

**OVERSIGHT BOARD OF SUCCESSOR AGENCY
TO ORANGE COVE REDEVELOPMENT AGENCY**
Special Meeting
Thursday, April 23, 2015 at 3:00 P.M.
Meeting To Be Held At
Orange Cove Council Chambers
633th Street, Orange Cove, California.

A. Call to Order/Welcome

B. Public Forum

Members of the public wishing to address the Oversight Board on an item that is not on the agenda may do so now. No action will be taken by the Oversight Board this evening. But items presented may be referred to staff for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Oversight Board, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

C. CONSENT CALENDAR:

1. Oversight Board Minutes of February 12, 2015

D. Administration

2. **SUBJECT:** Consideration of a Professional Services Agreement with Rosenow-Spevacek Group, Inc. for Redevelopment Consulting Services in an amount not to exceed \$20,462.00

Recommendation: Oversight Board to consider approving Resolution No. OB 2015-02 Professional Service Agreement with Rosenow-Spevacek Group, Inc. in an amount not to exceed \$20,462.00

E. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the Oversight Board to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the Oversight Board regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforangecove.com. under "Oversight Board."

**OVERSIGHT BOARD OF SUCCESSOR AGENCY
TO ORANGE COVE REDEVELOPMENT AGENCY
MINUTES**

Special Meeting

Thursday, February 12, 2015 at 3:00 P.M.

Meeting To Be Held At

**Orange Cove Council Chambers
633th Street, Orange Cove, California.**

A. Call to Order/Welcome

MEMBERS PRESENT: Members: Mulligan, Escobar, Pavelko and Martin
ABSENT: Members: Lopez and Barr

STAFF PRESENT: Finance Director Lan Bui and City Clerk June V. Bracamontes

B. Public Forum

Members of the public wishing to address the Oversight Board on an item that is not on the agenda may do so now. No action will be taken by the Oversight Board this evening. But items presented may be referred to staff for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Oversight Board, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

No comments.

C. Administration

1. **SUBJECT:** Consideration of a Loan Agreement in the amount of \$3,719.00 between the City of Orange Cove and the Successor Agency to the Orange Cove Redevelopment Agency

Recommendation: Oversight Board to consider Resolution No. OB 2015-01 Approving a Loan Agreement in the amount of \$3,719.00 between the City of Orange Cove and the Successor Agency to the Orange Cove Redevelopment Agency

Upon the motion by Member Martin and seconded by Member Pavelko, the Oversight Board approved Resolution No. OB 2015-01 Approving a Loan Agreement in the amount of \$3,719.00 between the City of Orange Cove and the Successor Agency to the Orange Cove Redevelopment Agency (Yes Vote: Mulligan, Escobar, Pavelko and Martin)(Absent Lopez)

2. **SUBJECT:** Consideration of resolutions adopting the Agency's Administrative Budget for Fiscal Year 2015-16 and the Recognized Obligation Payment Schedule 15-16A for the July through December 2015 period

Recommendation: Oversight Board to consider approving the following:

- a) Resolution No. OB 2015-02 Approving the Successor Agency's Administrative Budget for Fiscal Year 2015-16 pursuant to Health & Safety Code Section 34177(j)

Upon the motion by Member Escobar and seconded by Member Pavelko, the Oversight Board approved Resolution No. OB 2015-02 Approving the Successor Agency's Administrative Budget for Fiscal Year 2015-16 pursuant to Health & Safety Code Section 34177(j) (Yes Vote: Mulligan, Escobar, Pavelco and Martin)(Absent Lopez)

- b) Resolution No. OB 2015-03 Approving the Recognized Obligation Payment Schedule 15-16A for July through December 2015 and Authorizing its Transmittal

Upon the motion by Member Martin and seconded by Member Pavelko, the Oversight Board approved Resolution No. OB 2015-03 Approving the Recognized Obligation Payment Schedule 15-16A for July through December 2015 and Authorizing its Transmittal (Yes Vote: Mulligan, Escobar, Pavelko and Martin)(Absent Lopez)

D. Adjournment

Chairman Mulligan adjourned the meeting at 3:20 p.m.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO THE OVERSIGHT BOARD:

DATE: _____

ACTION: _____



REPORT TO OVERSIGHT BOARD

April 23, 2015

To: Oversight Board of the Successor Agency to the Orange Cove Redevelopment Agency

From: Sam Escobar, City Manager
Lan Bui, Finance Director

RE: Consideration of a Professional Services Agreement with Rosenow-Spevacek Group, Inc. for Redevelopment Consulting Services in an Amount Not to Exceed \$20,462.00

RECOMMENDATION

It is recommended that the Oversight Board approve the Professional Services Agreement with Rosenow-Spevacek Group, Inc. in an amount not to exceed \$20,462.00.

