CITY OF BELL
PROFESSIONAL SERVICES AGREEMENT WITH
WILLDAN FINANCIAL SERVICES

This PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 9th day of November, 2016, by and between the CITY OF BELL, a California municipal corporation (“City”) and WILLDAN FINANCIAL SERVICES, a California Corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Four Thousand Eight Hundred Dollars and No Cents ($24,800.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.
Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is
justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. **COORDINATION OF WORK**

4.1 **Representative of Consultant.** Robert Ryall is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 **Contract Officer.** Hector Vasquez is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 **Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 **Independent Consultant.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. **INSURANCE AND INDEMNIFICATION**

5.1 **Insurance Coverages.** The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) **Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent).** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used,
either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

(f) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 **General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services
under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City’s Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the
public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but
may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit “C”. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), at City of Bell City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys’ Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this
Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials

8.11 Corporate 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

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

CITY:

CITY OF BELL, a municipal corporation

Howard W. Brown, City Manager

ATTEST:

Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

Rebekah Smith

By:
Name: Robert C. Fisher
Title: Vice President, Group Manager

By:
Name: Rebekah Smith
Title: Assistant Secretary

Address: 27348 Via Industria
Suite 200
Temecula, CA 92590

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’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 CONSULTANT’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On November 29, 2016 before me, J. E. Sater, Notary Public,

Date

personally appeared Robert C. Fisher and Rebecca Smith

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: [Provide Professional Services Agreement]
Document Date: November 9, 2016
Number of Pages: 28

Signer’s Name: Robert C. Fisher
Signer’s Name: Rebecca Smith

Signer Is Representing: Jovian Financial Services
Signer Is Representing: Jovian Financial Services

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EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

   A. Consultant shall identify the full cost recovery amount for each fee related activity, compare this amount with the City’s current cost recovery levels, and then provide recommended fee amounts with any supporting methodologies and calculations for each of the following existing fees. The methodology should be legally sustainable under existing law. City has recently completed a cost allocation plan; the results from this study will be incorporated into the User Fee Study.

   1. Business License Related Fees including, but not limited to, fees for the following:

      a. Business License Application
      b. Certificate of Occupancy Application, including related inspection
      c. Statement of Intended Use Application
      d. California Seller’s Permit for Retail Businesses
      e. Health Permit for Restaurants, Grocery and Food Related Businesses
      f. Change of Ownership on Business Licenses
      g. Change of Business Address on Business Licenses
      h. Change of Business Address on Certificate of Occupancy
      i. Change of Business Name on Business Licenses
      j. Change of Business Name on Certificate of Occupancy

   2. Community Development Related Fees including, but not limited to, fees for the following:

      a. Architectural Review (Major)
      b. Architectural Review (Minor)
      c. Zoning Clearance for Business License
d. Zoning Verification Letter

e. Appeals

f. Conditional Use Permits

g. Environmental Review

h. Lot Line Adjustment

i. Copies of the General Plan

j. Official Zoning

k. Photo copies (per page fee)

l. Parcel Maps (including related engineering fee)

m. Final Parcel Maps (including related engineering fee)

n. Tentative Final Parcel Map

o. Zone Change

p. Zone Variance

q. Time Extension for Conditional Use Permit or Zone Variance

r. Property Printout

s. Road Dedication Fee

t. Presale Inspection Application (Residential)

3. Fees for use of Park Facilities, Community Center Facilities, Sports Fields, and Park Pavilions by nonprofit organizations/community groups, residents, and all others including, but not limited to, the following:

a. Use of Veteran’s Park – East Clubhouse

b. Use of Veteran’s Park – West Clubhouse

c. Use of Veteran’s Park – Full Clubhouse

d. Use of Camp Little Bear Park – Lodge Room

e. Use of Camp Little Bear Park – Miniature Golf Course
f. Use of Camp Little Bear Park – Basketball Court

