

**SECOND AMENDMENT TO CONTRACT NO. C-118850  
BETWEEN THE CITY OF LOS ANGELES  
AND  
FTN FINANCIAL MAIN STREET ADVISORS, LLC**

This Second Amendment to Contract No. C118850 between the City of Los Angeles (hereinafter "City") and FTN Financial Main Street Capital Advisors, LLC (hereinafter "Contractor") is entered into with reference to the following:

**WHEREAS**, on May 1, 2011, the City of Los Angeles entered into Contract # C-118850 (hereinafter "Contract"), for investment advisory services, with Main Street Capital Advisors LLC; and

**WHEREAS**, the term of the current Contract expires April 30, 2014; and

**WHEREAS**, the Contract allows the option to extend the term of the contract for up to two years if both parties agree to the extension; and

**WHEREAS**, the parties hereto desire to exercise the option to extend the term of the current Contract by two years.

**AGREEMENT**

**NOW THEREFORE**, the parties to this Contract hereby covenant and agree as follows:

**ARTICLE I – AMENDMENT TO THE CONTRACT**

**A.** Section 2 – Term of the Contract is hereby amended in its entirety to read as:

"The term of this Contract shall commence on May 1, 2011 and terminate on April 30, 2016."

**B.** The following provision is added to the CITY Standard Provisions dated March 2009 referenced as Attachment B in Section 1 of the Contract, Integrated CONTRACT:

"PSC-37. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

## Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract No. C-118850. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.”

### **ARTICLE II – GENERAL PROVISIONS**

Except as amended by this SECOND AMENDMENT, all other provisions of Contract No. C-118850 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

Approved Corporate Signature Methods (please sign in blue ink):

- a) Two Signatures: one by Chairman of Board of Directors, President, or Vice President; **and** one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- b) One signature by Corporate designated individual **together with** properly attested resolution of Board of Directors authorizing person to sign on the company's behalf.

**CITY OF LOS ANGELES**

**FTN FINANCIAL MAIN STREET  
ADVISORS, LLC**

By: \_\_\_\_\_

ANTOINETTE CHRISTOVALE, CPA  
Director of Finance / City Treasurer

By: \_\_\_\_\_

*Signature*

Name: \_\_\_\_\_

*Printed / Typed*

Title: \_\_\_\_\_

*Printed / Typed*

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Signature*

Name: \_\_\_\_\_

*Printed / Typed*

Title: \_\_\_\_\_

*Printed / Typed*

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER  
City Attorney

**ATTEST:**

HOLLY L. WOLCOTT  
Interim City Clerk

By: \_\_\_\_\_

Deputy City Attorney

By: \_\_\_\_\_

Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FIRST AMENDMENT TO CONTRACT NO. C-118850  
BETWEEN THE CITY OF LOS ANGELES  
AND  
MAIN STREET CAPITAL ADVISORS, LLC

This First Amendment to Contract No. C-118850 between the City of Los Angeles (hereinafter "City") and Main Street Capital Advisors, LLC (hereinafter "Contractor") is entered into with reference to the following:

WHEREAS, on May 1, 2011, the City of Los Angeles entered into Contract # C-118850 (hereinafter "Contract"), for investment advisory services, with Main Street Capital Advisors LLC;

WHEREAS, Contractor has informed the City that the name of the company will be changed to "FTN Financial Main Street Advisors LLC" effective on or about February 1, 2012;

WHEREAS, in the event of a change in ownership, control, or assignment or transfer in interest of this Contract, Sections 11 and 12 of the Contract require that a written amendment be executed to reflect and consent to this change;

WHEREAS, the members and owners of Main Street Capital Advisors LLC have agreed to sell all of their membership interests to First Tennessee Bank National Association, d/b/a FTN Financial ("FTN Financial");

WHEREAS, as a result of this change, Main Street Capital Advisors LLC will change its name to "FTN Financial Main Street Advisors, LLC";

WHEREAS, the term of this Contract is from May 1, 2011 to April 30, 2014; and

WHEREAS, City has a requirement for investment advisory services to continue to be provided under the terms of the Contract.