BACKGROUND AND OVERVIEW:

On June 27, 2012, the City of Orange Cove and the Successor Agency to the Orange Cove Redevelopment Agency ("Agency") entered into a contract with RSG to provide services related to the dissolution of the former Orange Cove Redevelopment Agency from January 2012 through June 2013. RSG has provided additional services to the Agency since June 2013, including:

- Operational startup activities to create the Successor Agency, Housing Successor Entity, and Oversight Board
- The Recognized Obligation Payment Schedules (ROPS) covering six month periods from January 2012 through December 2015
- The Successor Agency's Administrative Budget for Fiscal Years 2012-13 through 2015-16
- Five-Year Cash Flow Analyses to aid preparation of the ROPS and inform other planning activities
- Three City Loan Agreements to cover shortfalls in prior ROPS periods
- Due Diligence Review advisory services
- Property and asset disposition services
- Fiscal Consultant services related to a bond refinancing

- Responding to data requests from bond rating agencies
- Review and analysis of contracts, agreements, and other documents
- Documents and presentations for City Council, Successor Agency, and Oversight Board Meetings
- Documents and presentations for meetings with State and County agencies
- Correspondence with State, County, and other agencies as needed
- General project advisory and management Services
- Legislative tracking, analysis, and advice
- Other services as needed

RSG's original contract for \$69,500 covered services provided FY 2012-13, and the Agency authorized an additional \$93,765.00 for services.

As of February 28, 2015, the RSG contract had a balance of \$20,462.50. RSG is proposing to utilize the remaining balance to provide services through FY 2015-16. RSG will consult on all activities required by the Dissolution Act, which may include but are not limited to:

- Financial planning and transition services, including preparation of all Recognized Obligation Payment Schedules ("ROPS"), administrative budgets, and cash flows
- Asset disposition strategic planning, including preparation of transfer documents for housing assets
- General financial advisory services
- Project advisory services
- Project management services
- Meeting, agenda, and staff report assistance for the City Council, Successor Agency and Oversight Board
- Preparation and attendance at meetings with State, County and other agencies
- Consultations with taxing entities
- Monitoring of legal requirements and agreements
- Legislative analysis
- General advice and strategic planning for all requirements set forth under ABX1 26 and AB 1484

In February 2015, the Successor Agency and Oversight Board adopted an Administrative Budget for FY 2015-16 that included services to be provided under the proposed contract amendment. Costs will be paid by the Successor Agency out of the administrative cost allowance, which was placed on the ROPS 15-16A and is under review by the Department of Finance.

The Successor Agency approved RSG's proposal on April 8, 2015, and has forwarded it to the Oversight Board for its consideration.

Staff recommends that the Oversight Board:

1. Adopt Resolution No. OB 2015-02 Approving a Professional Services Agreement with Rosenow-Spevacek Group, Inc. in an amount not to exceed \$20,462.00.

RESOLUTION NO. 0B 2015-02

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
ROSENOW-SPEVACEK GROUP, INC. TO PROVIDE REDEVELOPMENT
CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL
YEAR 2015-16**

WHEREAS, the Oversight Board of the Successor Agency to the Orange Cove Redevelopment Agency (“Oversight Board”) has been established to direct the Successor Agency to the Orange Cove Redevelopment Agency (“Successor Agency”) to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1484, as codified in the California Health and Safety Code); and

WHEREAS, Health & Safety Code Section 34177.3(b) states that successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional administrative services; and

WHEREAS, the Successor Agency desires to enter into a contract with Rosenow Spevacek Group, Inc. (“RSG Contract”) to provide redevelopment consulting services related to the dissolution of the former Orange Cove Redevelopment Agency; and

WHEREAS, the RSG Contract Amendment is to be funded by the administrative cost allowance pursuant to Health & Safety Code Section 34171(b); and

WHEREAS, the Successor Agency and Oversight Board adopted an Administrative Budget for Fiscal Year 2015-16 pursuant to Health & Safety Code Section 34177(j)(3) that included services to be provided under the RSG Contract; and

WHEREAS, Health & Safety Code Section 34177(j)(3) requires proposals for arrangements for administrative and operations services provided by a city, county, or other entity to be submitted to the oversight board for its approval; and

WHEREAS, the Successor Agency approved the proposed RSG Contract on April 8, 2015 and has submitted it to the Oversight Board for consideration; and

WHEREAS, the Oversight Board desires to approve the RSG Contract.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the Orange Cove Redevelopment Agency does hereby resolve as follows:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by reference; and

SECTION 2. The Oversight Board hereby approves the professional services agreement with RSG, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the Oversight Board Secretary shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Orange Cove Redevelopment Agency on the 23rd day of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Oversight Board

