

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the **CITY OF BELL** ("City") and **ROSENOW SPEVACEK GROUP, INC.**, a California corporation ("Consultant" or "Contractor") is effective as of the 3rd day of October, 2012.

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. On June 26, 2012, the California State Legislature passed, and on June 27, 2012 the Governor signed Assembly Bill 1484, which made several substantive changes to ABx1-26 (the Dissolution Act). Unlike previous contract engagements to address the Dissolution Act between the City and Contractor, AB 1484 adds a significant amount of new analysis and work products including a more in-depth Recognized Obligation Payment Schedule for January to June 2012 (ROPS III), audits of the former housing and non-housing funds, a required public meeting, at least four Oversight Board meetings to be held by December 31, 2012, and continued interaction with Los Angeles County and the State Department of Finance. The Contractor also continues to conduct in-depth analysis of tax increment payments to entities such as the Los Angeles Unified School District (LAUSD) and has been instrumental in assisting the City in complying with the on-going requirements of ABx1-26 and AB 1484 including: organizing and conducting Oversight Board Meetings; submitting supporting documents and reports to the County of Los Angeles and State Departments of Finance and Auditor Controller; and continuing the functions and duties to dissolve the Bell Community Redevelopment Agency (BCRA). As a result, the City desires to increase the contract amount for the Contractor in order to allow Contractor to: 1) Provide analysis and work products needed to comply with the additional requirements of AB 1484; 2) Continue in-depth analysis of tax increment payments to entities such as the LAUSD; and 3) Continue providing on-going financial, economic development, real estate, affordable housing, strategic planning and redevelopment agency dissolution services.

C. City and Contractor now desire to amend the Amendment and Restated Agreement to expand the scope of Contractor's services to deal with the new requirements listed above and to provide Contractor for compensation for their new services related to same. A new "Scope of Services" is attached and incorporated hereto as Exhibit "A" in an amount not to exceed \$40,000 for a one-year term to expire on October 4, 2013.

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 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



Doug Willmore, City Manager

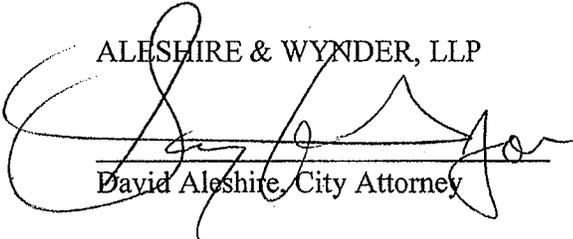
ATTEST:



Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

ALSHIRE & WYNDR, LLP



David Alshire, City Attorney

CONTRACTOR:

ROSENOW SPEVACEK GROUP, INC.

By: 

Name: Felise Acosta

Title: President/Principal

By: 

Name:

Title:

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On INSERT October 15, 2012, before me, Rebecca Jo Cahra, a Notary Public, personally appeared Felise Acosta and Jim Simon, 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.

Rebecca Jo Cahra
Notary Signature



(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On INSERT _____, 2012, before me, _____, a Notary Public, personally appeared _____, 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.

Notary Signature

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. Continue to work with staff on Successor Agency administrative budgets
3. Continue to work with staff to update Recognized Obligation Payment Schedules
4. Assist staff with data and document requests, meetings, and coordination with outside firm conducting the "Agreed Upon Procedures" audit conducted by County Auditor Controller
5. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller
6. Assist staff with correspondences and attend meetings with County, State, and other governmental entities
7. Work with City staff to coordinate and prepare materials for Oversight Board meetings
8. Attend Oversight Board meetings as directed
9. Continue to provide analysis and work products needed for the City to comply with the additional requirements of AB 1484
10. Continue in-depth analysis of tax increment payments to entities such as the LAUSD

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.
2. Assess General Fund Implications, as needed.
3. Affordable Housing Analysis and Monitoring Responsibilities.
4. Transition DDA/OPA Oversight Responsibilities.

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. Matt McCleary, Associate, will serve as Project Manager
- C. Other RSG support staff as needed to support Ms. Acosta and Mr. McCleary

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 150 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>\$5,000</u>
<u>C.</u>	<u>Task C</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 30 hours</u>	<u>\$5,000</u>
<u>D.</u>	<u>Task D</u>	<u>Per Exhibit C-1</u>	<u>Not to exceed 30 hours</u>	<u>\$5,000</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	\$ 195
Senior Associate	\$ 160
Associate	\$ 140
Senior Analyst	\$ 110
Analyst	\$ 100
Research Assistant	\$ 90
Technician	\$ 70
Clerical	\$ 60

Reimbursable Expenses **Cost plus 10%**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services/tasks as set forth in detail in Exhibit "A" 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.