

## AMENDMENT NO. 2

### TO CONTRACT SERVICES AGREEMENT FOR INFRASTRUCTURE FINANCING DISTRICT CONSULTING SERVICES

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) entered into by and between the **CITY OF CARSON**, a municipal corporation (“City”), and **KOSMONT & ASSOCIATES, INC.**, a California Corporation (“Consultant”), is effective as of the 6th day of February, 2019.

#### RECITALS

A. City and Consultant entered into that certain “Contract Services Agreement for Infrastructure Financing District Consulting Services” dated February 11, 2017 (“Agreement”), whereby Consultant agreed to provide Enhanced Infrastructure Financing District Consulting Services for a one-year term for the contract sum of \$24,990.

B. On February 6, 2018, City and Consultant entered into Amendment No. 1 to the Agreement (“Amendment No. 1”), which amended the Agreement to: (i) extend the term of the Agreement through February 6, 2019; (ii) expand the Agreement’s scope of services to provide for additional Enhanced Infrastructure Financing District analysis; and (iii) increase the contract sum to provide for the additional services by an amount not to exceed \$55,000, thereby increasing the total contract sum to \$79,990.

C. City and Consultant agree that the term of the Agreement, as amended by Amendment No. 1, did not allow sufficient time for Consultant to perform the services identified in the scope of services to completion, and now desire to extend the term of the Agreement through June 30, 2020, in order to allow sufficient time for Consultant to do so.

D. City and Consultant intend to ratify and affirm through this Amendment the uninterrupted and continuous term of the Agreement commencing February 11, 2017 and continuing until expiration of the term of the Agreement as amended by this Amendment.

#### TERMS

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

2. **Contract Changes.** The Agreement is amended as provided herein (additions identified in ***bold italics***, deletions in ~~strike through~~).

(a) **Section 3.4, of the Agreement, entitled “Term,” shall be amended to read as follows:**

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until ~~February 6, 2019~~ ***June 30, 2020***, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

#### EXHIBIT NO. 3

(b) **Exhibit “D” of the Agreement, entitled “Schedule of Performance,” is hereby replaced in its entirety with Exhibit “D,” (Second Amended) Schedule of Performance, attached hereto.**

3. **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.

4. **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.

5. **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.

6. **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 Amendment on the dates set forth below, with express intent that it shall be effective as of February 6, 2019.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

Date: \_\_\_\_\_, 2019

**ATTEST:**

\_\_\_\_\_  
Donesia L.Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[BRJ]

**CONSULTANT:**

KOSMONT & ASSOCIATES, INC., a California corporation

By: \_\_\_\_\_  
Name: Larry Kosmont  
Title: President and CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**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 \_\_\_\_\_, 2019 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

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☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT “D”**  
**(SECOND AMENDED)**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

		<b><u>Days to Perform</u></b>	<b><u>Deadline Date (subject to modification based on date City provides Consultant with updated planned project data)</u></b>
<b>A.</b>	Task 1	30 days from authorization	3/17/2017
<b>B.</b>	Task 2	60 days from authorization	4/17/2017
<b>C.</b>	Task 3	60 days from authorization	4/17/2017
<b>D.</b>	Task 4	60 days from authorization	4/17/2017
<b>E.</b>	Task 5	90 days from authorization	5/17/2017
<b>F.</b>	Task 6	<del>180 days from authorization</del> <b>60 days from receipt of City updated planned project data</b>	<del>8/1/2018</del> <b>August 31, 2019</b>
<b>G.</b>	Task 7	<del>210 days from authorization</del> <b>90 days receipt of City updated planned project data</b>	<del>9/1/2018</del> <b>September 30, 2019</b>
<b>H.</b>	Task 8	<del>240 days from authorization</del> <b>90 days from receipt of City updated planned project data</b>	<del>10/1/2018</del> <b>September 30, 2019</b>

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.** Task 1 Deliverables: Preliminary EIFD project area map
  - B.** Task 2 Deliverables: Outline of potential governance structure/governing board membership alternatives; Summary of steps, estimated timetable to complete formation of governing board; Preliminary estimate of PFA start-up costs
  - C.** Task 3 Deliverables: Illustrative tax increment analysis and preliminary list of complementary funding sources; Preliminary infrastructure improvement list (to be provided by Client or to be identified consultant); Ranking of potential EIFD areas by priority (e.g. early/higher priority vs. later/future consideration)
  - D.** Task 4 Deliverable: Summary Matrix of prospective EIFD Areas with technical and subjective observations
  - E.** Task 5 Deliverables: Summary PowerPoint; Presentation of Summary PowerPoint to City Staff and Council
  - F.** Task 6 Deliverables: EIFD materials and analysis.
  - G.** Task 7 Deliverables: IFP document template and assist with the final determination of EIFD boundaries and governing Public Financing Authority (“PFA”) board composition.
  - H.** Task 8 Deliverables: A fiscal impact analysis for the expected life of the EIFD (up to 45 years following the date on which the issuance of bonds is approved), including the period during and after new development has occurred. The analysis will include evaluation of potential fiscal revenues and expenditures for the City and other potentially participating taxing entities.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**