

## AMENDMENT NO. 1

### 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 BLX GROUP LLC (“Consultant”) is effective as of the 30th day of November, 2019.

### RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated November 30, 2016 (“Agreement”) whereby Consultant agreed to provide bond arbitrage and rebate calculation services.

B. City and Consultant now desire to amend the Agreement to extend the term of the Agreement, revise the scope of work, and increase the total compensation.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section 2.1, Contract Sum, is hereby revised as follows (additions in ***bold italics***, deletions in ~~striketrough~~):

For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty-Eight Thousand Eight Hundred Dollars (\$28,800) ~~sixteen thousand, two hundred Dollars (\$16,200)~~ (“Contract Sum”).

(b) Section 3.4, Term, is hereby revised as follows (additions in ***bold italics***, deletions in ~~striketrough~~):

Unless earlier terminated in accordance with Article 7 of this Agreement, the Agreement shall continue in full force and effect until completion of the services but not exceeding ***November 1, 2022*** ~~three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”)~~.

(c) Exhibit C, Schedule of Compensation, is hereby revised to include the Additional Schedule of Reports attached hereto as Exhibit 1.

(d) Exhibit D, Section I, is hereby revised to delete the following sentence: “The term of the Agreement is for three (3) years of service.”

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.** 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 on the date and year first-above written.

**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 [BWB]

**CONSULTANT:**

BLX GROUP LLC

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 \_\_\_\_\_, 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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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: \_\_\_\_\_

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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

## **EXHIBIT 1**

### **ADDITIONAL SCHEDULE OF REPORTS**

Consultant shall provide calculation reports as shown on the following schedule, at the rates stated in Exhibit C of the Agreement.

**[Schedule on Following Page]**

				Last Computation	Next Computation	IRS Required	Final Redemption	Invoice between	Invoice between	Invoice between			
	Matter#	Issue Name	DeliveryDate	Date	Date	Computation Date	Date	11/1/2019 11/1/2020	11/1/2020 11/1/2021	11/1/2021 11/1/2022			
1	43332-446	Assessment District, Series 1992	10/6/1992	2-Sep-17	9/2/2022	9/2/2022	9/2/2022			2,700.00			
2	43332-448	Reassessment Series 2006AB	11/15/2006	2-Sep-16	9/2/2021	9/2/2021	9/2/2031		2,700.00				
3	43332-449	Series 2007A	10/24/2007	1-Jan-19	1/1/2020	1/1/2022	1/1/2036	900.00	900.00	900.00	documents require annual calculations		
4	43332-653	Tax Allocation Bonds, Series 2009A	6/23/2009	1-Jun-19	10/1/2019	10/1/2019	10/1/2019	900.00					
5	43332-652	(Remediation Project), Series 2009	7/9/2009	1-Oct-18	10/1/2019	10/1/2019	10/1/2019	900.00					
6	43332-659	Series A	10/26/2010	1-Oct-15	10/1/2020	10/1/2020	10/1/2036		2,700.00				
						Estimated billings per year:		2,700.00	6,300.00	3,600.00			
						*Three year estimated fees:					12,600.00		
*Please be advised that the fees may change depending on the issuances of additional bonds during the contract period and also the early redemption of bonds which would require an earlier computation.													

For Matter # 1 and 6, calculations will require calculations that cover five years of activity. The fee is broken down as follows: (\$900 first year fee) + (4 years x \$450 per year, \$1,800) = \$2,700 for a five year cumulative calculation.