

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 41-2021

AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH BLX GROUP, LLC FOR ARBITRAGE REBATE CONSULTANT SERVICES TO EXTEND THE TERM OF THE CONTRACT BY THREE YEARS TO DECEMBER 31, 2024 AND TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$17,955 FROM \$116,390 TO \$134,345

WHEREAS, On May 11, 2018, the City's Office of Public Finance ("OPF") conducted a competitive solicitation process to form a panel of arbitrage rebate consultants. OPF selected BLX Group, LLC, a Delaware limited liability corporation ("BLX Group") for this panel. Section IX.C.5 of OCII's Purchasing Policy authorizes OCII to select a contractor from a City panel that was established using a competitive selection process; and,

WHEREAS, On April 2, 2019, the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure ("Commission") passed Resolution 05-2019 authorizing a personal services contract with BLX Group ("Contractor"), for arbitrage rebate consulting services in an amount not-to-exceed \$116,390 ("Contract") through December 31, 2021; and,

WHEREAS, BLX Group remains in the City's competitively established pool of qualified arbitrage rebate consultants; and,

WHEREAS, BLX Group has performed satisfactorily under its existing contract; and,

WHEREAS, OCII wishes to amend the Contract to retain BLX Group, adding three years of arbitrage rebate consulting services and increasing the contract not-to-exceed amount by \$17,955 from \$116,390 to \$134,345; and,

WHEREAS, Authorization of the Contract with BLX Group is not a project, as defined by the California Environmental Quality Act ("CEQA") in CEQA Guidelines Section 15378(b)(5), because the action is an administrative activity of government that will not result in a direct or indirect physical change in the environment and is not subject to environmental review under CEQA; now, therefore, be it

RESOLVED, That the Executive Director of the Office of Community Investment and Infrastructure is authorized to execute the First Amendment to the Personal Services Contract with the BLX Group, substantially in the form attached to this Resolution, for arbitrage rebate consultant services to extend the term of the contract by three years from January 1, 2022 to December 31, 2024 and to increase the contract-not-to-exceed amount by \$17,955 from \$116,390 to \$134,345.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of December 7, 2021.

Commission Secretary

Exhibit 1: First Amendment to the Personal Services Contract with BLX Group, LLC

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH BLX GROUP, LLC, A DELAWARE LIMITED LIABILITY CORPORATION FOR ARBITRAGE REBATE CONSULTANT SERVICES ("First Amendment") is entered into as of January 1, 2022 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE /SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("OCII"), and BLX GROUP, LLC, A DELAWARE LIMITED LIABILITY CORPORATION ("Contractor").

RECITALS

- A. On April 2, 2019, the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure ("Commission") passed Resolution 05-2019 authorizing a personal services contract with BLX Group, LLC, a Delaware limited liability corporation ("Contractor"), for arbitrage rebate consulting services in an amount not-to-exceed \$116,390 ("Contract") for consulting services related to the preparation of bond arbitrage rebate reports through December 31, 2021.
- B. BLX Group is in the City's competitively established pool of qualified arbitrage rebate consultants. Contractor has provided excellent and competitively priced services to OCII under the existing contract.
- C. OCII wishes to amend the Contract to retain BLX Group for an additional three years and increase the contract not-to-exceed amount by \$17,955 from \$116,390 to \$134,345, to cover the cost of the additional services.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Agency and Contractor agree to amend the Contract as follows:

2. TIME OF COMPLETION

Section 2 of the Contract, is hereby deleted and replaced with the following language:

"The term of this Contract shall begin on April 5, 2019 and end on December 31, 2024; provided, however, that the insurance and indemnity provisions in this Contract shall continue to remain in effect according to their terms.

3. COMPENSATION AND METHOD OF PAYMENT

Section 3(A) of the Contract is hereby deleted and replaced with the following language:

A. Compensation. *The maximum amount payable under this Contract is One Hundred and Thirty-Four Thousand, Three Hundred and Forty-Five Dollars (\$134,345). Payments shall be made according to the schedule and terms described on Attachment B, Budget (First Amendment) ("Amended Budget"). All expenses of Contractor are included in the amounts payable pursuant to the Amended Budget, and no expenses shall be reimbursed separately. All invoices shall include a description of services rendered, the billing amount and the Contractor's signature. Each invoice will be submitted upon completion for the full fee for that service, as provided in the Amended Budget. OCII staff will review and approve these invoices for payment.*

a. This First Amendment constitutes a part of the Contract and any reference to the Contract, in any document, shall be deemed to include a reference to such Contract as amended by this First Amendment. Except as otherwise amended hereby, all terms, covenants, conditions, and provisions of the Contract shall remain in full force and effect.

b. This First Amendment shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties, subject to the limitations set forth in the Contract, as applicable.

c. Nothing in this First Amendment shall constitute a waiver or relinquishment of any rights of OCII under the Contract.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,**
a public body, corporate and politic

By: _____
Sally Oerth, Interim Executive Director

BLX Group, LLC, A Delaware Limited Liability Corporation

By: _____
Nancy Kummer, Principal
Federal Tax Identification No. 51-0404065

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel and Deputy Director

Attachment B: Budget (First Amendment)

Attachment B

Budget (First Amendment)

Type	Series	Report as of Date	FY 21-22 Jan-June	FY 22-23	FY 23-24	FY 24-25	Total
Mello Roos - CFD #6	2013ABC	8/1/2022		\$ 2,565		✓ \$	2,565
Tax Allocation	2017E	8/1/2022		\$ 2,565		✓ \$	2,565
Tax Allocation	1998A&C	3/10/2023		\$ 2,565		✓ \$	2,565
Tax Allocation	2014A	8/1/2023			\$ 2,565	✓ \$	2,565
Mello Roos - CFD #7	2014	8/1/2023			\$ 2,565	✓ \$	2,565
Tax Allocation	1998D	8/1/2024				\$ 2,565 ✓	2,565
Tax Allocation	2014C	8/1/2024				\$ 2,565 ✓	2,565
Total			\$ -	\$ 7,695	\$ 5,130	\$ 5,130	\$ 17,955
Original Contract Amount							\$ 116,390
Amended Contract Amount							\$ 134,345

The original contract total included a \$20,000 contingency allowance. The unused balance, \$11,375, remains available under this amendment.

Fees will be paid net 45, upon invoice, at the completion of each service.