

RESOLUTION NO. 2015 – 03

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
RATIFYING AN AGREEMENT WITH URBAN FUTURES, INC.,
FOR FINANCIAL ADVISORY SERVICES FOR THE PERIOD
OF DECEMBER 1, 2013 THROUGH JUNE 30, 2016 FOR
AN AMOUNT NOT TO EXCEED \$50,000

WHEREAS, on December 1, 2013, the City Manager executed an Agreement between the City of National City and Urban Futures, Inc., for financial advisory services for the not to exceed amount of \$50,000; and

WHEREAS, on December 1, 2013, an agreement for financial advisory services between the Successor Agency and Urban Futures, Inc., was also executed; and

WHEREAS, the Agreement between the Successor Agency and Urban Futures included a clause stating that it would require approval of the Oversight Board to the Successor Agency prior to it being effective; and

WHEREAS, financial advisory services from Urban Futures, inc., have been included and approved on each ROPS that was submitted to the California Department of Finance; and

WHEREAS, said services have been provided by Urban Futures, Inc., in reliance on said Agreement and for which payment has been made by the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency that the Agreement between the Successor Agency and Urban Futures, Inc., is hereby ratified. PASSED and ADOPTED this 20th day of May, 2015.

NOW, THEREFORE, BE IT RESOLVED that the foregoing resolution was duly and regularly adopted at a regular meeting of the Oversight Board for the Successor Agency to the Community Development Commission as the National City Redevelopment Agency held on the 20th day of May 2015, by the following vote:

AYES: Fellows, Carson, Desrochers, Morrison, Perri

NOES: None

ABSENT: McCarthy

ABSTAIN: Hentschke



Ron Morrison, Chairman

ATTEST:



Brad Raulston, Executive Director
Secretary to the Oversight Board

**AGREEMENT
BY AND BETWEEN
THE
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
AND
URBAN FUTURES, INC.**

THIS AGREEMENT is entered into this 1st day of December, 2013, by and between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, a municipal corporation (the "SUCCESSOR AGENCY"), and URBAN FUTURES, INC., a California Corporation (the "CONSULTANT").

RECITALS

WHEREAS, the SUCCESSOR AGENCY desires to employ a CONSULTANT to provide financial advisory services.

WHEREAS, the SUCCESSOR AGENCY has determined that the CONSULTANT is a financial advisor and is qualified by experience and ability to perform the services desired by the SUCCESSOR AGENCY, and the CONSULTANT is willing to perform such services.

WHEREAS, on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code Section 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies.

WHEREAS, this Agreement will require approval of the Oversight Board to the SUCCESSOR AGENCY as well as the California Department of Finance prior to being effective.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The SUCCESSOR AGENCY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform financial advisory services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the SUCCESSOR AGENCY for such services, except as authorized in advance by the SUCCESSOR AGENCY.

The SUCCESSOR AGENCY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the SUCCESSOR AGENCY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. **PROJECT COORDINATION AND SUPERVISION.** The Director of Finance hereby is designated as the Project Coordinator for the SUCCESSOR AGENCY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Michael P. Busch thereby is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The labor rates for work described in Exhibit "A" shall not exceed the rates listed in Exhibit "B." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice.

The total compensation under this Agreement shall not exceed forty-thousand dollars (\$40,000) during the term of this agreement. Compensation for bond transactions shall be based upon the schedule included as Exhibit "B" of this Agreement (attached).

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the SUCCESSOR AGENCY, and for furnishing of copies to the SUCCESSOR AGENCY, if requested.

5. **ACCEPTABILITY OF WORK.** The SUCCESSOR AGENCY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the SUCCESSOR AGENCY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the SUCCESSOR AGENCY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the SUCCESSOR AGENCY shall each prepare a report which supports their position and file the same with the other party. The SUCCESSOR AGENCY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** The duration of this Agreement is for the period of December 1, 2013 through June 30, 2016.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the SUCCESSOR AGENCY for use with respect to this Project, and shall be turned over to the SUCCESSOR AGENCY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the SUCCESSOR AGENCY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the SUCCESSOR AGENCY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the SUCCESSOR AGENCY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the SUCCESSOR AGENCY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the SUCCESSOR AGENCY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the SUCCESSOR AGENCY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the SUCCESSOR AGENCY, or for any liability to the SUCCESSOR AGENCY should the documents be used by the SUCCESSOR AGENCY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the SUCCESSOR AGENCY, and are not entitled to any of the rights, benefits, or privileges of the SUCCESSOR AGENCY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the SUCCESSOR AGENCY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the SUCCESSOR AGENCY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this

Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the SUCCESSOR AGENCY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT'S agents, servants, or employees are in any manner agents, servants, or employees of the SUCCESSOR AGENCY, it being understood that the CONSULTANT its agents, servants, and employees are as to the SUCCESSOR AGENCY wholly independent CONSULTANTS, and that the CONSULTANT'S obligations to the SUCCESSOR AGENCY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S) shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the SUCCESSOR AGENCY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the SUCCESSOR AGENCY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the SUCCESSOR AGENCY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the SUCCESSOR AGENCY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the SUCCESSOR AGENCY for any increased costs that

result from the SUCCESSOR AGENCY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the SUCCESSOR AGENCY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The SUCCESSOR AGENCY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the SUCCESSOR AGENCY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SUCCESSOR AGENCY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to SUCCESSOR AGENCY for any damages caused by breach of this condition.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, the SUCCESSOR AGENCY, and their officers and employees against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City of National City, the SUCCESSOR AGENCY, and their officers and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City of National City, the SUCCESSOR AGENCY, or their officers, employees, or volunteers for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the SUCCESSOR AGENCY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the SUCCESSOR AGENCY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this Agreement.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the SUCCESSOR AGENCY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by SUCCESSOR AGENCY.

E. The aforesaid policies shall constitute primary insurance as to the SUCCESSOR AGENCY, its officers, employees, and volunteers, so that any other policies held by the SUCCESSOR AGENCY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the SUCCESSOR AGENCY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the SUCCESSOR AGENCY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the SUCCESSOR AGENCY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the SUCCESSOR AGENCY shall, in addition, be limited to the amount of attorney's fees incurred by the SUCCESSOR AGENCY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the SUCCESSOR AGENCY. Termination without cause shall be effective only upon 60-day's

written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the SUCCESSOR AGENCY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the SUCCESSOR AGENCY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the SUCCESSOR AGENCY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the SUCCESSOR AGENCY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the SUCCESSOR AGENCY all rights set forth in Section 7.

E. The SUCCESSOR AGENCY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To SUCCESSOR AGENCY:

Brad Raulston, Executive Director
Successor Agency to the Community Development Commission as the
National City Redevelopment Agency
1243 National City Blvd
National City, CA 91950

To CONSULTANT:

Michael P. Busch
President
Urban Futures, Inc.
3111 N. Tustin Ave., Ste 230
Orange, CA 92865

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City or the SUCCESSOR AGENCY. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the SUCCESSOR AGENCY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the SUCCESSOR AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the SUCCESSOR AGENCY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the SUCCESSOR AGENCY for all damages, costs or expenses the SUCCESSOR AGENCY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

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

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: 

Leslie Dessé, Executive Director
BIAO Paulston

URBAN FUTURES, INC.
A CALIFORNIA CORPORATION
(Corporation - signatures of two corporate officers)

By: 

(Name)

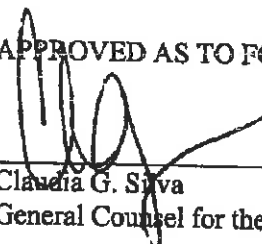
Marshall Lin

(Print)


CEO

(Title)

APPROVED AS TO FORM:



Claudia G. Silva
General Counsel for the Successor Agency

By: 

(Name)

Michael Busch

(Print)

President

(Title)

Urban Futures, Inc., a California Corporation
Scope of Services

Financial advisory services may include, but are not limited to, assisting the Successor Agency to:

- review the Successor Agency's long-range financing strategy for its enforceable obligations; and
- review the overall financial status of the Successor Agency.

The consultant may be called upon to provide analysis of complex business plans & financial proposals made to the Successor Agency.

The consultant may also be called upon to assist with the issuance of debt, including, but not limited to:

- review of credit issues & key terms of the financing indenture;
- advising on the essential features of the bond financing structure;
- preparation or coordination of the preparation of the official statement, disclosure document, bid forms, & solicitations (as needed);
- preparation or coordination of the preparation of the ratings, bond insurance, & credit enhancement review processes;
- coordinating & compilation of any bidding for the bonds;
- working with the finance team to facilitate an effective bond closing & delivery of proceeds;
- providing post-sale advice on proceeds investments (as needed); and
- preparation & filing or coordination of the preparation & filing of continuing disclosure documents pursuant to the bond indentures.

Urban Futures, Inc., a California Corporation
 Compensation and Payment

The following fee schedule pertains to the issuance of bonds, private placement loans, and hourly billing work.

