

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) 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 effective as of the 2nd day of March, 2021.

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. On July 7, 2020, City and Consultant entered into an amendment of the Agreement (“Amendment No. 1”) 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. However, by the time Amendment No. 1 was executed by the parties, the Agreement, with an expiration date of June 30, 2020, had expired.

D. On October 6, 2020, City and Consultant entered into an amendment of the Agreement (“Amendment No. 2”) to require Consultant to process a minimum of an additional 50 EIDL, PPP, or other government or bank sponsored loan applications within 500 hours over the period commencing October 6, 2020 until expiration of the Agreement in consideration for payment of not to exceed \$75,000, for a total increased Contract Sum not to exceed \$225,000, extend the Agreement term to June 30, 2021, and expand the scope of services to be provided by Consultant by adding (i) administration of City-funded Small Business Assistance Program and City’s CDBG-funded loan and grant programs, (ii) non-lending services such as the survey of businesses to determine the demand for the United States Economic Development Administration (“EDA”)-funded loan program, and (iii) assistance to secure any EDA grants. Because the time commitment required to process each loan application is lengthier than was originally anticipated by City and Consultant, the City will require Consultant to process fewer EIDL, PPP, or other government or bank sponsored loan applications per hour. Based on the foregoing, City and Consultant entered into Amendment No. 2 retroactive to June 30, 2020, thereby authorizing the provision of the services under the Agreement by Consultant

commencing as of said date, and ratified and affirmed Amendment No. 1 and the continuous and uninterrupted term of the Agreement from the effective date of the Agreement until and through June 30, 2021.

E. Consultant has received significantly more applications associated with the City's CDBG-funded loan and grant programs which were added to the Scope of Services pursuant to Amendment No. 2 than the parties anticipated, and as such, City and Consultant seek to add an additional \$30,000 to the Contract Sum to bring the total not to exceed amount of the Contract Sum from \$225,000 to \$255,000.

TERMS

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

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 Two Hundred *Fifty Five* ~~Twenty Five~~ *Thousand* Dollars (~~\$225,000~~ *\$255,000*) ("Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. **Exhibit "C," "Schedule of Compensation," of the Agreement, is hereby replaced in its entirety with Exhibit "C" of this Amendment No. 3, attached hereto and incorporated herein by this reference.**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2, and 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, Amendment No. 1, and Amendment No. 2. 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 and Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date set forth above.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, 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: Roberto Barragan
Title: Executive Director

By: _____
Name: Susan Howard
Title: Secretary
Address: 244 S. San Pedro Street, Suite 412
Los Angeles, CA 90012

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		DESCRIPTION OF ATTACHED DOCUMENT
<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

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.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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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 - (i) Loan Applications, Business Assistance and Submittals to SBA, Banks, Non-Bank lenders, or the City of Carson for action; (ii) administration of City-funded Small Business Assistance Program and City’s CDBG-funded loan and grant programs; (iii) non-lending services such as the survey of businesses to determine the demand for the United States Economic Development Administration (“EDA”)-funded loan program; and (iv) assistance to secure any EDA grants.	1,650 hours \$247,500
Total	1,650 hours for total of \$247,500 plus mobilization costs of \$7,500 for grand total of \$255,000

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 shall process a minimum of 175 EIDL, PPP, or other government- or bank-sponsored loan applications, including the Carson Small Business Loan Program applications and the other tasks referenced in Section I above, within the 1,650 hours allotted in this Agreement. Without limiting the generality of the foregoing, Consultant shall process a minimum of 50 loan applications within 500 hours over the period commencing October 6, 2020 until expiration of the Agreement in consideration for payment of not to exceed \$75,000.

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 \$255,000 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