g. Use of Bell House – Meeting Room

h. Fee for additional staff attendant at park facilities

i. Security deposit for use of park facilities

j. Use of park pavilion at Treder Park

k. Use of park pavilion at Veteran’s Memorial Park

l. Use of park pavilion at Ernest Debs Park

m. Use of park pavilion at Camp Little Bear Park

n. Outside food vendor permit at park pavilions

o. Fee for using a jumper at park pavilions

p. Security deposit for use of park pavilions

q. Use of sports field at Ernest Debs Park Large Field – Soccer

r. Use of sports field at Ernest Debs Park Small Field – Soccer

s. Use of sports field at Ernest Debs Park Entire Field – Soccer

t. Use of sports field at Camp Little Bear Park – Soccer

u. Use of sports field at Veteran’s Memorial Park – Soccer

v. Fee for additional staff attendant at sports fields

w. Light Fees for Use of Ernest Debs Park Large Field – Soccer

x. Light Fees for Use of Ernest Debs Park Small Field – Soccer

y. Light Fees for Use of Ernest Debs Park Entire Field – Soccer

z. Light Fees for Use of Camp Little Bear Park – Soccer

aa. Light Fees for Veteran’s Memorial Park – Soccer

bb. Field preparation fees (drag field, chalk, bases) for sports fields

cc. Security deposit for use of sports fields
dd. Use of Multi-purpose Room at Community Center, including base fees, fees for staff attendants security guards, and liability insurance.

e. Use of Meeting Room at Community Center

ff. Use of patio area at Community Center.

gg. Use of patio area and gazebo at Community Center.

hh. Outside food vendor permit at Community Center.

ii. Fees for extended hours (before 6 am or after 12 am) at Community Center.

jj. Security deposit for use of Community Center.

4. Fees for residents and non-residents to participate in City sports programs including, but not limited to, the following:

a. Pee wee soccer

b. Youth baseball

c. Pee wee basketball

d. 8 on 8 soccer (full season)

e. 8 on 8 soccer (half season)

f. Annual membership fee

g. Jr. Chef

h. Fitness for kids

i. Building w/K’nex

j. Yu-Gi-Oh Tournaments

k. Volleyball

l. Flag football

m. Dodgeball

n. Movies under the Stars

o. Ballet for Tots
p. Introduction to Cheer Class
q. Insanity
r. Fun Camp
s. Computer classes
t. Holiday Festival
u. Concerts in the Park
v. Senior rates for TAP Bus Passes
w. Student (K-12) rates for TAP Bus Passes

5. Fees for services rendered by the Police Department including, but not limited to, the following:
   a. Reports by page
   b. Fingerprints
   c. Clearance letters (per person)
   d. Repossessions (per vehicle)
   e. Sign-off violations by peace officers (for residents and non-residents)
   f. Photos (per photo)
   g. Vehicle releases (DUI, Impounds, and Stored vehicles)
   h. Appearance fee as a witness pursuant to a subpoena

6. Flat taxes under the Business license flat tax schedule including, but not limited to, the following:
   a. Annual Vehicle/Truck License (First and additional vehicles)
   b. Annual Gardener Flat Tax
   c. Quarterly Gardener Flat Tax
B. Consultant will develop ten (10) new fees for the City, which includes a
determination of the full cost recovery amount for each fee related activity and providing
recommendations for fee amounts with any supporting methodologies and calculations.
The new fees to be developed and established shall be approved in writing by the City’s
Contract Officer.

C. In providing the services set forth in subsections A and B above, Consultant shall
perform the following services:

1. **Task 1**: Perform an Initial Document Request.
   (a) **Objective**: Consultant’s initial due diligence; obtain study-related data.
   (b) **Description**: Prior to the kick-off meeting, relevant documentation
       will be obtained and reviewed by Consultant to confirm the
       Consultant’s understanding of the services, fees, and rates to be
       studied. A written request for data will be sent to the City. Consultant
       will request information and documentation on current fees and fee
       programs, activity levels, and budget and staffing information (to the
       extent not already available) related specifically to programs and
       activities which have associated fees, and for which the City has this
       level of detail.