ATTEST:

Oversight Board Secretary

EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT WITH RSG

SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT FOR REDEVELOPMENT CONSULTING SERVICES

This Professional Services Agreement for services (hereinafter, "**Agreement**") is made and entered into this ____ day of March, 2015, by and between the Successor Agency to the Orange Cove Redevelopment Agency, a public body ("**Agency**") and Rosenow-Spevacek Group, Inc., a California corporation ("**Contractor**"). The Agency and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Agency desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and Contractor agree as follows:

1. TERM

The term of this Agreement shall commence on January 1, 2015 (the "**Effective Date**") and shall continue in full force and effect until July 1, 2016 or until terminated in accordance with Section 9. The Agreement may be extended for one, one-year term, upon approval by the Agency.

2. GENERAL SCOPE OF SERVICES

2.1 Contractor shall perform the services ("**Services**") described in the Scope of Services attached hereto as Exhibit-A ("**Scope of Services**") and incorporated herein by this reference. Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the Agency. The Services shall be performed by Contractor, unless prior written approval is first obtained from the Agency. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

2.2 Agency shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

2.3 Contractor shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing redevelopment consulting services, serving a public agency.

2.4 Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act

(Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) Agency has not consented in writing to Contractor's performance of such work. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Contractor was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the Agency for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

2.5 Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. COMPENSATION

3.1 Agency agrees to compensate Contractor for the Services provided under this Agreement in accordance with the rate schedule set forth in Exhibit B ("Rate Schedule"). The Rate Schedule shall not be modified without the Agency's prior written approval. In no event shall the total compensation payable to Contractor under this Agreement exceed the sum of Twenty Thousand Four Hundred Sixty-Two Dollars (\$20,462.00), unless specifically approved in advance, in writing, by the Agency. The Agency shall pay Contractor for services rendered pursuant to this Agreement at the time and manner set forth herein. The payments set forth in this Section 3 shall be the only payments from Agency to Contractor for services rendered pursuant to this Agreement. Contractor shall not bill Agency for duplicate services performed by more than one person.

3.2 Contractor shall submit to Agency an invoice, at the conclusion of every month for the services performed during the prior thirty (30) days. Each invoice shall separately identify the Services rendered during the billing period, the personnel for whose services payment is sought, and all expenses for which reimbursement is requested. As a condition precedent to payment, the Agency may require Contractor to furnish supporting documentation for all charges for which payment is sought. Within twenty (20) business days of receipt of each invoice, Agency shall notify Contractor of any disputed amounts included on the invoice.

3.3 Agency shall make monthly payments, based on the invoice received for Services satisfactory performed and rendered. Within thirty (30) days from receipt of an invoice from Contractor, the Agency shall pay all undisputed amounts to Contractor. The Agency shall have the right to withhold from payments to Contractor reasonably disputed amounts, including without limitation, amounts for Services not performed in accordance with this Agreement and costs,

expenses or damages incurred by the Agency as a result of Contractor's breach of this Agreement or Contractor's negligence.

4. FACILITIES AND EQUIPMENT

Agency shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while performing the Services for the Agency. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Agency. In no event shall Agency be obligated to furnish any Agency vehicle for conducting Agency business or cellular telephone.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (the "Written Products") developed by Contractor in the performance of the Services pursuant to this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency, and no such written products shall be the subject of a copyright application by Contractor.

6. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of Agency. Neither Agency nor any of its officers, employees or agents shall have control over the conduct of Contractor, or any of its employees, agents and/or volunteers, except as set forth in this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor, and any of its employees, agents, and subcontractors providing services under this Agreement, shall not qualify for or become entitled to, and hereby agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise to act on behalf of Agency as an agent. Contractor shall not represent that it, or that any of its employees, agents or volunteers are, is in any manner employees of Agency.

7. SUBCONTRACTOR SERVICES

Contractor shall obtain the Agency's prior written approval before retaining a subcontractor to perform any portion of the Services required by this Agreement. Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the Agency for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the Agency and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Agency Indemnitees (defined below) for any Claims (defined below) arising from, or related to, the services performed by a subcontractor under this Agreement.

8. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Agency's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Agency:

Sam Escobar, Executive Director
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646
Email: samescobar@cityoforangecove.net
Tel: (559) 626-4488
Fax: (559) 626-4653

And:

Bianca Sparks, General Counsel
Casso & Sparks
Post Office Box 4131
West Covina, CA 91791
Email: bsparks@cassosparks.com
Tel: (213) 841-9751

If to Contractor:

Tara Matthews, Principal
Rosenow-Spevacek Group, Inc.
309 W. 4th Street
Santa Ana, CA 92701-4502
Tel: (714) 541-4585
Fax: (714) 541-1175

The Parties hereby agree to notify each other in writing, of any a change in the contact person(s), mailing addresses, email addresses and/or facsimile numbers.