NOW THEREFORE, the parties to this Contract hereby covenant and agree as follows:

- I. The City acknowledges, consents, and agrees that effective February 1, 2012, all references in Contract to "Main Street Capital Advisors, LLC" will now refer to "FTN Financial Main Street Advisors, LLC".
- II. Except as herein amended, all other terms and conditions of Contract No. C-118850 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

By: Antoinette Christovale  
ANTOINETTE CRISTOVALE  
DIRECTOR OF FINANCE  
TREASURER

Date: 2/1/12

FTN FINANCIAL MAIN STREET ADVISORS, LLC

By: Ricardo Phillips  
Print Name: Ricardo Phillips  
Title: President

Date: 2-1-12

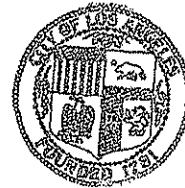
APPROVED AS TO FORM:

CARMEN A TRUTANICH  
City Attorney

By: Valentin Denis  
Title: Assistant City Attorney  
Date: 2-1-12

ATTEST:  
JUNE LAGMAY  
City Clerk

By: Olga Amato  
Title: Deputy City Clerk  
Date: 2/6/12



C-118850-1

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MAIN STREET CAPITAL ADVISORS LLC**

This CONTRACT for Investment Advisory Service (the "CONTRACT") is made as of May 1, 2011, between City of Los Angeles (the "CITY") and Main Street Capital Advisors LLC, (the "Advisor").

WHEREAS, the CITY is a municipal corporation incorporated under the laws of the State of California; and

WHEREAS, the TREASURER is responsible for the investment of cash in custody of the CITY; and

WHEREAS, the TREASURER desires to engage an Investment Advisor to provide advice and report on matters concerning the administration and performance of the City's investments; and

WHEREAS, Main Street Capital Advisors LLC represents that it is registered as an investment advisor as defined and regulated by the Securities and Exchange Commission (SEC) and is registered in the State of California; and

WHEREAS, the CITY requires the services of Advisor to provide ongoing advice as regarding the management of the City's investment portfolio; and

WHEREAS, the Services to be performed are professional and technical in nature and temporary and occasional; and

WHEREAS, the parties wish to enter into this CONTRACT for the purpose of specifying the terms and conditions of the CONTRACT between the CITY and the ADVISOR regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. **Integrated CONTRACT.**

The entire and integrated CONTRACT between CITY and ADVISOR related to the Services shall consist of this CONTRACT, the CITY Standard Provisions dated as of March 2009, the CITY's Request for Proposal for Investment Advisory Services, and all addenda thereto, and the ADVISOR's proposal dated March 12, 2011. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) the paragraphs of this CONTRACT, (2) the CITY RFP for Investment Advisory Services and all addenda thereto, (3) the ADVISOR's proposal, and (4) the CITY Standard Provisions (Attachment B). The integrated CONTRACT supersedes all prior negotiations, representations, statements, and CONTRACTs, whether written or oral, regarding the Services.

2. **Term.**

The term of this CONTRACT shall commence on May 1, 2011, and end on April 30, 2014 subject to the termination provisions herein. The CITY has the option to extend this CONTRACT for two additional years on the same terms and conditions.

3. Scope of Work.

- a. Monthly Report to Investment Advisory Committee (IAC).  
Advisor shall prepare a monthly report to the City's IAC. A principal or senior portfolio manager at Main Street Capital Advisors shall present the report to the IAC in person. The City requests a report that can be altered or enhanced in order to provide information in any format the City chooses.

The report shall provide:

- i. Information about current and historical characteristics of the portfolio, including yield, sector allocation, modified duration and maturity, duration distribution, and changes in market value.
  - ii. Include a detailed analysis of compliance with Investment Policy, state law, City Charter provisions, and any other relevant statutory requirements.
  - iii. Summarize current economic conditions, and make recommendations on strategies to optimize the portfolio's risk/return profile in the current economic environment.
  - iv. Include an evaluation of the City's securities lending program.
  - v. Include an analysis of the total rate of return on the portfolio, relative to its selected benchmark.
- b. Monthly Investment Report created as a form letter to the Los Angeles City Council.  
Report is created to satisfy several reporting requirements. The report is divided into the following sections:
- i. Investment Environment
  - ii. Summary of Investment Activity
  - iii. Compliance
  - iv. Review and Monitoring
  - v. Portfolio Characteristics
  - vi. Investment Performance
  - vii. Charts and Tables
- c. Advice on Investment Options.  
Advisor shall provide ongoing advice on strategic (long-term) or tactical (short-term) adjustments to portfolio duration, sector allocation and exposure to credit risk (e.g., corporate issues versus agencies; AA-rated securities versus A-rated securities, etc.). It shall provide a complete analysis of the effects of any changes in the Government Code to the City's portfolio. Any advice shall be accompanied by a clear explanation of the rationale for the suggestion, a quantitative analysis of the benefits and risks, and a recommended time line for its implementations.
- d. Advice on Techniques of Active Management.  
Advisor shall advise and make recommendations on active bond strategies that attempt to capitalize on the investment staff's expectations about changes in market factors that impact the performance of a bond portfolio over a defined investment horizon.