2. **Task 2**: Confirm Inventory of Current and Potential New Fees
   (a) **Objective**: Consultant will confirm, and update if necessary, the
       schedule of fees and methodology for calculating the fees.
   (b) **Description**: Based on the results of the initial document request and
       independent research, Consultant will incorporate into its model the
       existing City fees to comprise the parameters of the fee study.
   (c) **Meetings**: As needed and agreed to by the parties, Consultant will
       schedule a conference call with the City to discuss new fees to
       implement or existing fees that may no longer be required.

3. **Task 3**: Kick-off Call /Refine Scope.
   (a) **Objective**: Consultant will identify and resolve policy issues raised by
       the study, address gaps in data, and resolve policy issues raised by the
       study and determine appropriate fee categories (based on Task 2).
   (b) **Description**: Consultant will identify and resolve policy issues raised
       by these studies and address data gaps in order to gain a full
understanding of the City’s goals for the user fee study, and to fill any gaps in data/information necessary for the project. Consultant will establish effective lines of communication and processes for information gathering and review.

(c) **Meetings:** One (1) project kick-off conference call to initiate the entire project, discuss data needs, and address policy issues.

4. **Task 4:** Develop Comprehensive Fee Model

(a) **Objective:** Develop and test updated model.

(b) **Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey. Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs. Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. This information will be developed during the cost allocation plan phase of this project, and will be incorporated directly into the user fee model. Consultant will request clarification and/or additional data if necessary. The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

5. **Task 5:** Time Survey Interviews and On-site Information Gathering

(a) **Objective:** Consultant will meet with City staff to complete Time Surveys and understand service delivery processes. Consultant will review the data compiled for the original study, and update it where necessary to reflect new or modified processes and effort levels.

(b) **Description:** In efforts to assist staff with completion of the survey worksheets, Consultant will schedule at least one (1) full day of on-site meetings with staff. The Consultant Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected. The fee model is designed so that full cost recovery fees are calculated immediately upon input of
staff time. These full costs are also compared to current cost recovery levels. This will allow Consultant and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. Consultant will schedule the interviews with staff to minimize any disruption to their normal workflow.

(c) **Meetings**: One (1) full business day of on-site meetings/staff interviews.

6. **Task 6**: Common Fees Comparison

(a) **Objective**: Consultant will examine the user fees charged by comparable Los Angeles County, or jurisdictions that are similar to the City.

(b) **Description**: Consultant will review and determine the City’s five (5) most common fees or highest yielding fees with comparable jurisdictions (up to ten (10) comparables). The survey will contain the following:

(i) Comparison of common or similar fees and charges used by the City and other jurisdictions;

(ii) Current and proposed fees and charges unique to the City;

(iii) Fees and charges used by other public entities not currently used in the City; and

(iv) Consultant will identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

7. **Task 7**: Data Analysis and Final Fee and Rate Schedule

(a) **Objective**: Consultant will incorporate information obtained from on-site surveys to fully develop model.

(b) **Description**: Consultant will update the model, based on information received during the on-site reviews, to generate a comprehensive user fee schedule. A supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Consultant will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees), and suggest potential areas where fees could be collected where they are not currently. Consultant will present the full cost recovery level for fees, both current and projected.
under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels, and include all appropriate direct and indirect costs and overhead. Consultant will review fee programs for compliance with Propositions 218 and 26. The user fee data analysis and model development may take three to four weeks with frequent correspondence with City staff to discuss current cost recovery amounts necessary to recover full cost and frequency activity.

(c) **Meetings:** Conference calls to finalize fee schedule.

8. **Task 8:** Prepare and Present Draft Report

(a) **Objective:** Consultant will prepare draft report.

