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**SUCCESSOR AGENCY TO THE KERMAN
REDEVELOPMENT AGENCY**

**August 15, 2012– Regular Meeting
6:30 PM**

AGENDA

**Kerman City Hall
850 S. Madera Avenue
Kerman, CA 93630**

Agency Members: Gary Yep, Raj Dhaliwal, Jack Sidhu, Richard Stockwell, Doug Wilcox

Agency meetings are intended to be accessible to all persons. Please let us know if you require any accommodation to allow you to access and participate in this meeting. For assistance, please call (559) 846-9380 two days prior to the meeting.

Materials related to an item on this agenda that are public documents and are submitted after distribution and posting of the agenda are available for public inspection in the City Clerk's office at 850 S. Madera Avenue, Kerman, during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

CALL TO ORDER

- A. AGENDA APPROVAL**
- B. MINUTES – Last Regular Meeting**
Minutes
- C. REQUEST TO ADDRESS AGENCY**

This portion of the meeting is reserved for members of the public to address the Agency on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Redevelopment Successor Agency Oversight Board. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Agency on items on the Agenda should notify the Chairperson when that Agenda item is called, and the Chairperson will recognize your discussion at that time. It should be noted that the Agency is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

- D. PUBLIC HEARINGS**
- E. ORDER OF BUSINESS**

1. AGENCY TREASURER’S REPORT:

No Treasurer’s Report

2. Resolution of the Successor Agency to the Kerman Redevelopment Agency of the City of Kerman Approving Third ROPS for the Period of January 1, 2013 through June 30, 2013 [TLP]

The Successor Agency to the Kerman Redevelopment of the City of Kerman is required to submit a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2013 through June 30, 2013 by September 1, 2012. Staff has prepared the attached ROPS for review and approval by the Successor Agency. The ROPS will then be transmitted to the Oversight Board for its consideration at their next meeting scheduled for August 21, 2012. The Third ROPS lists the recognized obligation payments and budget for the

second half of fiscal year 12-13 (January 1 through June 30, 2013). Attached is a copy of the Staff Report that will go before the Oversight Board on August 21st.

Recommendation: Agency approve Resolution of the Successor Agency to the Kerman Redevelopment Agency of the City of Kerman approving Third ROPS for the period of January 1, 2013 through June 30, 2013

3. Resolution of the Successor Agency to the Redevelopment Agency of the City of Kerman Approving Professional Services Agreement with DHA, LLC for Consulting Services Related to Implementing Provision of ABx1 26 and AB 1484 [TLP]

Given the ever-changing and confusing environment that has been created by the dissolution of redevelopment agencies and the related reporting requirements, staff found it necessary to obtain a consultant with the adequate experience and qualifications to assist the Successor Agency to the Former Kerman Redevelopment Agency. Diane Hadland came highly recommended by other cities and has impeccable qualifications. She has agreed to reduce her rate for Kerman from her standard \$160 per hour to \$140 per hour and will be utilized as necessary. Staff contacted another consultant that also came highly recommended by other cities. However, his rates were \$200 per hour and staff felt that the contacts and experience that DHA Consulting, LLC would be very helpful in our efforts to resolve any issues that might arise with the State. DHA Consulting was retained to assist the Successor Agency with some reporting questions on a short-term basis, with estimated costs of less than \$1,000. However, staff has been very happy with the assistance provided by DHA and would like to have the Agency approve DHA's contract which calls for services up to \$6,000 through June 30, 2013. Funding for these services has been provided in the 2012/2013 Successor Agency Budget.

Recommendation: Successor Agency to the Redevelopment Agency of the City of Kerman to adopt Resolution approving professional services agreement with DHA, LLC for consulting services related to implementing provision of ABx1 26 and AB 148 and authorizes the City Manager or designee to execute contract.

