

RESOLUTION NO. 23-121

Resolution Of The City Council Of The City of Emeryville Authorizing The City Manager To Execute A First Amendment To The Contract With Chandler Asset Management Increasing The Current Investment Limit On The Amount of Assets To Be Managed By Chandler To \$200 Million, Extending The Contract Term To June 30, 2027, And Increasing The Total Contract Amount By \$220,000 From \$260,000 To \$480,000 For Investment Advisory And Management Services

WHEREAS, on July 19, 2022, the City Council of the City of Emeryville adopted Resolution No. 22-108, authorizing the City Manager to enter into a one-year contract with an option to extend the contract for two additional years at the discretion of the City Manager, until June 30, 2025, for investment advisory services with Chandler Asset Management (Chandler) to manage and invest \$50 million of the City's funds and a total contract amount not to exceed \$260,000; and

WHEREAS, the City's operating environment has changed since initially engaging Chandler and the City's funds for investment continue to grow; and

WHEREAS, in May 2023, the City received \$50 million in bond proceeds from Measure C general obligation bonds and the financing strategy requires professional management of these bond proceeds over a multi-year period; and now, therefore, be it,

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a First Amendment to the Contract with Chandler Asset Management to increase the investment limit on the amount of assets to be managed by Chandler to \$200 million, extend the contract term to June 30, 2027, and increase the total contract amount from \$260,000 to \$480,000 with fees capped at \$110,000 annually.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 5, 2023, by the following vote:

AYES:	5	Mayor Bauters, Vice Mayor Welch and Council Members Kaur, Mourra and Priforce
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

DocuSigned by:

John Bauters

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MAYOR

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

April Richardson

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CITY CLERK

DocuSigned by:

John Kennedy

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CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **CHANDLER ASSET MANAGEMENT** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated July 25, 2022 ("Contract") for the purpose of retaining the services of Contractor to provide Investment Management and Advisory Services; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 *Exhibit A*

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

OR

- ☐ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-Revision Number**, attached hereto and incorporated herein by this reference.

1.2 *Termination Date*

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2027**.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Professional Services Contract Amendment
REV 06/2020

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND NO CENTS (\$220,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS AND NO CENTS (\$480,000.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. 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.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
FIRST AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
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City Attorney

Dated: CITY OF EMERYVILLE

City Manager

Dated: CHANDLER ASSET MANAGEMENT

DocuSigned by:
Nicole Drago
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08/04/2023
Nicole Drago, President (Signature)

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>