

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Second Amendment") by and between the CARSON SUCCESSOR AGENCY, as successor agency for the dissolved Carson Redevelopment Agency, a public body, corporate and municipal, ("Agency") and DHA Consulting, LLC, a California Limited Liability Company ("Consultant") is effective as of the 19th day of November, 2019.

RECITALS

A. Agency and Consultant entered into that certain Agreement for Contract Services dated July 1, 2016 ("Agreement") whereby Consultant agreed to provide certain fiscal consultant services for a period of two years for a total contract sum of \$35,000.

B. On December 5, 2017, Agency and Consultant entered into the first amendment ("First Amendment") to the Agreement to extend the term for an additional two years and increase compensation by \$24,000 to continue services and cover the cost of the preparation of a Fiscal Consultant Report, for a total contract sum of \$59,000.

C. The executed First Amendment contained conflicting contract expiration dates between Section 3.4, "Term," which extended the term through December 4, 2019 and Exhibit D, which provided a contract expiration date of March 30, 2020. The parties intend to clarify the contract expiration date under the First Amendment to be December 4, 2019.

D. Agency and Consultant now desire to amend the Agreement to (1) clarify the Scope of Services in Exhibit A; (2) continue the services through June 30, 2023; (3) increase the compensation by an additional \$60,000 for a total contract sum not to exceed \$119,000; and (4) update the hourly rates for Consultant's services.

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, Agency agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as ~~Exhibit "C-1" and Exhibit "C"~~ and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Hundred Nineteen Thousand Dollars (\$119,000)*** ~~Fifty Nine Thousand Dollars (\$59,000)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ", ~~with Thirty Five Thousand Dollars (\$35,000) of that amount previously allocated to the services performed pursuant to that certain Agreement, dated July 1, 2016; and with Twenty Four Thousand Dollars (\$24,000) of that amount~~

EXHIBIT NO. 1

~~allocated to the services to be performed pursuant to the First Amendment to this Agreement.~~

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 from July 1, 2016 until completion of the services but not exceeding **June 30, 2023**. ~~twenty-four (24) months from the effective date of the First Amendment.~~

C. Section I of Exhibit A, “Scope of Services,” shall be amended as follows:

“Consultant will perform the following Services:

“At the direction of the Agency’s Contract Officer the Consultant shall provide real estate fiscal and financial analysis as requested in connection with the Agency projects, including but not limited to: preparation of Agency reports, assistance with preparation of Recognized Obligation Payment Schedules, tax increment revenue analysis and projections and other tasks as may be requested by the ~~eContract administrator~~**Officer**.

Further description of the above services is attached hereto as Exhibit “A-2.”

D. Exhibit A-1, “Scope of Services,” shall be amended as follows:

“I. Consultant shall perform the following Services *for the period of December 5, 2017 through December 4, 2019:*”

E. Exhibit A-2, attached hereto and by this reference incorporated herein, is hereby added to the Agreement, as a supplement to Exhibit A.

F. Exhibit C, “Schedule of Compensation,” is amended to read in its entirety as follows:

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

Consultant shall provide the services stated in Exhibit A on an as-needed basis. The maximum contract amount is a not-to-exceed amount of ~~\$35,000~~ **\$95,000 for the services stated in Exhibit A** unless the contract amount is modified pursuant to Section 1.8 of this Agreement.

~~See attached hourly rate sheet.~~

The following table is added to provide the maximum Personnel Hourly Rates:

<i>Title of Personnel</i>	<i>Fiscal Year 2016-</i>	<i>Fiscal Year 17-18</i>	<i>Fiscal Year 18-19</i>	<i>Fiscal Year 19-20</i>	<i>Fiscal Year 20-21</i>	<i>Fiscal Year 21-22</i>	<i>Fiscal Year 22-23</i>
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	2017						
President	\$165 / hour	\$165 / hour	\$165 / hour	\$165 / hour	\$170 / hour	\$175 / hour	\$180 / hour
Administrative/ Secretarial	\$65 / hour	\$65 / hour	\$65 / hour	\$65 / hour	\$75 / hour	\$80 / hour	\$85 / hour

The following table is added to provide a projected annual distribution of costs for the Services, and is solely for tentative budgeting purposes of the City for Fiscal Year (FY) 2019-2023. Actual costs from previous FYs 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.

