

RESOLUTION NO 2086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
 CONSULTING SERVICES WITH THE FIRM OF KATZ,
 HOLLIS, COREN, AND ASSOCIATES, INC.

BE IT RESOLVED by the City Council of the City of Soledad, that the Interim City Manager and/or City Manager be, and he/she is hereby, authorized and directed for and on behalf of the City Council of the City of Soledad, to execute with Katz, Hollis, Coren, and Associates, Inc., a consulting services agreement in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 22nd day of May, 1991, by the following vote

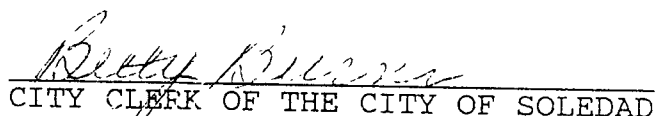
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr , Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers None

ABSENT, Councilmembers None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST.


 CITY CLERK OF THE CITY OF SOLEDAD

**AMENDMENT TO AGREEMENT
FOR CONSULTING SERVICES**

THIS AMENDMENT is entered into on this 22nd day of May 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD (hereinafter referred to as the "Agency") and KATZ, HOLLIS, COREN & ASSOCIATES, INC., a California corporation (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, the Agency engaged Consultant by Contract dated December 13, 1988 (the "Contract") to provide financial consulting services in connection with the undertakings of the Agency;

WHEREAS, the parties involved desire to amend the Contract to reflect the current Consultant fee and reimbursement schedules used in the calculation of compensation due Consultant, and

WHEREAS, the parties involved desire to amend the Contract by: 1) including services directly related to the sale of a bond issue or other debt issuance by the Agency, 2) including a fee based upon a fraction of a percentage of the issue amount for each instance of incorporation of the Consultant's analyses or reports in the offering documents of an Agency bond issue or other debt issuance, and 3) including a method of payment for the fee.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE TO AMEND THE CONTRACT AS FOLLOWS

1 Article I., SCOPE OF SERVICES, Paragraph 3, is amended by deleting the phrase "do not include services directly related to the sale of a bond issue," and substituting therefor the phrase, "may include services directly related to the sale of a bond sale or other debt issuance by the Agency "

2. Article III, COMPENSATION AND METHOD OF PAYMENT, Section A. Compensation is hereby amended with the replacement of the schedule shown with the following schedule.

Principals	\$140 per hour
Senior Associates	\$120 per hour
Associates	\$ 95 per hour
Senior Analysts	\$ 85 per hour
Analysts	\$ 65 per hour
Research Analysts	\$ 55 per hour
Secretarial/Administrative	\$ 40 per hour

3 Article III, COMPENSATION AND METHOD OF PAYMENT, Section A. Compensation, Paragraph 2, Automobile Mileage is hereby amended to read as follows "Automobile Mileage at the rate of \$.26 per mile."

4 Article III., COMPENSATION AND METHOD OF PAYMENT, Section A. Compensation, is amended by adding paragraph 4 to read as follows." Compensation Relating to Sale of Bonds or Other Debt Issuance. In addition to compensation for services performed hereunder, Agency shall pay Consultant a fee of 075 percent of the bond issue amount but not less than FIFTEEN THOUSAND DOLLARS (\$15,000 00) for each instance of incorporation, by facsimile or reference of the Consultant's reports or analyses, or any portion thereof, in the offering documents of an Agency bond sale or other debt issuance."

5 Article III., COMPENSATION AND METHOD OF PAYMENT, Section B. Method of Payment, is amended by inserting in paragraph A as shown in the following parenthesis "services have been

performed hereunder (or an instance of incorporation of the Consultant's reports or analyses into an offering document has occurred,) the Consultant shall submit an invoice"

6. Article IV., RIGHT OF TERMINATION, is amended by adding the following language to the end of the first paragraph "action by either party (, provided however that Agency shall compensate Consultant for services performed and expenses incurred prior to the date of Consultant's receipt of said written notice and shall compensate Consultant for any instance of incorporation of Consultant's reports or analyses in offering documents for Agency debt issuance occurring at any time within a one year period following Consultant's receipt of said written notice) "

7 All other provisions of the Contract which do not conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Amendment to Contract, as of the date first hereinabove set forth.

REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD

By Joe A. Ledesma , Mayor

By Betty Burns , City Clerk/Interim
KATZ, HOLLIS, COREN & ASSOCIATES, INC City
Manager

By Lawrence J. Arceneaux , President