- e. Development of Appropriate Performance Benchmarks.  
Advisor shall assist in the development and/or selection of a benchmark(s) that compares the City's performance to the performance of a mark benchmark of similar duration and sector allocation.
- f. Advisor may be required to evaluate the benchmark that is currently used in measuring the portfolio and/or develop a benchmark that more accurately reflects the duration and sector allocation of the City's portfolio.
- g. Measuring Return in the City's Portfolio.  
Advisor shall implement performance reporting on the basis of the total rate of return, as well as yield reporting.  
  
Advisor shall input all of the City's transactions into its portfolio accounting and reporting system and generate comprehensive total return information, prepared in accordance with industry standards.
- h. Advisor must maintain accurate reports, including portfolio composition, interest payments, yield and total return calculations and diversity of investments.
- i. Advisor shall use its portfolio account and reporting system to generate total return information, prepared in accordance with the Association for Investment Management and Research (AIMR) standards. Records must be available for the term of the contract for periodic review and audit and retained up to three years after the termination of the contract.
- j. Reconcile investment positions and valuations with the custodial bank.
- k. Assist in the annual review and update of the City's Investment Policy. Assist in the review of investment management procedures and portfolio documentation, including safekeeping and custodial procedures.
- l. Monitor the creditworthiness of financial institutions with which the City conducts business.
- m. As stated in Advisor's proposal, Advisor can assist the City in the enhancement of its relationship with its current custodian or assist in a Request for Proposal (RFP) process to evaluate other custodians.

The City reserves the right to add and/or delete any other areas it may identify in the course of this solicitation to be included as a specific task.

#### 4. Emergency.

In the event of an "emergency", Main Street Capital is authorized and shall execute trading transactions and assume overall management of City funds.

For the sake of this agreement emergency shall mean any one or a combination of the following events:

- a. City investment staff is unavailable for any reason, including but not limited to illness, incapacity, labor action, etc

- b. City Treasury is inaccessible for any reason including but not limited to natural or manmade disasters
- c. Inoperable or loss of information technology capability necessary to complete investment transactions.

5. CONTRACT Administrator.

In performance of services under this CONTRACT, ADVISOR shall coordinate contact with CITY through its CONTRACT Administrator. For purposes of this CONTRACT, CITY designates the CITY TREASURER as the CONTRACT Administrator.

6. Minority-and Women-Owned Business Outreach Program.

CITY has adopted a policy encouraging the participation of minority-owned and women-owned business enterprises in its CONTRACTs. ADVISOR shall, when obtaining services incidental to ADVISOR's performance of work under this CONTRACT, support this policy.

7. Compensation.

For complete and satisfactory performance of the terms of this CONTRACT, the CITY will pay the ADVISOR an amount not to exceed \$324,000.00 for the initial three year term. Payment will be made in accordance with the Fee Schedule set forth in Attachment A that is attached hereto and made a part hereof, after CITY has received an invoice and reviewed and approved the services performed. The foregoing amount represents the total compensation to be paid by the CITY to ADVISOR for services performed under this CONTRACT.

8. Billings and Payments.

ADVISOR shall submit an invoice, on a quarterly basis, fifteen (15) days after services have been rendered, for \$27,000 (twenty seven thousand dollars) to the CITY's Contract Administrator whose mailing address is:

Office of the Treasurer  
200 North Spring Street  
City Hall – Room 201  
Los Angeles, CA 90012

Each invoice shall indicate ADVISOR's name and mailing address, CITY's name, and the beginning and ending billing date.

Any mailing address change must be submitted in writing to the CITY at the mailing address indicated in this Section 8. Without proper notification of an address change, ADVISOR's invoices may be delayed.

9. Standard Provisions.

Contractor agrees to comply with the provisions outlined in the CITY's Standard Provisions for CITY Personal Services Contract (revised 03/09), incorporated herein as ATTACHMENT B.



10. Audit.

- a. ADVISOR shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. CITY will have the right to audit ADVISOR's fee determination and all supporting documentation for purposes of compliance with this CONTRACT for a period of up to three years following the completion of service under this CONTRACT.
- c. Upon reasonable notice from CITY, ADVISOR shall cooperate fully with any audit of its billings conducted by the CITY and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment.

This CONTRACT covers professional services of a specific and unique nature. Except as otherwise provided herein, ADVISOR shall not assign or transfer its interest in this CONTRACT without CITY approval and by executing a written amendment to this CONTRACT.