Fiscal Year 2019-2020	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23
Existing Contract Balance Amount under First Amendment (\$16,843.75 as of June 30, 2019)	\$20,000	\$20,000	\$20,000

Incurred Expenses shall be billed at an amount equal to 100% of the expense and shall include the following:

- *Mileage at current IRS reimbursable amount, or equivalent car rental fee*
- *Black and white copies at the rate of \$0.20 per copy; or actual outside charges*
- *Duplication and binding at an amount equal to actual charges*
- *Authorized artwork or mapping at an amount equal to actual charges*
- *Purchase of data and/or reports concerning assessed values or taxes at an amount equal to actual charges*
- *Authorized travel by common carrier at an amount equal to actual charges*
- *Telephone at the actual rate plus taxes and applicable other charges*
- *Data Processing and computer modeling at an amount equal to actual charges*

II. Consultant shall perform the following tasks at the following rates for the period of December 5, 2017 through December 4, 2019:

Preparation of the Fiscal Consultant Report in Section I.A. of Exhibit A-1 and the performance of Related Services in Section I.B. of Exhibit A-1 shall be performed for a flat fee of \$24,000. This flat fee covers an original

draft of the Report, as well as two additional revised reports that incorporate comments from the financing group.

G. **Exhibit C-1 is hereby repealed in its entirety.**

H. **Section I of Exhibit D, “Schedule of Performance,” shall be amended to read as follows:**

“I. Consultant shall make reasonable efforts to perform the following services in accordance with the following schedule:

	<u>Time to Perform</u>	<u>Contract Expiration</u>
Exhibit A, and, and Exhibit A-1	2 years 7 years	3/30/2006 30/23
Exhibit A-1	2 years	12/4/2019”

2. **Continuing Effect of Agreement.** Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Agency 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 Agency that, as of the date of this Second Amendment, Agency 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.

Agency represents and warrants to Consultant that, as of the date of this Second 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 Second 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.

AGENCY:

CARSON SUCCESSOR AGENCY, as successor agency for the dissolved Redevelopment Agency of the City of Carson, California, a public body corporate and politic

Albert Robles, Chairman

ATTEST:

Donesia L. Gause-Aldana
Agency Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Agency Counsel
[ndp]

CONSULTANT:

DHA Consulting, LLC

By:_____
Name: Diane Hadland
Title: President and Sole Member
Address: 3621 California Avenue
Long Beach, CA 90807

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.

EXHIBIT A-2

SCOPE OF SERVICES

I. Consultant shall perform the following Services:

- A. Prior Period Payment Report or PPA.** This report is primarily prepared by the Finance Department and does not have to be approved by the Oversight Board. Services typically provided by Consultant involve reviewing the completed report along with Community Development staff members, asking questions and participating in answering any questions posed by the County and/or DOF, as requested. Other types of assistance in preparing this report can be provided as requested.
- B. Amended ROPS.** If an expenditure is left off of the original ROPS or the amount included is too low, the Agency can request an amendment to the ROPS through the formal Amended ROPS process. This must be approved by the Oversight Board and submitted to DOF by October 1st of each year. Typically, Consultant answers questions and reviews any ROPS amendments prepared by staff.
- C. ROPS:** Assistance with the ROPS process, including preparing the bond debt service portion of the ROPS, reviewing the completed ROPS and assisting in answering questions from DOF about the ROPS. If requested, Consultant shall prepare staff reports and resolutions for the Oversight Board and/or Successor Agency to approve. In addition, Consultant prepares the paperwork for the formal appeals process known as “Meet and Confer”. The ROPS is due to DOF by February 1st after approval by the Oversight Board.
- D. Meet and Confer:** As stated above, Consultant generally prepares the formal paperwork to be included in this appeal document, which document outlines the nature of the Agency’s dispute with DOF’s position on certain ROPS items. These appeals are generally the result of proposed expenditures that were not approved by DOF, or a difference of opinion between the Agency and DOF regarding the amount funds on hand that is available to be used to reduce the Agency’s RPTTF allocation.
- E. Attend Meetings as Necessary.** Consultant shall be available to the Successor Agency should they need assistance at any Successor Agency or Oversight Board meeting on an as needed basis.
- F. Continuing Disclosure / City of Carson.** When the Agency issues bonds it makes a promise to bondholders to annually report on certain revenues and expenditures of the Agency. These reports are somewhat different for each bond issue and are due in February and March for the prior fiscal year. Consultant has prepared these reports each year since 2014 when problems were identified in both the nature of the information

included and the timing of the completion of the reports. Staff had been preparing the reports for a number of years prior to 2014.

G. Other Items, as Requested: Other services provided to Carson are on an as needed, as requested, basis.

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	
<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>	<div style="border-bottom: 1px solid black; width: 100%;"></div> TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="border-bottom: 1px solid black; width: 100%;"></div> NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="border-bottom: 1px solid black; width: 100%;"></div> DATE OF DOCUMENT
	<div style="border-bottom: 1px solid black; width: 100%;"></div> SIGNER(S) OTHER THAN NAMED ABOVE

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<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