(b) **Description:** Preparation of the draft report that discusses the study’s background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the fee and rate study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

(i) Key results and findings;

(ii) Basic descriptions of each service;

(iii) The full cost of each service and current cost recovery levels;

(iv) Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;

(v) Fee recommendations with associated levels of cost recovery;

(vi) Projections of potential fee revenue;

(vii) Assessment of reasonableness of each City’s costs;

(viii) Review of reasonableness of current Consultant cost structure (for Building Division services);
(ix) As appropriate, recommend alternative methodologies for building permit fee calculation; and

(x) Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

(xi) Legal considerations for the fees,

(c) **Meetings:** One (1) conference call or online meeting to present the draft report to City staff and the City Manager.

9. **Task 9:** Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

(a) **Objective:** Consultant will review the draft report and fee model.

(b) **Description:** The goal of this task is to conduct an in-depth review of the draft report and model, and finally arrive at an optimum fee structure. Consultant will solicit feedback and comments on issues which may include, but not limited to, the following:

(i) Understandability;

(ii) Fairness to applicants;

(iii) Ease of calculation;

(iv) Appropriate levels of cost recovery; and

(v) Full cost recovery hourly rates.

Following one (1) round of comments from City staff on the draft report, Consultant will prepare the final report for presentation to the City Council.

(c) **Meetings:** One (1) online demonstration (GoToMeeting) to review the model.

10. **Task 10:** Prepare and Present Final Report/Train Staff on Model.

(a) **Objective:** Consultant will prepare and present the final report to City Council and train staff on the operation and use of the model for future modifications.
(b) **Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, Consultant will prepare the final report for presentation.

(c) **Meetings:** One (1) meeting with City Council to present the results. Consultant will also provide staff training on the operation and use of the model on the same day, during regular business hours.

D. In the event of any legal challenge to the adoption of any such fee(s), Consultant shall provide the necessary expert support to sustain the validity of said fee(s) at no additional cost to the City.

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A. As part of Task 1 above, Consultant shall submit a written information request to City.

B. As part of Task 2 above, Consultant shall draft and submit a list of current fees based on initial data provided.

C. As part of Task 3 above, Consultant shall submit a project completion schedule; and if needed, a brief summary of policy decisions to be considered by the City as part of the user fee study.

D. As part of Task 4 above, Consultant shall provide one (1) user-friendly model in Microsoft Excel format which, when finalized, City staff can use to calculate fee changes annually or as often as deemed appropriate by the City Council.

E. As part of Task 5 above, Consultant shall draft time surveys and draft full cost recovery fees.

F. As part of Task 6 above, Consultant shall submit a report that identifies the five (5) most common or highest yielding fees with comparable jurisdictions.

G. As part of Task 7 above, Consultant shall submit a final user fee and rate model for presentation to, and consideration by, the City Council.

H. As part of Task 8 above, Consultant shall prepare and submit a draft report described in Task 8.

I. As part of Task 9 above, Consultant shall incorporate comments from City regarding the draft report described in Task 8 and revise as necessary to finalize the report.
J. As part of Task 10 above, Consultant shall provide up to five (5) bound copies, one (1) unbound copy and one (1) electronic PDF file copy of the final report and model to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and model, as well as related schedules, will also be provided on CD-ROM.

K. Consultant shall provide analysis, justification and supporting documentation to explain and sustain the legal sufficiency of the fees, in a form satisfactory to the City Attorney.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. Consultant shall provide a brief description of the tasks (identified in Subsection I.C above) completed as part of each invoice.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Robert Ryall, Project Manager

B. Chris Fisher, Principal-in-Charge

C. Tony Thrasher, Analytical Support

D. Robert Quaid, Technical Advisor
EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Using the Tasks identified in Section I.C of Exhibit A, Consultant shall perform and complete said Tasks based on the following sub-budgets irrespective of the number of hours and cost it actually takes Consultant to complete each Task:

<table>
<thead>
<tr>
<th>Task</th>
<th>SUB-BUDGET</th>
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<tr>
<td>Task 1</td>
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<td>$2,085.00</td>
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<tr>
<td>Task 10</td>
<td>$1,925.00</td>
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</table>

Total $24,800.00

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 2.3.

