

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the **CITY OF BELL** ("City") and **ROSENOW SPEVACEK GROUP, INC.**, a California corporation ("Consultant" or "Contractor") is effective as of the 26th day of February, 2014.

RECITALS

A. City and Contractor entered into that certain Amended and Restated Agreement for Contract Services dated May 5, 2012 ("Agreement") whereby Contractor agreed to provide City Professional Consulting Services as described in the Scope of Services in that Agreement mainly to assist the City in the unwinding of its Redevelopment Agency.

B. City and Contractor entered into Amendment No. 1 of the Agreement to extend the term thereof, to expand the Scope of Services to address requirements of AB 1484, and revise the Schedule of Compensation.

C. City and Contractor entered into Amendment No. 2 to the Agreement to continue to provide City Professional Consulting Services as described in the Scope of Services in an amount not to exceed \$35,000 for a one-year term to expire on July 18, 2014.

D. City and Contractor now desire to execute Amendment No. 3 to the Agreement to continue to provide City Professional Consulting Services as described in the Scope of Services, which is attached and incorporated hereto as Exhibit "A" in an amount not to exceed \$40,000 for a one-year term to expire on February 27, 2015.

TERMS

1. **Contract Changes.** The Amended and Restated Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The previous Exhibit "C" attached to the Amended and Restated Agreement no longer applies. The total compensation, including reimbursement for actual expenses, shall not exceed \$40,000 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

Section 1.10 of the Agreement is hereby amended as follows:

“1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum of \$40,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.”

The following Exhibits are amended:

- (a) Scope of Services (Exhibit A)
- (b) Compensation (Exhibit C)
- (c) Contractor Billing Rates (Exhibit C-1)
- (d) Schedule of Performance (Exhibit D)

These exhibits amend the existing exhibits attached to the Amended and Restated Agreement Contract Services Agreement and incorporated therein.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contract Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL


Violeta Alvarez, Mayor

ATTEST:


Janet Martinez, Interim City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


David Aleshire, City Attorney

CONTRACTOR:

Rosenow Spevacek Group, Inc.

By: 
Name: Felise Acosta
Title: President/Principal
Senior Vice President

By: 
Name: Jim Simon
Title: President
Address: RSG, Inc.
309 W. 4th Street
Santa Ana, CA 92701

Two signatures are required if a corporation

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 4, 2014 before me, Rebecca Jo Cahal
Date Here Insert Name and Title of the Officer

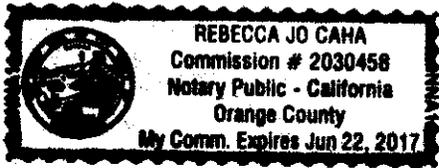
personally appeared Felise Acosta and Jim Simon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Jo Cahal
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Ongoing Redevelopment Dissolution

1. Revise financial projections as needed for Agency to assess dollars available to City and Successor Agency
2. Assist staff with analysis, meetings, and review of documentation related to the Pension Override
3. Continue to work with staff on Successor Agency administrative budgets
4. Continue to work with staff to update Recognized Obligation Payment Schedules
5. Assist staff with data and document requests, meetings, and coordination with outside firms conducting the Housing and Due Diligence Reviews
6. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller
7. Assist staff with correspondences and attend meetings with County, State, and other governmental entities
8. Work with City staff to coordinate and prepare materials for Oversight Board meetings
9. Attend Oversight Board meetings as directed
10. Continue to provide analysis and work products needed for the City to comply with the additional requirements of AB 1484

B. Economic Development

1. As requested by staff, prepare retail market analyses, business development and retention programs, conducted needed business community outreach

C. Real Estate

1. As requested by staff, prepare real estate market analyses, site assessment and positioning studies, and fiscal and economic impact analyses for identified City/Successor Agency/Housing Authority-owned sites

D. Strategic Planning and Ongoing Organizational Assistance

1. As requested by staff, provide financial forecasting and reporting, strategic planning, fiscal impact and nexus studies, and other ongoing assistance

II. The City acknowledges that the work undertaken by the Contractor will be a collaborative effort between the Contractor and City staff; and as part of this work effort changes and revision to such work items are deemed part of the work process. However, all work product is subject to review and acceptance by the City. If the Contractor's work product is deemed unsatisfactory or incomplete, the work must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

III. Contractor will utilize the following personnel to accomplish the Services:

- A. Felise Acosta will serve as Principal-in-Charge of the Assignment
- B. Brian Moncrief, Associate
- C. Other RSG support staff as needed to support Ms. Acosta and Mr. Moncrief

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks as set forth in detail in Exhibit "A":

		RATES	TIME	SUB-BUDGET
<u>A.</u>	<u>Task A</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 160 hours</u>	<u>\$25,000</u>
<u>B.</u>	<u>Task B</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 30 hours</u>	<u>\$4,000</u>
<u>C.</u>	<u>Task C</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 30 hours</u>	<u>\$4,000</u>
<u>D.</u>	<u>Task D</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 50 hours</u>	<u>\$7,000</u>

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$40,000, as provided in Section 2.1 of this Agreement.

V. The Contractor's billing rates for all personnel are described below in Exhibit C-1:

EXHIBIT "C-1"
CONTRACTOR BILLING RATES

Principal/Director	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Senior Analyst	\$ 125
Analyst	\$ 115
Research Assistant	\$ 100
Technician	\$ 75
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
<u>A.</u>	<u>Task A</u>	<u>On-going</u>	<u>N/A</u>
<u>B.</u>	<u>Task B</u>	<u>On-going</u>	<u>N/A</u>
<u>C.</u>	<u>Task C</u>	<u>On-going</u>	<u>N/A</u>
<u>D.</u>	<u>Task D</u>	<u>On-going</u>	<u>N/A</u>

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.