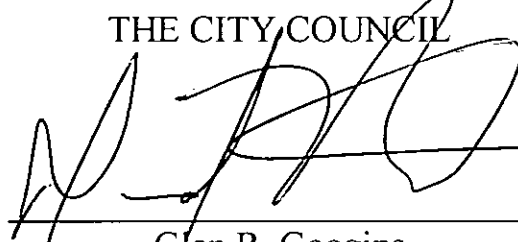


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
\_\_\_\_\_  
Glen R. Googins  
City Attorney *for Jilt J. [unclear]*

Dated: 3/3/14

AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
U3 ADVISORS INCORPORATED  
FOR CONSULTING WORK TO BE RENDERED  
FOR THE UNIVERSITY INNOVATION DISTRICT (UID)  
RECRUITMENT

**FIRST AMENDMENT  
to Agreement between the  
City of Chula Vista  
and  
U3 Advisors Incorporated**

**For Consulting Work to be rendered for the University Innovation District (UID)  
Recruitment**

This Amendment is entered into effective as of March 8, 2016, by and between U3 Advisors, Inc. and the City of Chula Vista (“City”), with reference to the following facts:

RECITALS

WHEREAS, the City and U3 Advisors entered into an agreement for “Consulting Work to be Rendered for the University Innovation District (UID) Recruitment,” dated April 9, 2015 (the “Original Agreement”); and

WHEREAS, the City desires to expand the services provided by U3 Advisors, more fully described in this Amendment and the revised Exhibit A, attached to this Amendment; and

WHEREAS, U3 Advisors presented the University recruitment strategy for the UID to the City Council on January 26, 2016; and,

WHEREAS, the City believes that the specialized consultant services provide by U3 Advisors are necessary and appropriate to continue to assist with the recruitment and development of the Chula Vista University Partnership (CVUP), a non-profit entity facilitating the development of the UID; and,

WHEREAS, pursuant to the steps identified in Consultant’s report to the City Council on January 26, 2016 the City desires to engage U3 Advisors to initiate phase 2 of the recruitment strategy; and,

WHEREAS, pursuant to Chula Vista Municipal Code Section 2.56.070, the Consultant is the sole source qualified to serve as the Consultant for the second phase of this project, due to its unique performance capabilities and knowledge, and the City’s interests would be materially better served by waiving the standard competitive bidding requirements and staff is recommending that the City Council waives the formal bidding process and retains Consultant.

NOW, THEREFORE, in consideration of the recitals and the mutual obligation of the parties set forth herein, the City and U3 Advisors agree as follows:

- I. Exhibit A Original Agreement, a copy of which is attached to this Amendment, is hereby amended as follows:

A. Section 8, “Scope of Work and Schedule,” Subsection A., “Detailed Scope of Work”

Add the following to the end of the Section:

- “8. Document Review. Consultant shall participate in reviewing the formational document of CVUP.
9. Meetings with Leaders. Consultant shall meet with the leadership of no less than five institutional partners.
10. Fundraising. Consultant shall begin formal fundraising for CVUP operations.
11. Higher Education Summit. Consultant shall plan a higher education summit for the Summer/Fall of 2016 with educational leaders from the bi-national mega region.”

B. Section 8. “Scope of Work and Schedule,” Subsection C., “Dates or Time Limits for Delivery of Deliverables”

1. Revise the final paragraph as follows:  
“Deliverable No. 7: CVUP Board Exploration and Candidate recommendations Report: September 30, 2016.”
2. Add the following to the end of the section:  
“Deliverable No. 8: Document Review. Deliverable Date: September 30, 2016.”  
“Deliverable No. 9: Meetings with Leaders. Deliverable Date: September 30, 2016.”  
“Deliverable No. 10: Fundraising. Deliverable Date: September 30, 2016.”  
“Deliverable No. 11: Higher Education Summit. Deliverable Date: September 30, 2016.”

- II. All other terms and conditions of the Original Agreement not modified by this Amendment remain in full force and effect.

The Parties acknowledge and accept the terms and conditions of this Amendment as evidenced by the following signatures of their duly and authorized representatives. It is the intent of the Parties that this Amendment shall become operative on the Effective Date.

