

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and CALIFORNIA COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION, a California nonprofit public benefit corporation (“Consultant”), is entered into effective as of the _____ day of July, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated May 7, 2020 (“Agreement”) whereby Consultant agreed to provide City various services, including services to process applications for Economic Injury Disaster Loans (“EIDL”), Paycheck Protection Program (“PPP”) loans, or other government or bank sponsored loan applications, including the Carson Small Business Loan Program applications, for the purpose of assisting small businesses that have been negatively impacted by the worldwide Covid-19 pandemic.

B. The Agreement provided for Consultant to process a minimum of 90 EIDL, PPP, or other government or bank sponsored loan applications within 450 hours in consideration for payment of not to exceed \$67,500, which, together with a mobilization and setup fee of \$7,500, comprise a Contract Sum not to exceed \$75,000.

C. City and Consultant now desire to amend the Agreement to require Consultant to process a minimum of an additional 100 EIDL, PPP, or other government or bank sponsored loan applications within 500 hours in consideration for payment of not to exceed \$75,000, for a total increased Contract Sum not to exceed \$150,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

a. **Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read 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 ***One Hundred Fifty ~~Seventy Five~~ Thousand Dollars (\$150,000~~75,000~~)*** (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

Exhibit No. 1

b. The second paragraph of Section I of Exhibit “A,” “Scope of Services,” of the Agreement is hereby amended to read as follows:

“CCEDA shall process a minimum of ~~190~~ 90 EIDL, PPP, or other government- or bank-sponsored loan applications, including the Carson Small Business Loan Program applications, within the ~~950~~ 450 hours allotted in this Agreement.”

c. Exhibit “C,” “Schedule of Compensation,” of the Agreement, is hereby replaced in its entirety with Exhibit “C” of this Amendment No. 1, attached hereto and incorporated herein by this reference.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

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, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, 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 No. 1, 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 No. 1.

5. Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 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 No. 1 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
(rjl)

CONSULTANT:

CALIFORNIA COMMUNITY ECONOMIC
DEVELOPMENT ASSOCIATION, a California
nonprofit public benefit corporation

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 _____, 2020 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 _____ |

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 _____, 2020 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"/> | 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 _____ |

EXHIBIT “C”
SCHEDULE OF COMPENSATION

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

| Scope of Service Steps | Estimated Hours of Labor/Budget |
|--|--|
| Task 1 - Mobilization and Setup. This is requested as an upfront payment. Consultant shall provide receipts and invoices for all third-party costs. Any internal staff costs shall be shown on the invoice and charged against the total contract costs (Contract Sum) and may not be also billed against Task 2 | Not to exceed \$7,500 inclusive of third party costs and staff costs. If this Task is less than \$7,500, those dollars are available for Task 2. |
| Remainder of Tasks - Loan Applications, Business Assistance and Submittals to SBA, Banks, Non-Bank lenders, or the City of Carson for execution | 950 450 Hours/ \$142,500 \$67,500 |
| Total | 950450 Hours plus mobilization costs \$75,000 for total of \$150,000 |

II. This Contract contains a provision that the City will pay the Consultant the sum of \$7,500 “upon execution” of the contract for Task 1. Such payment will be processed in the City’s Tyler Munis Accounts Payable system at execution, and a check will be available at the next check run of the A/P system. ~~Consultant CCEDA~~ shall process a minimum of 190 ~~90~~ EIDL, PPP, or other government- or bank-sponsored loan applications, including the Carson Small Business Loan Program applications, within the 950 ~~450~~ hours allotted in this Agreement.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Consultant may submit invoices twice per month but the City’s processing time for each invoice is 30 days. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all other approved reimbursable expenses claimed, with supporting documentation. There is not a separate budget for reimbursable costs, except for those described in Task 1, which payment is advanced to Consultant upon Agreement execution.
- C. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed ~~\$150,000~~ \$75,000 as provided in Section 2.1 of this Agreement.

The City will consider, but is not obligated to, enter into an amendment to this Contract to increase the total compensation to Consultant based on the satisfactory performance of the tasks, including but not limited to, reaching the milestones included in Exhibit “A” of the Agreement, it being understood that the milestones are merely aspirational and not obligatory.

V. The Consultant’s billing rates for all personnel are as follows:

| Consultant Staff (Name) | Title | Hourly Rate |
|-------------------------|--------------------|-------------|
| Roberto Barragan | Principal | \$150 |
| Nilima Kapoor | Senior Underwriter | \$150 |
| Others | | \$150 |
| | | |
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| | | |