AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND ROSENOW-SPEVACEK GROUP, INC.

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND ROSENOW-SPEVACEK GROUP, INC.
(“Amendment No. 1”) by and between the CITY OF BELL (“City”) and ROSENOW-
SPEVACEK GROUP, INC., a California corporation (“Contractor”) is effective as of the 1st
day of July 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services
dated February 24, 2016 (“Agreement”) whereby Contractor agreed to assist the City in the
continued unwinding of its former Redevelopment Agency, including the preparation of various
reports and communications (“Services”) through June 30, 2017 for a contact sum not to exceed
$40,000.00.

B. The City Council now desires to extend the term of the Agreement an additional
12 months ending June 30, 2018.

C. By this Amendment No. 1, the total maximum compensation due to Contractor
under the Agreement, as amended, will increase by $35,000.00, from $40,000.00 to $75,000.00.

D. By this Amendment No. 1, the parties also desire to specify the work to be
completed during this extension year.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

   a. Section 2.1, Contract Sum, is hereby amended to read as follows:

   “2.1 Contract Sum.

   “Subject to any limitations set forth in this Agreement, City agrees to pay Consultant
   the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C”
   and incorporated herein by this reference. The total compensation, including
   reimbursement for actual expenses, shall not exceed Seventy Five Thousand Dollars
   and No Cents ($75,000.00) (the “Contract Sum”), unless additional compensation is
   approved pursuant to Section 1.8.”

   b. Section 3.4, Term, is hereby amended to read as follows:

   “3.4 Term.
Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

c. Exhibit “A” is hereby amended and shall be replaced with Exhibit “A-Revised”, attached hereto.

d. Exhibit “C” is hereby amended and shall be replaced with Exhibit “C-Revised”, attached hereto.

e. Exhibit “D” is hereby amended and shall be replaced with Exhibit “D-Revised”, attached hereto.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 to the Agreement.

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

  Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

  City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

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

[**SIGNATURES ON FOLLOWING PAGE**]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

Fidencio Joel Gallardo
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

ROSENOW-SPEVACEK GROUP, INC.,
a California corporation

By:
Name: Hitta Mosesman
Title: Principal/Secretary

By:
Name: Jim Simon
Title: Principal/President
Address: 309 West 4th Street
Santa Ana, California 92701-4502

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

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 LOS ANGELES

On 7 June 2017 before me, Erin Woodmas, Notary Public, personally appeared, and proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Erin Woodmas

ERIN WOODMAS
Commission # 2028829
Notary Public - California
Orange County
My Comm. Expires Jun 28, 2017

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
☒ Principal-Secretary

☐ PARTNER(S)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Amend #1 - Prof Svs Agmt

TITLE OR TYPE OF DOCUMENT

13 inc Exhibits

NUMBER OF PAGES

4/30/17 TO 6/30/18

DATE OF DOCUMENT

Jim Simon

SIGNER(S) OTHER THAN NAMED ABOVE
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 LOS ANGELES

On June 23, 2017 before me, Erin Woodmas, Notary Public, personally appeared and acknowledged to me on the basis of satisfactory evidence to be the person(s) whose names(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: Erin Woodmas

[Stamp with commission number and expiration date]

ERIN WOODMAS
Commission # 2026629
Notary Public - California
Orange County
My Comm. Expires Jun 28, 2017

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☑ Principal - President
☐ Individual
☐ Corporate Officer
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other

DESCRIPTION OF ATTACHED DOCUMENT

Amend #1 - Prof Svcs Agmt

Title or Type of Document

13 Inc Exhibits

Number of Pages

6/30/17 to 6/30/18

Date of Document

Hitta Mosesman

Signer(s) other than named above
EXHIBIT "A-Revised"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. For the initial term of the Agreement ending June 30, 2017:

i. Task A: Develop and Maintain a Budget and Cash Flow Model. Consultant will develop, maintain, and adjust, as needed, a working cash flow model for the Successor Agency to anticipate any future budget needs.


1. The Successor Agency is required to submit a Recognized Obligation Payment Schedule ("ROPs") to the Oversight Board and Department of Finance annually. Consultant shall prepare the ROPS for fiscal year 2016-2017 on behalf of, and in consultation with, the Successor Agency for submittal to the Oversight Board. Should an issue arise during the Department of Finance’s review of the ROPS, Consultant shall, at no additional cost, assist the Successor Agency in drafting a Meet and Confer request and shall attend any subsequent meeting.