U3 Advisors



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Omar Blaik, Co-Chief  
Executive Officer (CEO), U3 Advisors

City of Chula Vista

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Mary Casillas Salas, Mayor

Attest:

---

Donna Norris, City Clerk

Approved as to form:

---

Glen R. Googins, City Attorney

**Exhibit A**  
**to**  
**Agreement between**  
**City of Chula Vista**  
**and**  
**U3 Advisors Inc., Consultant**  
**For Consulting Work to be rendered**  
**For the University Innovation District (UID) Recruitment**

1. Effective Date: The Agreement shall take effect upon full execution of the Agreement, as of the effective date stated on page 1 of the Agreement.
2. City-Related Entity:  
  
 City of Chula Vista, a municipal chartered corporation of the State of California  
  
 Other: \_\_\_\_\_, a [insert business form]
3. Place of Business for City:  
  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910
4. Consultant:  
U3 Advisors, Incorporated
5. Business Form of Consultant:  
  
 Sole Proprietorship  
 Partnership  
 Corporation
6. Place of Business, Telephone and Fax Number of Consultant:  
30 S. 15th Street, 15th Floor  
Philadelphia, PA 19102  
(610) 316-0648  
Attn: Omar Blaik, Co-CEO  
(215) 279-8385  
[www.u3advisors.com](http://www.u3advisors.com)
7. General Duties:

Assist the City in the creation of the Chula Vista University Partnership (CVUP); guide the City and the CVUP in the marketing, fundraising and recruitment for the development of the 375-acre University and Innovation District.

8. Scope of Work and Schedule:

The scope of work under this contract entails a focused work effort in the following different areas to be completed between March and September 30, 2016:

1. CVUP Board Exploration and Candidate Recommendations Report.
2. Fundraising for CVUP.
3. CVUP formation.
4. Exploration of University Partners
5. Higher Education summit

A. Detailed Scope of Work:

1. CVUP Board Exploration and Candidate Recommendations Report. Consultant shall work with the City to develop a short-list of potential CVUP Board candidates. Consultant will provide metrics for assessing board candidates, schedule, participate, and follow-up visit potential board candidates with members of the City. This effort will culminate in the provision of a CVUP Board Candidate Recommendations Report for presentation to the City Council.
2. Fundraising for CVUP. Consultant will begin more formal conversations with selected philanthropies and begin developing formal requests to support the higher education campus, the operating budget of CVUP, the “border institute” and a higher education summit. Consultant may hire a grant writer to support the fundraising effort.
3. CVUP Formation. Support the City in the formation of the CVUP entity and its board. Consultant will assist City in the development of the bylaws, articles and other documents necessary to create the CVUP non-profit university recruitment corporation.
4. Exploration of University Partners. Consultant will continue the pre-recruitment process to develop a bi-national higher education campus in Chula Vista which will include meetings with no less than five institutions from the U.S. and Mexico to discuss the opportunity and to solidify interest in the project and determine feasibility.
5. Higher Education Summit. Consultant with city staff will plan and be responsible for the costs to conduct a higher education summit for the summer/fall of 2016 with

educational leaders and philanthropic leaders which will include representation from the bi-national mega region and national and international attendees. The summit will include educational leaders from both sides of the border, will include visitation of Universities in Mexico and possibly San Diego and will conclude with deliberations on the direction of CVUP and moving the Bi-national University forward.

B. Date for Commencement of Consultant Services:

Same as Effective Date of Agreement

Other: \_\_\_\_\_

C. Dates or Time Limits for Delivery of Deliverables:

D. Date for completion of all Consultant services: September 30, 2016.

9. Materials Required to be Supplied by City to Consultant:

10. Compensation:

A.  Single Fixed Fee Arrangement.

For performance of all of the Defined Services by Consultant as herein required, City shall pay a single fixed fee in the amounts and at the times or milestones or for the Deliverables set forth below:

<u>Milestone or Event or Deliverable</u>	<u>Amount or Percent of Fixed Fee</u>
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1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

B. ( ) Phased Fixed Fee Arrangement.

For the performance of each phase or portion of the Defined Services by Consultant as are separately identified below, City shall pay the fixed fee associated with each phase of Services, in the amounts and at the times or milestones or Deliverables set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to the compensation for a Phase, unless City shall have issued a notice to proceed to Consultant as to said Phase.