F. WRITTEN COMMUNICATIONS

No Written Communications

G. BOARD MEMBER REPORTS

J. ADJOURNMENT

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

August 01, 2012– Regular Meeting
6:30 PM

MINUTES

Kerman City Hall
850 S. Madera Avenue
Kerman, CA 93630

Agency Members: Gary Yep, Raj Dhaliwal, Jack Sidhu, Richard Stockwell, Doug Wilcox

Present: Chair Yep (GY), Members, Dhaliwal (RD), Sidhu (JS), Stockwell (RS), Wilcox (DW)

Absent:

Also Present: City Manager/Planning & Development Director Patlan, City Attorney Blum, Finance Director, Public Works Director, Community Services Director, Chief of Police

Voting Key: Yes,
No, Absent
(Abstain if
necessary)

8:00 p.m.

All present

CALL TO ORDER

A. AGENDA APPROVAL

B. MINUTES – No Minutes for Approval

No Prior Minutes

C. REQUEST TO ADDRESS AGENCY

D. PUBLIC HEARINGS – No Public Hearings Scheduled

No PH

E. ORDER OF BUSINESS

1. AGENCY TREASURER’S REPORT:

Warrant Nos. 1354-1361 - \$157,944.42

Approved
RS/DW (5-0-0)

2. Resolution Retaining Bryant Jolley, CPA as the Independent Auditor to Perform Due Diligence Review for the former Kerman Redevelopment Agency consistent with provisions of AB 1484 (Redevelopment Trailer Bill) [TLP]

Approved
RS/DW (5-0-0)

3. Resolution of the Successor Agency to the Kerman Redevelopment Agency Accepting Membership in the Fresno County Neighborhood Stabilization Joint Powers Authority (JPA) and Requesting Withdrawal from the Joint Powers Authority Upon Approval by the Fresno County Board of Supervisors [LP]

Approved
DW/RS (5-0-0)

F. WRITTEN COMMUNICATIONS

No written
communications

G. BOARD MEMBER REPORTS

J. ADJOURNMENT

8:35 p.m.



OVERSIGHT BOARD REPORT

DATE: AUGUST 21, 2012
TO: SUCCESSOR AGENCY OVERSIGHT BOARD
FROM: LUIS PATLAN, CITY MANAGER
SUBJECT: RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER KERMAN RDA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY THROUGH JUNE 2013

RECOMMENDATION

Adopt resolution.

BACKGROUND

Assembly Bill 1X 26 (Stats. 2011, 1st Ex. Sess., chap. 5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26) (the "Dissolution Act"). In accordance with the Dissolution Act, all redevelopment agencies in the State of California, including the Kerman Redevelopment Agency (the "former Redevelopment Agency"), were dissolved as of February 1, 2012. Also on that date, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency were transferred to the Successor Agency to the Former Kerman RDA ("Successor Agency").

The LSA is required by Section 34177(*l*) of the Dissolution Act to adopt a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period. The ROPS functions as the Successor Agency's claim for tax increment, and general authorization, to pay enforceable obligations. It lists the outstanding obligations of the former Redevelopment Agency and the months during which payments for those obligations are required. The LSA may only pay, and will only be allocated tax increment by the County Auditor-Controller for payments of, obligations listed on the ROPS. Obligations that will be funded by other sources, such as existing fund balances, must also be listed on the ROPS.

The ROPS prepared by the Successor Agency for the period of January through June 2013 ("ROPS 3") is attached to the resolution accompanying this staff report.

ROPS Approval Procedure

Assembly Bill 1484 made certain adjustments and additions to the Dissolution Act's procedure for the adoption of a ROPS.

Following the Oversight Board's approval of the ROPS, the Successor Agency must submit it to the County Auditor-Controller, the State Controller and the State Department of Finance ("DOF"), and post it on the SA's web site.

New subdivision (m) of Section 34177 states that the LSA must submit ROPS 3 to the DOF, after approval by the Oversight Board, no later than September 1, 2012 (since that date is a Saturday and the next Monday is a holiday, DOF has extended the deadline to September 4, 2012). The DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after ROPS 3 is submitted. Section 34177(m) also provides for a meet and confer period if the LSA disputes the DOF's determinations.

Subdivision (m) of Section 34177 also provides for significant penalties if a ROPS is submitted late. The City of San Pablo would be subject to a civil penalty of \$10,000 per day for each day the ROPS is not submitted to the DOF, and if the ROPS is not submitted within 10 days of the deadline, the maximum administrative cost allowance of the LSA for that ROPS period would be reduced by 25%.