2. The Successor Agency is required to prepare and submit an annual administrative budget supporting the use of the annual administrative allowance allowed by law. Consultant shall prepare the annual administrative budget for fiscal year 2016-17 on behalf of, and in consultation with, the Successor Agency. The Successor Agency is allowed to amend its annual ROPS once during the period. Consultant will assist the Successor Agency if requested by City at no additional cost.

iii. Task C: Complete Annual ROPS and Accompanying Administrative Budget for Fiscal Year 2017-2018.

1. The Successor Agency is required to submit a ROPS to the Oversight Board and Department of Finance annually. Consultant shall prepare the ROPS for fiscal year 2017-2018 on behalf of, and in consultation with, the Successor Agency for submittal to the Oversight Board. Should an issue arise during the Department of Finance’s review of the ROPS, Consultant shall, at no additional cost, assist the Successor Agency in drafting a Meet and Confer request and shall attend any subsequent meeting.
2. The Successor Agency is required to prepare and submit an annual administrative budget supporting the use of the annual administrative allowance allowed by law. Consultant shall prepare the annual administrative budget for fiscal year 2017-18 on behalf of, and in consultation with, the Successor Agency. The Successor Agency is allowed to amend its annual ROPS once during the period. Consultant will assist the Successor Agency if requested by City at no additional cost.

iv. **Task D: City Loan Repayment.** Through fiscal year 2017-18, the Successor Agency will continue seek to repayment on two housing fund deferrals and several outstanding City loans. Consultant shall calculate annual payment amounts in accordance with laws governing City loan repayments.

v. **Task E: Property Disposition.** With an approved Long-Range Property Management Plan, the Successor Agency must work to dispose of all properties it proposed to sell. The Consultant shall assist the Successor Agency through the property disposition process on an as needed basis.

vi. **Task F: Attend Meetings as Necessary.** Consultant shall make a staff member available to the Successor Agency should they need assistance at any Successor Agency or Oversight Board meetings on an as needed basis.

vii. **Task G: Additional Administrative Services as Necessary.** Consultant shall assist the Successor Agency with any additional administrative tasks on an as needed basis.

**B.** For the term of the Agreement beginning July 1, 2017 and ending June 30, 2018:

i. **Task A: Develop and Maintain a Budget and Cash Flow Model.** Consultant will develop, maintain, and adjust, as needed, a working cash flow model for the Successor Agency to anticipate any future budget needs.

ii. **Task B: Complete Annual ROPS and Accompanying Administrative Budget for Fiscal Year 2018-2019.**

1. The Successor Agency is required to submit a ROPS to the Oversight Board and Department of Finance annually. Consultant shall prepare the ROPS for fiscal year 2018-2019 on behalf of, and in consultation with, the Successor Agency for submittal to the Oversight Board. Should an issue arise during the Department of Finance’s review of the ROPS, Consultant shall, at no additional cost, assist the Successor Agency in drafting a Meet and Confer request and shall attend any subsequent meeting.
2. The Successor Agency is required to prepare and submit an annual administrative budget supporting the use of the annual administrative allowance allowed by law. Consultant shall prepare the annual administrative budget for fiscal year 2018-2019 on behalf of, and in consultation with, the Successor Agency. The Successor Agency is allowed to amend its annual ROPS once during the period. Consultant will assist the Successor Agency if requested by City at no additional cost.

iii. Task C: City Loan Repayment. Through fiscal year 2018-2019, the Successor Agency will continue seek to repayment on two housing fund deferrals and several outstanding City loans. Consultant shall calculate annual payment amounts in accordance with laws governing City loan repayments.

iv. Task D: Property Disposition. With an approved Long-Range Property Management Plan, the Successor Agency must work to dispose of all properties it proposed to sell. The Consultant shall assist the Successor Agency through the property disposition process on an as needed basis.

v. Task E: Attend Meetings as Necessary. Consultant shall make a staff member available to the Successor Agency should they need assistance at any Successor Agency or Oversight Board meetings on an as needed basis.

vi. Task F: Additional Administrative Services as Necessary. Consultant shall assist the Successor Agency with any additional administrative tasks on an as needed basis.

