

**SECOND AMENDMENT TO
MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT
OMNICAP GROUP LLC**

Financial Advisory Services Panel (RFP No. 1757)

This SECOND AMENDMENT TO MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Second Amendment”), is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and OMNICAP GROUP LLC, a Delaware limited liability company authorized to do business in California (“Consultant”), at 2286 East Maple Avenue, El Segundo, CA 90245, in accordance with the following facts:

RECITALS

WHEREAS, the City and Consultant entered into a Master Professional Consultant Services Agreement for Financial Advisory Services Panel (RFP No. 1757), on or about June 5, 2018 (“Master Agreement”); and

WHEREAS, the City and Consultant entered into the first Supplemental Agreement for Assigned Project for Arbitrage Rebate and Swap Reporting Services, on or about January 7, 2020 (“Supplemental Agreement”); and

WHEREAS, the City and Consultant entered into the second Supplemental Agreement for Assigned Project for Swap Advisory Services, on or about September 4, 2020 (“Second Supplemental Agreement”); and

WHEREAS, the City and Consultant entered into the First Amendment to Master Professional Consultant Services Agreement for Financial Advisory Services Panel (RFP No. 1757), on or about May 3, 2021 (“First Amendment”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to amend the Master Agreement to extend the term of the Agreement for one additional year, to end June 30, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 2, "Term," is hereby amended to extend the term of the Agreement for one additional year, to end June 30, 2023.

2. All rates for service rendered by Consultant to City pursuant to the Master Agreement, as amended, and any ongoing existing Supplemental Agreements, and for any services to be rendered from July 1, 2022, through June 30, 2023, will be invoiced at the current rates and will remain the same for any new Supplemental Agreement.

3. All other terms and conditions of the Master Agreement between the Parties which are not inconsistent with the terms of this Second Amendment shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Master Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

OMNICAP GROUP LLC,
a Delaware limited liability company
authorized to do business in California

By: _____
City Manager

By: _____
Its: President

Attest: _____
Interim City Clerk

By: _____
Its: Managing Director

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Senior Deputy City Attorney

**FIRST AMENDMENT TO
SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT
OMNICAP GROUP LLC
Swap Advisory Services**

This FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT (“First Amendment”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and OMNICAP GROUP LLC, a Delaware limited liability company authorized to do business in California (“Consultant”), in accordance with the following facts:

RECITALS

WHEREAS, on June 5, 2018, the City and Consultant entered into a Master Professional Consultant Services Agreement for Financial Advisory Services Panel (“Master Agreement”); and

WHEREAS, on September 4, 2020, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Swap Advisory Services (“Supplemental Agreement”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to amend the Master Agreement and Supplemental Agreement to extend the term for one additional year, to end June 30, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Supplemental Agreement:

1. Section 3, “Term,” is hereby amended to extend the term of the Supplemental Agreement for one additional year, to end June 30, 2023, or the required date for completion of an assigned project, provided such project was assigned prior to June 30, 2023.

2. All other terms and conditions of the Master Agreement and Supplemental Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Supplemental Agreement for Assigned Project to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Senior Deputy City Attorney

OMNICAP GROUP LLC,
a Delaware limited liability company
authorized to do business in California

By: _____
Its: President

By: _____
Its: Managing Director

**FIRST AMENDMENT TO
SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT
OMNICAP GROUP LLC**

Arbitrage Rebate and Swap Reporting Services

This FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT (“First Amendment”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and OMNICAP GROUP LLC, a Delaware limited liability company authorized to do business in California (“Consultant”), in accordance with the following facts:

RECITALS

WHEREAS, on June 5, 2018, the City and Consultant entered into a Master Professional Consultant Services Agreement for Financial Advisory Services Panel (“Master Agreement”); and

WHEREAS, on January 7, 2020, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Arbitrage Rebate and Swap Reporting Services (“Supplemental Agreement”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to amend the Master Agreement and Supplemental Agreement to extend the term for one additional year, to end June 30, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Supplemental Agreement:

1. Section 3, “Term,” is hereby amended to extend the term of the Supplemental Agreement for one additional year, to end June 30, 2023, or the required date for completion of an assigned project, provided such project was assigned prior to June 30, 2023.

2. All other terms and conditions of the Master Agreement and Supplemental Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Supplemental Agreement for Assigned Project to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Senior Deputy City Attorney

OMNICAP GROUP LLC,
a Delaware limited liability company
authorized to do business in California

By: _____
Its: President

By: _____
Its: Managing Director