<b>Phase</b>	<b>Fee for Said Phase</b>
1.	\$ _____
2.	\$ _____
3.	\$ _____

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 18 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

C. (X) Hourly Rate Arrangement

For performance of the Defined Services by Consultant as herein required, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts set forth in the Rate Schedule herein below according to the following terms and conditions:



Omar Blaik, Co-CEO	\$475.00
Alex Feldman, Project Manager	\$275.00
Shea O-Neill	\$150.00
Research Analyst	\$111.47
Local Hire (TBD)	\$110.00

(1)  Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for **\$200,000**, including all Materials, and other “reimburseables” (Maximum Compensation).

(2)  Limitation without Further Authorization on Time and Materials Arrangement

At such time as Consultant shall have incurred time and materials equal to \$\_\_\_\_\_ (Authorization Limit), Consultant shall not be entitled to any additional compensation without further authorization issued in writing and approved by the City. Nothing herein shall preclude Consultant from providing additional Services at Consultant's own cost and expense. See Exhibit B for wage rates.

Hourly rates may increase by 6% for services rendered after [month], 20\_\_\_\_, if delay in providing services is caused by City.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

None, the compensation includes all costs.

	Cost or Rate
<input type="checkbox"/> Reports, not to exceed \$_____:	\$_____
<input type="checkbox"/> Copies, not to exceed \$_____:	\$_____
<input type="checkbox"/> Travel, not to exceed \$_____:	\$_____
<input type="checkbox"/> Printing, not to exceed \$_____:	\$_____
<input type="checkbox"/> Postage, not to exceed \$_____:	\$_____
<input type="checkbox"/> Delivery, not to exceed \$_____:	\$_____
<input type="checkbox"/> Outside Services:	\$_____
<input type="checkbox"/> Other Actual Identifiable Direct Costs:	\$_____
_____, not to exceed \$_____:	\$_____
_____, not to exceed \$_____:	\$_____

12. Contract Administrators:

City:

Scott D. Donaghe, Principal Planner  
Public Services Building C  
276 Fourth Avenue  
Chula Vista, CA 91910  
(619) 476-5341

Consultant:

Omar Blaik, Co-CEO  
U3 Advisors, Incorporated  
30 S. 15th Street, 15th Floor  
Philadelphia, PA 19102  
(215) 279-8385

13. Liquidated Damages Rate:

- \$ \_\_\_\_\_ per day.
- Other: \_\_\_\_\_

14. Statement of Economic Interests, Consultant Reporting Categories, per Conflict of Interest Code (Chula Vista Municipal Code chapter 2.02):

Not Applicable. Not an FPPC Filer.

FPPC Filer

- Category No. 1. Investments, sources of income and business interests.
- Category No. 2. Interests in real property.
- Category No. 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department administering this Agreement.
- Category No. 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.
- Category No. 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Chula Vista or the City's Redevelopment Agency to provide services, supplies, materials, machinery or equipment.

( ) Category No. 6. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the department administering this Agreement to provide services, supplies, materials, machinery or equipment.

( ) List Consultant Associates interests in real property within 2 radial miles of Project Property, if any:

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15. ( ) Consultant is Real Estate Broker and/or Salesman

16. Permitted Subconsultants:

17. Bill Processing:

A. Consultant's Billing to be submitted for the following period of time:

- X) Monthly
( ) Quarterly
) Other: Per Milestone Deliverables in Table in Section 10-B

B. Day of the Period for submission of Consultant's Billing:

- ( ) First of the Month
(X) 15th Day of each Month
( ) End of the Month
) Other: Per Milestone Deliverables in Table in Section 8-C

C. City's Account Number:

18. Security for Performance

Performance Bond, \$ \_\_\_\_\_

Letter of Credit, \$ \_\_\_\_\_

Other Security:

Type: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Consultant sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

Retention Percentage: 10%

Retention Amount: \$ \_\_\_\_\_

Retention Release Event:

Completion of All Consultant Services

Other: \_\_\_\_\_

Other: The Retention Amount may be released on a monthly basis provided that Consultant has performed said monthly services to the sole satisfaction of the Director of Development Services or his designee.