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

A. A working cash flow model for the Successor Agency to anticipate any future budget needs.

B. A ROPS for fiscal year 2016-2017

C. A ROPS for fiscal year 2017-2018

D. A ROPS for fiscal year 2018-2019

E. An annual administrative budget for fiscal year 2016-17

F. An annual administrative budget for fiscal year 2017-18

G. An annual administrative budget for fiscal year 2017-18

H. City loan repayment documentation, as necessary
I. Property disposition documentation, as necessary

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

A. Written updates on new legislation affecting the dissolution process. Updated shall be provided within thirty (30) days of any legislative actions.

B. An annual report that summarizes the upcoming fiscal year's obligation payment schedule prior to the Oversight Boards review and submittal of the fiscal year ROPS to the State of California's Department of Finance.

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. Hitta Mosesman, Principal/Vice President

B. Dmitry Galkin, Associate
EXHIBIT “C-Revised”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the hourly rates shown in Exhibit C-1 and the following estimated budgets per task described in Section I.A of Exhibit “A-Revised” for the initial term of the Agreement ending June 30, 2017:

<table>
<thead>
<tr>
<th>Task</th>
<th>Sub-Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>B</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>C</td>
<td>$6,000.00</td>
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<tr>
<td>D</td>
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<td>E</td>
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<tr>
<td>F</td>
<td>$5,000.00</td>
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<tr>
<td>G</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Budget (Initial Term)</strong></td>
</tr>
</tbody>
</table>

II. Consultant shall perform the following tasks at the hourly rates shown in Exhibit C-1 and the following estimated budgets per task described in Section I.B of Exhibit “A-Revised” for the term of the Agreement beginning July 1, 2017 and ending June 30, 2018:

<table>
<thead>
<tr>
<th>Task</th>
<th>Sub-Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>B</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>C</td>
<td>$5,000.00</td>
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<tr>
<td>D</td>
<td>$7,000.00</td>
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<tr>
<td>E</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>F</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Budget (Initial Term)</strong></td>
</tr>
</tbody>
</table>

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.
C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed Seventy Five Thousand Dollars and No Cents ($75,000.00) as provided in Section 2.1 of this Agreement.

VI. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.
**EXHIBIT “C-1”**

CONSULTANT BILLING RATES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Director</td>
<td>$235/hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$180/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$160/hour</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>$135/hour</td>
</tr>
<tr>
<td>Analyst</td>
<td>$125/hour</td>
</tr>
<tr>
<td>Research Assistant</td>
<td>$110/hour</td>
</tr>
<tr>
<td>Technician</td>
<td>$80/hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$60/hour</td>
</tr>
</tbody>
</table>

Reimbursable Expenses  
Actual Cost
EXHIBIT "D-Revised"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely as provided below. Where no time frames are specified, Contractor shall comply with the deadlines established by the Contract Officer.

A. For the initial term of the Agreement ending June 30, 2017:

i. The working cash flow model for the Successor Agency to anticipate any future budget needs is due no later than January 15, 2016 and January 15, 2017.

ii. The ROPS for fiscal year 2016-17 is due no later than January 15, 2016.

iii. The ROPS for fiscal year 2017-18 is due no later than January 15, 2017.

iv. An annual administrative budget for fiscal year 2016-17 is due no later than January 15, 2016.

v. An annual administrative budget for fiscal year 2017-18 is due no later than January 15, 2017.

vi. City loan repayment documentation, as necessary and as directed by the City.

vii. Property disposition documentation, as necessary and as directed by the City.

B. For the term of the Agreement beginning July 1, 2017 and ending June 30, 2018:

i. The working cash flow model for the Successor Agency to anticipate any future budget needs is due no later than January 15, 2018.


iv. City loan repayment documentation, as necessary and as directed by the City.

v. Property disposition documentation, as necessary and as directed by the City.

vi. Attend meetings, as necessary and as directed by the City.

vii. Perform additional administrative services, as necessary and as directed by the City.

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

III. This Agreement shall continue in full force and effect until completion of the services but no later than June 30, 2018. The City has the option to extend the term of the Agreement until June 30, 2019 on the same terms and conditions as provided herein subject to availability of funds and City Council approval.