

FIRST AMENDMENT TO AGREEMENT NO. 35473
35473

THIS FIRST AMENDMENT TO AGREEMENT NO. 35473 is made and entered, in duplicate, as of March 3, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between BLAIS & ASSOCIATES, INC., a Texas corporation ("Contractor"), with a place of business at 74545 Irvine Center Drive, Irvine Business Ctr., Suite 200, Irvine, CA 92618, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with grant writing services; and

WHEREAS, City and Contractor (the "Parties") entered into Agreement No. 35473 (the "Agreement") whereby Contractor agreed to provide these services; and

WHEREAS, the Parties desire to enter into a First Amendment to extend the term of the Agreement for one (1) additional one-year period and update the Fee Schedule;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. Section 1.A. of the Agreement is hereby amended to read as follows.

"1. SCOPE OF WORK OF SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Twenty-Five Thousand Dollars (\$25,000) annually, at the rates or charges shown in Exhibit "B". Contractor is not authorized to commence services nor is the Contractor entitled to money under this Agreement unless and until the City, in its sole discretion, request services from Contractor pursuant to this Agreement and unless and until the City provides written approval for any fixed fee or quote associated with such services."

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4. Except as expressly modified herein, all of the terms and conditions Agreement No. 35473 are ratified and confirmed and shall remain in full force

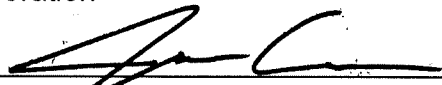
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly
executed with all formalities required by law as of the date first stated above.

BLAIS & ASSOCIATES, INC., a Texas
corporation

March 18, 2022

By 
Name Jordan Carter
Title Chief Executive Officer

, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

March 29, 2022

By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This First Amendment to Agreement No. 35473 is approved as to form on

March 24, 2022.

CHARLES PARKIN, City Attorney

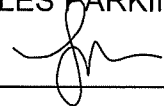
By 
Deputy

EXHIBIT “A-1”

Standard Fee Schedule – Calendar Year 2022

Description	Fee
Professional Services	Fixed Fee
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

Blais & Associates (B&A) performs work on a fixed fee basis. Each project is independently and carefully analyzed to determine a projected Scope of Work. B&A then provides a Fixed Fee quote for client review and approval prior to beginning work. Any additional one-off requests or activities that fall outside of the Scope of Work are performed and billed at one unified All Staff billing rate of \$115 per hour. This streamlined approach enables B&A to serve as a good steward of the City's capital resources and be the most efficient and effective grant services provider possible. B&A reserves the right to adjust rates annually to align with the cost of doing business. All external consultant fees and direct out-of-pocket direct expenses are billed at cost (no markup).

Our proposed rates shall remain firm for a period of 90 calendar days from the date of submission of this fee schedule. Invoices are provided monthly, payable within 30 days after receipt.

B&A actively integrates the following "cost saving" practices into its operational procedures:

- All out-of-pocket expenses are billed at cost, with zero markup to our clients.
- B&A utilizes company discounted commercially available printing services (e.g., Staples), as needed, for bulk printing, copying, and binding support, which significantly reduces required direct costs.
- B&A utilizes company discounted commercially available shipping and delivery services (e.g., FedEx, UPS, or USPS), as needed, for delivery of hard copy materials, which significantly reduces required direct costs.
- B&A provides clear itemized invoices and can, at your request, provide receipts for all direct expenses.

March 11, 2022

Subject: Updates to B&A Billing Format

To Our Client,

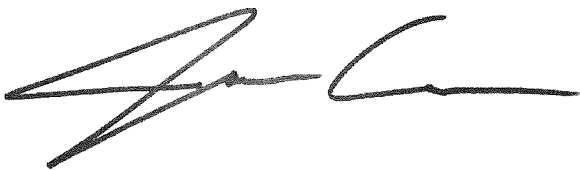
At B&A, we prioritize you and your needs above all else. We strive to be good fiduciaries of the precious resources available to improve the lives of your constituents. Our goal is to be the most effective and efficient option to provide you critical support across grant research, grant writing, and grant management. In alignment with that mission and in conformance with industry standards, we have updated our billing format to fixed fee.

Going forward, you can expect grant development projects to be quoted at a **fixed fee** that will be billed incrementally as we complete the work phases. This will result in a streamlined and more concise monthly invoice that enables sustained focus on the goal – the highest return on investment (ROI) grant program possible.

We are honored by the confidence you have placed in our B&A team to serve and support you. Should you have any questions, please contact me directly at (949) 589-6338 or reach out to me via email at jcarter@blaisassoc.com.

Thank you for the opportunity to serve.

Very truly yours,



Jordan P. Carter
Chief Executive Officer

Board of Directors Resolution of Blais & Associates, LLC

We, the undersigned, being all directors of Blais & Associates, LLC ("B&A" or the "Company") consent and agree that the following resolution was made on August 3, 2021 at 7:00 PM Central Time.

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this company. In accordance with State law and the bylaws of this company, by unanimous consent, the board of directors decided that:

Jordan Carter, Chief Executive Officer of the Blais & Associates, LLC, holds two board seats (of three total board seats) and exclusive sole signature authority to bind the Company by contract or any other agreement with any outside party.

The officers of this company are authorized to perform the acts to carry out this board resolution.


Jordan Carter, Director

August 3, 2021

Date


Jordan Carter, Director

August 3, 2021

Date


James Anderson, Director

August 3, 2021

Date