12. Change in Ownership or Control.

ADVISOR shall notify the CONTRACT Administrator, in writing, of any change in structure or control of ADVISOR's firm. Material change in ownership of the ADVISOR's firm will require an amendment to the CONTRACT.

13. Use of Materials.

- a. CITY will make available to ADVISOR such materials from its files as may be required by ADVISOR to perform services under this CONTRACT. Such materials shall remain the property of CITY while in ADVISOR's possession and shall be returned to CITY upon request and in no event later than completion of work described herein. Work produced in accordance with this CONTRACT shall, upon termination of this CONTRACT or completion of work under this CONTRACT, be returned to CITY, provided that ADVISOR shall keep copies of such work as required by law. ADVISOR shall turn over to CITY any property belonging to CITY in its possession and any calculations, notes, reports, electronic files, or other materials prepared by ADVISOR in the course of performance of this CONTRACT upon termination of this CONTRACT, completion of work under this CONTRACT, or when requested by CITY.
- b. All original written recorded data, documents, graphic displays, reports or other material, which are originated and prepared for the CITY pursuant to this CONTRACT, shall be "Work made For Hire" and shall become the property of the CITY. The ADVISOR hereby assigns all of its right, title and interest therein to the CITY. In addition, the CITY reserves the right to use, duplicate and disclose, in whole or in part, in any manner and for any purpose whatsoever, all such data, documents, graphic displays, reports or other materials delivered to the CITY pursuant to this CONTRACT and to authorize others to do so.

14. Title to Purchased and Constructed Equipment.

Title to purchased and constructed equipment and material, including all software products, for which ADVISOR claims reimbursement, shall pass to City upon payment of invoices claiming such reimbursement. All purchase orders issued by ADVISOR shall include a statement that ADVISOR is purchasing such equipment, material and software on behalf of CITY and that all warranties shall be to the benefit of the CITY. All purchase orders for computer software shall be registered in the name of CITY and all services associated with usage of the software including future updates shall extend to CITY. ADVISOR shall transfer to CITY all such equipment and material, including all software, upon completion of each work assignment, or upon termination of this CONTRACT, or as directed by the CITY.

15. Intellectual Property.

All right, title and interest in all intellectual property conceived or developed in the course of ADVISOR's work for CITY under this CONTRACT shall be the property of CITY. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

- a. ADVISOR shall not use or disclose any intellectual property conceived or developed in the course of ADVISOR's work for CITY, except: (i) intellectual property in the public domain through no fault of ADVISOR, (ii) intellectual property which ADVISOR can prove was received by him or her from a third party owing no duty to CITY, (iii) intellectual property for which ADVISOR has received express, written permission from the CONTRACT Administrator for CITY, or from the CONTRACT Administrator's designated agent, is authorized or required to use or disclose under the terms of this CONTRACT or as is required by law.
- b. ADVISOR shall promptly notify CITY, in writing, of all intellectual property conceived or developed in the course of ADVISOR's work for CITY under this CONTRACT.
- c. ADVISOR shall assign and does hereby assign to CITY all right, title and interest to intellectual property conceived or developed by ADVISOR in the course of ADVISOR's past and future work for CITY.
- d. ADVISOR shall cooperate in the execution of all documents necessary to perfect CITY's right to intellectual property under this CONTRACT.
- e. When requested by CITY, or upon the completion of each work assignment or upon termination of this CONTRACT, ADVISOR shall return all documents and other tangible media containing intellectual property developed by ADVISOR during the course of this CONTRACT, including all prototypes and computer programs.
- f. When requested by CITY or upon termination of this CONTRACT, ADVISOR shall promptly erase copies of all CITY intellectual property from ADVISOR's computers.

16. Nonuse of Intellectual Property of Third Parties.

ADVISOR shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this CONTRACT, except for intellectual property for which ADVISOR has a license. ADVISOR shall indemnify and hold CITY harmless against all claims raised against CITY based upon allegations that ADVISOR has wrongfully used intellectual property of others in performing work for CITY, or that CITY has wrongfully used intellectual property developed by ADVISOR pursuant to this CONTRACT.

17. Key Personnel.

It is the intent of both parties of this CONTRACT that ADVISOR shall make available the professional services of Main Street Capital Advisors LLC, who shall administer all work under this CONTRACT and shall coordinate directly with the CITY. Any substitution of key personnel must be approved, in advance, by the City's Contract Administrator.

18. Time.

Time is of the essence in the performance of services under this CONTRACT.

