

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND NBS GOVERNMENT FINANCE GROUP

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the **CITY OF CARSON**, a California municipal corporation (“City”) and **NBS GOVERNMENT FINANCE GROUP**, a California corporation (“Consultant”) is effective as of the 1st day of July, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 7, 2018 (“Agreement”), whereby Consultant agreed to perform engineering and financial services related to the formation and implementation of a Citywide Community Facilities District (“CFD”). The scope of services included, but was not limited to, CFD formation, fiscal impact analysis, annexations, and administration.

B. The Term of the Agreement was from August 7, 2018 to June 30, 2019, with a total contract sum of not-to-exceed \$78,500.

C. The Agreement provides that upon mutual agreement between the City and Consultant, the Term may be extended for up to five (5) optional one-year extensions, subject to submission by Consultant of an updated cost proposal and approval by the City Council.

D. City anticipates the need to form an additional CFD within the City’s boundaries, and expects an increase in the number of CFD annexation proceedings for qualifying projects.

E. City and Consultant now desire to amend the Agreement to: (1) modify the scope of services and schedule of compensation to provide and account for the additional services relating to formation of an additional CFD and the increased number of CFD annexation proceedings; (2) make minor changes to the designated personnel Consultant will use to perform the Services; (3) update Consultant’s personnel hourly billing rates; (4) extend the Term of the Agreement by an additional three years, from July 1, 2019 to June 30, 2022, with two optional one-year extensions in lieu of the five optional one-year extensions originally provided for in the Agreement; and (5) increase the contract sum by \$273,000, from \$78,500 to \$351,500, to account for the change in scope of services and extended Term of the Agreement.

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) is 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 ~~Seventy-Eight Thousand Five~~

~~Hundred Dollars (\$78,500)~~ **Three Hundred Fifty One Thousand Five Hundred Dollars (\$351,500)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4 (Term) is 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, not to exceed ~~June 30, 2019~~ **June 30, 2022, except as otherwise provided in the Schedule of Performance (Exhibit “D”)**. Upon mutual agreement between the City and Consultant, the *foregoing* Term may be extended for up to ~~five (5)~~ **two (2)** one-year extensions, subject to submission by Consultant of an updated cost proposal and approval by the City Council.”

C. The introductory sentence of Section I of Exhibit “A” (Scope of Services) is amended to read as follows:

“I. Consultant will perform the following engineering and financial services for the formation of ~~a~~ **up to two** citywide CFDs (Community Facilities Districts), *as directed by the Contract Officer* (the “Services”):”

D. Section V of Exhibit “A” (Scope of Services) of the Agreement shall be amended to read in its entirety as follows:

“Consultant will utilize the following personnel to accomplish the Services:

A. Greg Davidson, Director

B. Sara Mares, Project / *Associate* Director

C. Tiffany Ellis, Consultant

D. Stephanie Parson, Associate Director

E. Darrylanne Zarate, Analyst”

E. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement shall be amended to read in its entirety as follows:

“I. “Consultant shall perform the following tasks at the following rates:

	RATE	NUMBER OF PROJECTS	SUB-BUDGET
A. CFD Formation Services			
Consulting Fee **	\$18,500	N/A 2 (CFDs)	\$18,500 \$37,000
Expenses*	\$2,500	N/A 2 (CFDs)	\$2,500 \$5,000

B. Fiscal Impact Analysis (*Project-Specific Rates*) ~~required during CFD Formation~~

Consulting Fee	\$19,500 \$15,000 - \$21,000 (average not to exceed \$18,000)	N/A 7	\$19,500 \$127,500
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Expenses*	\$2,000	N/A 7	\$2,000 \$14,000
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C. CFD Annexation Services

Consulting Fee per Annexation***	\$3,000	8 30	\$24,000 \$90,000
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Expenses*	\$1,000 \$1,500	8 30	\$8,000 \$45,000
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D. Ongoing CFD Administration Services

Consulting Fee	\$4,000 <i>per year & per CFD</i>	N/A 3 years; 2 CFDs	\$4,000 \$24,000
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<i>Expenses*</i>	<i>\$1,500 per year & per CFD</i>	<i>3 years; 2 CFDs</i>	<i>\$9,000</i>
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TOTAL			\$78,500 \$351,500
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*Customary out-of-pocket expenses will be billed to City at actual cost to Consultant. These expenses may include, but not be limited to mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

**Assumes landowner election with waiver of the extended election noticing requirements.

***Assumes use of unanimous waiver annexation process.

The following table is a projected annual distribution of costs for the Services, and is provided solely for tentative budgeting purposes of the City for FY 19-22. Actual costs of FY 18-19 are not included. Actual sums expended or budgeted for may be higher or lower in any given fiscal year of the Term of the Agreement; provided, however, the total aggregate costs for Services shall not exceed the contract sum set forth in Section 2.1 of the Agreement.