9. TERMINATION

Agency shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Contractor, with or without cause. Contractor shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to Agency. In the event of such termination, Contractor shall be paid the outstanding hourly fee for Services completed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the hourly fee applicable to the performance of the Services required by this Agreement. All Agency data, documents, objects, materials or other tangible things shall be returned to Agency upon the termination or expiration

of this Agreement and no later than ten (10) days from the termination or expiration.

10. INDEMNIFICATION

10.1 The Parties agree that Agency, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers (“**Agency Indemnitees**”) should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation or court costs, or any other cost arising out of or in any way related to the performance of the Services pursuant to this Agreement (collectively, “**Claims**”). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to Agency. Contractor acknowledges that Agency would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect Agency as set forth herein.

10.2 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel selected by Agency, and hold harmless the Agency Indemnitees from and against any and all Claims of every nature arising out of or in connection with Contractor’s performance of the Services or Contractor’s failure to comply with this Agreement. Acceptance by Agency of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10.3 Agency shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor’s failure to promptly pay to Agency any indemnification arising under this Section 10 and related to Contractor’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Agency Indemnitees.

10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement.

11. INSURANCE

11.1 During the term of this Agreement, Contractor shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** including bodily injury, property damage, products, completed operations and contractual liability

coverage.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence.

11.1.3 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars (\$1,000,000.00)** per accident.

11.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than **One Million Dollars (\$1,000,000.00)**.

11.2 Agency and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement except for Statutory Workers' Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, officials, employees, agents, or volunteers. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.

11.3 Contractor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.4 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California. The policy or policies for Comprehensive General Liability Insurance, Automobile Liability Insurance, Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.5 Contractor agrees that if it does not keep the insurance required by this Section 11 in full force and effect the Agency may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

11.6 At all times during the term of this Agreement, Contractor shall maintain on file with Agency's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 11 are in effect in the required amounts and naming the Agency as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with Agency's Risk Manager such certificate(s).

11.7 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.8 All insurance policies required herein shall be written on an occurrence basis and shall name the Agency Indemnitees as additional insureds, with the exception of professional liability insurance, which shall be written on a claims-made basis. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to Agency. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.9 Contractor's insurance coverage shall be primary insurance and shall not be contributing with any insurance or self-insurance maintained by Agency, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the Agency.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Agency, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

12. GENERAL PROVISIONS

12.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, and any attempt to do so shall be void and of no effect. Agency shall not be obligated or liable under this Agreement to any party other than Contractor.

12.2 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

12.3 The waiver by Agency or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Agency or Contractor unless in writing.

12.4 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

12.5 If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Fresno County, California or in the United States District Court for Eastern District of California.

12.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.7 This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

12.8 This instrument contains the entire Agreement between the Agency and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Agency and Contractor.

12.9 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12.10 Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

“AGENCY”
**Successor Agency to the Orange Cove
Redevelopment Agency**

“CONTRACTOR”

By: _____
Sam Escobar, Executive Director

By: _____

Attest:

By: _____
June Bracamontes, Agency Secretary

Approved as to form:

By: _____
Bianca Sparks, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide Agency with redevelopment consulting services, which shall include, but is not limited to, the following:

- Financial planning and transition services, including preparation of all Recognized Obligation Payment Schedules (“ROPS”), administrative budgets, and cash flows
- Asset disposition strategic planning, including preparation of transfer documents for housing assets
- General financial advisory services
- Project advisory services
- Project management services
- Meeting, agenda, and staff report assistance for the City Council, Successor Agency and Oversight Board
- Preparation and attendance at meetings with State, County and other agencies
- Consultations with taxing entities
- Monitoring of legal requirements and agreements
- Legislative analysis
- General advice and strategic planning for all requirements set forth under ABX1 26 and AB 1484

EXHIBIT B

RATE SCHEDULE

Principal/Director	\$210.00
Senior Associate	\$165.00
Associate	\$150.00
Senior Analyst	\$125.00
Analyst	\$115.00
Research Assistant	\$100.00
Technician	\$75.00
Clerical	\$60.00

Contractor shall not charge Agency for mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. Contractor shall charge Agency for messenger services, overnight shipping/express mail costs and teleconferencing services. Any third party data required may also be charged to Agency, including, but not limited to, copies of equalized assessment roll and CoStar Market data. Contractor shall inform Agency of any third party charges prior to charging Agency. Contractor shall also charge for copies of reports, documents, notices and support material in excess of five copies. All charges shall be for actual expenses, without mark-up.