19. Legal Requirements.

ADVISOR warrants that itself, and all personnel assigned to provide the professional services required hereunder, have obtained, and will maintain in good standing at all times during the term of this CONTRACT, all licenses and permits required by all relevant jurisdictions to perform the professional services called for in this CONTRACT or as may be required by the CITY. ADVISOR shall immediately notify the CITY if any license required by this CONTRACT is suspended or revoked.

20. Guarantees and Warranty.

- a. ADVISOR guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of CITY's other rights or remedies, CITY may require ADVISOR to re-perform any of said services which were not performed in accordance with these standards. ADVISOR shall perform the remedial services at its sole expense.
- b. CITY's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this CONTRACT.

21. Conflict of Interest.

- a. ADVISOR represents that it has advised the CITY in writing prior to the date of signing of this CONTRACT of any known relationships with a third party, CITY or employees, of any activities, which would (1) present a conflict of interest with the rendering of services under this CONTRACT, (2) prevent ADVISOR from performing the term of this CONTRACT, or (3) present a significant opportunity for the disclosure of confidential information.

- b. ADVISOR agrees during the term of this CONTRACT not to accept any employment from, or enter into any relationship with, any other person, firm, or corporation, or other third party, or engage in any other activity, where such employment or activity is a conflict of interest or when such employment or activity is likely to lead to a conflict of interest between CITY interest and the interests of such person, firm or corporation or any other third party. ADVISOR shall immediately inform CITY, through the term of this CONTRACT, if any employment or activity contemplated may develop into a conflict of interest, or potential conflict of interest.

## 22. Confidentiality.

All documents, data reports or information that the CITY provides to ADVISOR during the term of this CONTRACT, or that ADVISOR has access to during the term of this CONTRACT shall be considered confidential and shall not be released or disclosed by the ADVISOR unless authorized by the CITY or required to do so by law. ADVISOR agrees that all documents or other information used or reviewed in connection with ADVISOR's work for the CITY shall be used only for the purpose of carrying out CITY business and cannot be used for any other purpose. Such confidentiality shall survive termination of the CONTRACT.

## 23. Release of Information.

ADVISOR shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this CONTRACT without the prior written authorization from the CONTRACT Administrator or as is required by law.

## 24. Use of CITY's name.

ADVISOR shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by ADVISOR in which CITY's name is used, or its identity implied without the CONTRACT Administrator's prior written approval.

## 25. Termination.

CITY may terminate this CONTRACT with or without cause by providing written notice to ADVISOR not less than ten (10) days prior to an effective termination date. CITY's only obligation in the event of termination will be payment of fees for approved services incurred up to and including the effective date of termination.

The ADVISOR agrees to transmit to the CITY any and all material prepared, developed or obtained under the CONTRACT in the ADVISOR's possession within thirty (30) days of receipt of written notice of termination.

26. Notices.

Any notice or communication given under this CONTRACT shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the parties as follows:

Client: City Treasurer  
City of Los Angeles  
200 N. Spring Street, Room 201, City Hall  
Los Angeles, CA 90012  
Attn: Steve Ongele, Interim City Treasurer

ADVISOR: Main Street Capital Advisors  
6525 W. Warm Springs Road  
Las Vegas, NV 89118  
Attn: Rick Phillips, President

Copy to:  
Main Street Capital Advisors  
3323 E. Ridgeway Road  
Orange, CA 92867  
Attn: Susan Munson, Relationship Manager

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

27. Severability.

If any provision of this CONTRACT shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue.

This CONTRACT shall be deemed a CONTRACT under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the state of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

29. Waiver.


No delay or failure by either party to exercise or enforce at any time any right or provision of this CONTRACT shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this CONTRACT. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Joint Drafting.

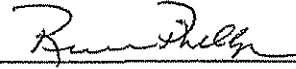
Both parties have participated in the drafting of this CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year hereinabove first written.

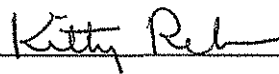
Interim City Treasurer, City of Los Angeles  
Steve Ongele

By   
Date 5/19/11

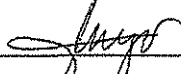
Main Street Capital Advisors LLC

By   
Title PRESIDENT  
Date 5-1-11

Approved as to Form and Legality:  
Carmen Trutanich, City Attorney

By   
Date 5-16-11

Attest:  
June Lagmay, City Clerk

By   
Date 05-19-2011  
C-118850



**ATTACHMENT A**

**FEE SCHEDULE**

Direct Fee for providing Scope of Services:

\$9,000 per month or \$108,000 annually, paid by the City quarterly, in arrears