	<i>EXPECTED FY 2019-20 SUB- BUDGET</i>	<i>EXPECTED FY 2020-21 SUB- BUDGET</i>	<i>EXPECTED FY 2021-22 SUB- BUDGET</i>	<i>EXPECTED ANNUAL EXTENSION PERIOD SUB- BUDGET</i>
<hr/>				
<i>A. CFD Formation Services</i>				
<i>Consulting Fee</i>	<i>\$18,500</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Expenses</i>	<i>\$2,500</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>B. Fiscal Impact Analysis (Project Specific Rates)</i>				
<i>Consulting Fee</i>	<i>\$36,000</i>	<i>\$36,000</i>	<i>\$36,000</i>	<i>TBD</i>
<i>Expenses</i>	<i>\$4,000</i>	<i>\$4,000</i>	<i>\$4,000</i>	<i>TBD</i>
<i>C. CFD Annexation Services</i>				
<i>Consulting Fee - Annexation</i>	<i>\$24,000</i>	<i>\$21,000</i>	<i>\$21,000</i>	<i>TBD</i>
<i>Expenses</i>	<i>\$12,000</i>	<i>\$10,500</i>	<i>\$10,500</i>	<i>TBD</i>
<i>D. Ongoing CFD Administration Services</i>				
<i>Consulting Fee</i>	<i>\$8,000</i>	<i>\$8,000</i>	<i>\$8,000</i>	<i>TBD</i>
<i>Expenses</i>	<i>\$3,000</i>	<i>\$3,000</i>	<i>\$3,000</i>	<i>TBD</i>
<i>TOTAL</i>	<i>\$108,000</i>	<i>\$82,500</i>	<i>\$82,500</i>	<i>TBD</i>

”

F. Section V of Exhibit “C” (Schedule of Compensation) of the Agreement shall be amended to read in its entirety as follows:

“The total compensation for the Services shall not exceed ~~\$78,500~~ **\$351,500**, as provided in Section 2.1 of this Agreement.”

G. The table of Exhibit “C-1” (Personnel Hourly Rates) of the Agreement shall be amended to read as follows:

“

Title	Hourly Rate
Director	\$205 \$225
Project Director / Associate Director	\$210

Senior Consultant/Engineer / Manager	\$160 \$175
Consultant	\$140 \$155
Analyst	\$120 \$130
Clerical/Support	\$95 \$105

”

H. Subsections A and B of Section II of Exhibit “D” (Schedule of Performance) are hereby deleted and replaced with the following:

“A. CFD INITIAL FORMATION:

CFD No. 2018-01 was formed on November 7, 2018, pursuant to Services provided under this Agreement. The Schedule of Services for a possible formation of a Second CFD shall be developed at a later date as directed by the Contract Officer, and shall be subject to the written approval of the Contract Officer.

B. FISCAL IMPACT ANALYSIS (PROJECT SPECIFIC)

A City-wide fiscal impact analysis related to CFD No. 2018-01 was completed in March of 2019 pursuant to Services provided under this Agreement. Consultant shall perform project-specific CFD-related fiscal impact analysis services on an as-needed basis, as directed by the Contract Officer. A Schedule of Services for such project-specific fiscal impact analysis services shall be developed at a later date as directed by the Contract Officer, and shall be subject to the written approval of the Contract Officer.”

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 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 as of the date first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MES, BRJ]

CONSULTANT:

NBS GOVERNMENT FINANCE GROUP, a
California corporation

By:_____
Name: Dave Ketcham
Title: Vice President

By:_____
Name: Mike Rentner
Title: Secretary
Address: 32605 Temecula Parkway
Suite 100
Temecula, CA 92592

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		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 _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

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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

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<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<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:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE