

AMENDMENT NO. 4

TO CONTRACT SERVICES AGREEMENT FOR INFRASTRUCTURE FINANCING DISTRICT CONSULTING SERVICES

THIS FOURTH 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 16th day of March, 2021.

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 (“EIFD”) 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. On June 4, 2019 City and Consultant entered into Amendment No. 2 to the Agreement (“Amendment No. 2”), which amended the Agreement to extend the term of the Agreement through June 30, 2020, to allow sufficient time for Consultant to perform services identified in the scope of services, yet did not increase Consultant compensation.

D. On January 14, 2021 City and Consultant entered into Amendment No. 3 to the Agreement (“Amendment No. 3”) to: (i) broaden the scope of services and schedule of compensation to provide for additional services relating to formation of a Carson EIFD; (ii) extend the term of the Agreement through June 30, 2021; and (iii) increase the total contract sum by \$55,000, for a total not-to-exceed contract sum of \$134,990.

D. Up-to-date, Consultant has completed extensive analysis to determine the feasibility of establishing an EIFD for the City, and Consultant has further performed initial district implementation activities for the City, including stakeholder outreach, fiscal impact analysis, drafting infrastructure financing plan template forms, and have assisted the City secure an approved Memorandum of Agreement (“MOA”) with the County of Los Angeles to participate in the Carson EIFD.

E. City desires to move-forward with implementing an EIFD within the City, and therefore, further professional services are desired from Consultant to formally commence next steps in the formation process of the Carson EIFD and establishing a public financing authority pursuant to state law, including drafting one or more resolutions to establish the City’s EIFD, finalize the infrastructure financing plan and distribute to required property owners, present and

attend at City meetings and public hearings to approve the EIFD, and provide real estate and special financing advisory services related thereto.

F. City and Consultant now desire to amend the Agreement to extend the term of the Agreement through June 30, 2022.

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 ~~June 30, 2021~~ ***June 30, 2022***, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

(e) **Exhibit “D” of the Agreement, entitled “Schedule of Performance,” is hereby restated, amended, and replaced in its entirety with Exhibit “D” 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 of the date first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Homes, Mayor

Date: _____, 2021

ATTEST:

Donesia L.Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

KOSMONT & ASSOCIATES, INC., a California corporation

By: _____
Name: Larry Kosmont
Title: Chairman and CEO

By: _____
Name: _____
Title: _____
Address: _____

Date: _____, 2021

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 _____, 2021 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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COUNTY OF LOS ANGELES

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

SIGNER(S) OTHER THAN NAMED
ABOVE

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Task 1 timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date (subject to modification based on date City provides Consultant with updated planned project data)</u>
A.	Task 1	30 days from authorization	3/17/2017
B.	Task 2	60 days from authorization	4/17/2017
C.	Task 3	60 days from authorization	4/17/2017
D.	Task 4	60 days from authorization	4/17/2017
E.	Task 5	90 days from authorization	5/17/2017
F.	Task 6	60 days from receipt of City updated planned project data	August 31, 2019
G.	Task 7	90 days receipt of City updated planned project data	September 30, 2019
H.	Task 8	90 days from receipt of City updated planned project data	September 30, 2019
I.	Task 9	Within 90 days from authorization	March 31, 2020
J.	<i>Task 10*</i>	<i>Within 180 days from authorization</i>	<i>September 30, 2021</i>

K.	Task 11*	Within 180 days from authorization	September 30, 2021
L.	Task 12*	Within 365 days from authorization	June 30, 2022

Additionally, for Task 13, Consultant shall perform requested services in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer.

Due to the nature of scope, Consultant shall work with the City to accommodate for changes in timeline based on City's needs.

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 Power Point 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.

- I. Task 9 Deliverables: Written summary of County Board of Supervisors discussions and recommendation on the formation of EIFD (whether with, or without, the County's participation) so as to provide direction/confirmation on whether the City should proceed with EIFD initially with or without County partnership.
- J. Task 10 Deliverables: Provide City (and County Board of Supervisors, if applicable) with required documentation, including but not limited to, ROI, to form the EIFD. Presentation of summary PowerPoint to City Council, staff, and public during public meeting(s). Noticing of the ROI as needed.
- K. Task 11 Deliverables: Completed IFP and related appendices and financial impact analysis. Distribution of the IFP to property owners within EIFD and affected taxing entities, as needed. In coordination with City Clerk, provide notice of PFA hearing for IFP approval and EIFD formation, and file required documents to form EIFD, as needed. Initial estimates of potential bonding capacity.
- L. Task 12 Deliverables: Coordination, preparation and presentation of PowerPoint on the EIFD and IFP at required City Council meeting(s) (and potential County Board of Supervisors meeting, under the direction and cost of City) and PFA hearing(s) to approve IFP and form EIFD. File the Change of Jurisdictional Boundaries with the State Board of Equalization, as needed.
- M. Task 13 Deliverables: Deliverables shall be determined in accordance with Section VI of this Exhibit "A".

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.