Proposed F.A. Fee Structure

Utility Fee Schedule		
\$ 1,000,000	- \$ 5,000,000	= \$22,500
\$ 5,000,000	- \$ 10,000,000	= \$29,500
\$ 10,000,000	- \$ 15,000,000	= \$31,500
\$ 15,000,000	- \$ 20,000,000	= \$38,500
\$ 20,000,000	- \$ 30,000,000	= \$45,000
\$ 30,000,000	- \$ 40,000,000	= \$50,500
\$ 40,000,000	- \$ 50,000,000	= \$56,500
\$ 50,000,000	- \$ 60,000,000	= \$60,000
\$ 60,000,000	- \$ 70,000,000	= \$64,000
\$ 70,000,000	- \$ 80,000,000	= \$67,500
\$ 80,000,000	- \$ 90,000,000	= \$72,000
\$ 90,000,000	- \$ 100,000,000	= \$75,000

Tax Allocation Bond Fee Schedule		
\$ 1,000,000	- \$ 5,000,000	= \$25,000
\$ 5,000,000	- \$ 10,000,000	= \$31,500
\$ 10,000,000	- \$ 15,000,000	= \$38,000
\$ 15,000,000	- \$ 20,000,000	= \$43,500
\$ 20,000,000	- \$ 30,000,000	= \$49,500
\$ 30,000,000	- \$ 40,000,000	= \$55,000
\$ 40,000,000	- \$ 50,000,000	= \$60,000
\$ 50,000,000	- \$ 60,000,000	= \$64,250
\$ 60,000,000	- \$ 70,000,000	= \$68,000
\$ 70,000,000	- \$ 80,000,000	= \$71,500
\$ 80,000,000	- \$ 90,000,000	= \$75,500
\$ 90,000,000	- \$ 100,000,000	= \$80,000

* The Fixed Schedule Fee Percent is not included in the above fee schedule. An additional 7.50% will be added to the fee to comply with the General Obligation Rule.

General Obligation COPI Lease Revenue Fee Schedule		
\$ 1,000,000	- \$ 5,000,000	= \$22,500
\$ 5,000,000	- \$ 10,000,000	= \$29,500
\$ 10,000,000	- \$ 15,000,000	= \$31,500
\$ 15,000,000	- \$ 20,000,000	= \$38,500
\$ 20,000,000	- \$ 30,000,000	= \$45,000
\$ 30,000,000	- \$ 40,000,000	= \$50,500
\$ 40,000,000	- \$ 50,000,000	= \$56,500
\$ 50,000,000	- \$ 60,000,000	= \$60,000
\$ 60,000,000	- \$ 70,000,000	= \$64,000
\$ 70,000,000	- \$ 80,000,000	= \$67,500
\$ 80,000,000	- \$ 90,000,000	= \$72,000
\$ 90,000,000	- \$ 100,000,000	= \$75,000

Special Tax Fee Schedule		
\$ 1,000,000	- \$ 5,000,000	= \$30,000
\$ 5,000,000	- \$ 10,000,000	= \$35,000
\$ 10,000,000	- \$ 15,000,000	= \$40,525
\$ 15,000,000	- \$ 20,000,000	= \$45,500
\$ 20,000,000	- \$ 30,000,000	= \$51,250
\$ 30,000,000	- \$ 40,000,000	= \$56,000
\$ 40,000,000	- \$ 50,000,000	= \$61,500
\$ 50,000,000	- \$ 60,000,000	= \$67,000
\$ 60,000,000	- \$ 70,000,000	= \$72,000
\$ 70,000,000	- \$ 80,000,000	= \$78,000
\$ 80,000,000	- \$ 90,000,000	= \$83,575
\$ 90,000,000	- \$ 100,000,000	= \$89,000

General Obligation Fee Schedule		
\$ 1,000,000	- \$ 5,000,000	= \$27,250
\$ 5,000,000	- \$ 10,000,000	= \$33,500
\$ 10,000,000	- \$ 15,000,000	= \$38,500
\$ 15,000,000	- \$ 20,000,000	= \$44,500
\$ 20,000,000	- \$ 30,000,000	= \$50,500
\$ 30,000,000	- \$ 40,000,000	= \$56,500
\$ 40,000,000	- \$ 50,000,000	= \$60,000
\$ 50,000,000	- \$ 60,000,000	= \$65,000
\$ 60,000,000	- \$ 70,000,000	= \$69,500
\$ 70,000,000	- \$ 80,000,000	= \$74,000
\$ 80,000,000	- \$ 90,000,000	= \$78,000
\$ 90,000,000	- \$ 100,000,000	= \$82,500

Private Placement Fee Schedule	
\$50,000 - \$5,000,000	
Enterprise Revenue	\$15,000
GO/COPI/Lease Revenue	\$15,000
Special Tax	NA

Hourly Rate Fee Schedule	
CEO/President	\$225
Managing Principal	\$195
Principal	\$160
Associate	\$125
Analyst	\$100
Administrative Associate	\$80



**CITY OF NATIONAL CITY
Office of the City Clerk**

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

January 28, 2014

Mr. Michael Busch
Urban Futures, Inc.
3111 N. Tustin Avenue, Suite 230
Orange, CA 92865

Dear Mr. Busch,

On December 1st, 2013, an Agreement was entered between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency and Urban Futures, Inc.

We are enclosing for your records a fully executed original Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Dalla".

Michael R. Dalla, CMC
City Clerk

Enclosure

cc: Successor Agency