III. The City will compensate Consultant for the Services performed upon completion of each Task identified in Section I.C of Exhibit A, as determined by the City in its sole and absolute discretion, and Consultant’s submission of a valid invoice. Each invoice is to include:

A. Identification of the task performed and completed, including line items for all the work performed.

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 $24,800.00, as provided in Section 2.1 of this Agreement.

V. Consultant’s billing rates for all personnel are set forth below. Billing by hourly rates shall only be applicable for billing of any additional services requested, and approved in writing, by the City in accordance with Section 2.3 of the Agreement.

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<tr>
<th>Title</th>
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<td>Group Manager</td>
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<td>Principal Consultant</td>
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<td>Analyst Assistant</td>
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<td>Property Owner Services Representative</td>
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<td>Support Staff</td>
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EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

A. As part of Task 3 set forth in Section I.C of Exhibit A, Consultant shall submit a project completion schedule, to be approved by the Contract Officer in writing. The City approved project completion schedule shall serve as the Schedule of Performance for this Agreement.

II. The City approved Schedule of Performance shall establish dates for Consultant to deliver the following tangible work products to the City:

A. As part of Task 1 above, Consultant shall submit a written information request to City.

B. As part of Task 2 above, Consultant shall draft and submit a list of current fees based on initial data provided.

C. As part of Task 3 above, Consultant shall submit a project completion schedule; and if needed, a brief summary of policy decisions to be considered by the City as part of the user fee study.

D. As part of Task 4 above, Consultant shall provide one (1) user-friendly model in Microsoft Excel format which, when finalized, City staff can use to calculate fee changes annually or as often as deemed appropriate by the City Council.

E. As part of Task 5 above, Consultant shall draft time surveys and draft full cost recovery fees.

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electronic copy of the study and model, as well as related schedules, will also be provided on CD-ROM.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
# Certificate of Liability Insurance

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER
Ann Risk Insurance Services West, Inc.
Los Angeles CA office
707 Wilshire Boulevard
Suite 2620
Los Angeles CA 90017-0460 USA

## INSURED
Willdan Financial Services
27168 Via Industria
Suite 700
Temecula, CA 92590 USA

## COVERSAGES

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<td>X SIR applies per policy terms &amp; conditions</td>
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## CERTIFICATE HOLDER
City of Bell
Attn: Angela Bustamante
Assistant City Clerk
633 Pine Avenue
BELL CA 92011 USA

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

---

©1989-2015 ACORD CORPORATION. All rights reserved.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The WHO IS AN INSURED section is amended to add as an Insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an Insured only with respect to such person or organization’s liability for:

A. unless paragraph B. below applies,

1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured’s ongoing operations as specified in such written contract; or

2. bodily injury or property damage caused in whole or in part by your work and included in the products-completed operations hazard, and only if
   a. the written contract requires the Named Insured to provide the additional insured such coverage; and
   b. this coverage part provides such coverage.

B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:

1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and

2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.

II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the written contract; or

B. a higher limit of insurance than required by the written contract.

III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
   1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

IV. Notwithstanding anything to the contrary in the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written
contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;

2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this coverage part;

3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and

4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the bodily injury or property damage; or

2. the offense that caused the personal and advertising injury

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SCHEDULE</th>
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<tbody>
<tr>
<td>Name Of Person Or Organization:</td>
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<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</td>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To The Insurer is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One Workers' Compensation Insurance G. Recovery From Others and Part Two Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -
The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.
THIS ENDORSEMENT DOES NOT APPLY IN NEW HAMPSHIRE OR NEW JERSEY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 11/09/2016 Policy No. 5020541572 Endorsement No.
Insured Premium $

Insurance Company Countersigned by

Copyright 1983 National Council on Compensation Insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form, provided that,

b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy, if required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.2), the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In a.4), the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.
D. Hired "Autos"

The following is added to Section III, Paragraph A.6.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver, and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

CNA63359XX (Ed. 04/12)
(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.