address: 21550 Oxnard Street, Suite 570
Woodland Hills, CA 91367

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, or 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.