New Section 34182.5 also provides the County Auditor-Controller the ability to review the ROPS and object to (1) the inclusion of any items that are not demonstrated to be enforceable obligations and/or (2) the funding source proposed for any items. The County Auditor-Controller must transmit notice of its objections to the LSA, the Oversight Board and the DOF no later than October 1, 2012. If the Oversight Board disputes the objections of the County Auditor-Controller, it may refer the matter to the DOF for determination.

The Oversight Board's approval of ROPS 3 is one of the steps in the procedure of adopting a valid ROPS for the period January through June 2013 pursuant to Section 34177(l), and obtaining the funds to make payments on obligations listed on that ROPS.

FISCAL IMPACT

There is no fiscal impact as a result of adoption of this resolution.

Attachments:

Exhibit A Oversight Board Resolution _____, with ROPS 3 attached.

Successor Agency Contact Information

Name of Successor Agency: Successor Agency to the Kerman RDA
County: Fresno County

Primary Contact Name: Luis Patlan, City Manager

Primary Contact Title:

Address

Contact Phone Number:

(559)846-9387

Contact E-Mail Address:

lpatlan@cityofkerman

Secondary Contact Name:

Tim Przybyla

Secondary Contact Title:

Finance Director

Secondary Contact Phone Number:

(559)846-9382

Secondary Contact E-Mail Address:

tprzybyla@cityofkerman.org

Name of Successor Agency: Successor Agency to the Kerman RDA
 County: Fresno County

Oversight Board Approval Date: _____

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						Six-Month Total
									LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	
Grand Total							\$ 7,625,200	\$ 320,686	\$ -	\$ -	\$ -	\$ 125,000	\$ 64,370	\$ -	\$ 189,370
1	Hacienda Heights Project	6/16/2010		City of Kerman	Subsidy of Affordable Housing Project (over 6 years)	Kerman 1 and 2	290,270	58,054					58,054		58,054
2	REDIP Loan Payment	9/18/1989		State Controller's Office	REDIP Loan related to Industrial Park Development	Kerman 1 and 2	84,930	12,632					6,316		6,316
3	Successor Agency Administration	N/A		City of Kerman	Allocation of Employee Time to Agency	Kerman 1 and 2	6,396,646	220,574				110,287			110,287
4	Successor Agency Administration	N/A		Henry, Logoluso & Blum	Attorney Fees for Successor Agency	Kerman 1 and 2	203,000	7,000				3,500			3,500
5	Successor Agency Administration	N/A		City of Kerman	Allocation of Overhead	Kerman 1 and 2	58,725	2,025				1,012			1,012
6	Successor Agency Administration	N/A		City of Kerman	Vehicle, Equipment and Technology	Kerman 1 and 2	87,841	3,029				1,515			1,515
7	Successor Agency Administration	N/A		City of Kerman	Insurance - Liability	Kerman 1 and 2	301,107	10,383				5,192			5,192
8	Successor Agency Administration	8/15/2012	6/30/2013	DHA Consulting, LLC	Consulting Services	Kerman 1 and 2	174,000	6,000				3,000			3,000
9	Successor Agency Administration	N/A		To Be Selected	Weed Abatement of Vacant Lot	Kerman 1 and 2	28,681	989				494			494
10															
11															
12															-
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RESOLUTION SA 12-XX

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER
KERMAN RDA APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE FOR JANUARY THROUGH JUNE 2013**

WHEREAS, pursuant to Assembly Bill 1X 26 (Stats. 2011, 1st Ex. Sess., chap. 5), a new Part 1.85 was added to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the “Dissolution Act”), and in accordance therewith, all redevelopment agencies in the State of California, including the Redevelopment Agency of the City of Kerman (the “Redevelopment Agency”), were dissolved as of February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, the City of Kerman became the Successor Agency to the former Kerman Redevelopment Agency (the “Kerman Successor Agency”) and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency (the “redevelopment assets”) were transferred to the Kerman Successor Agency, on February 1, 2012; and

WHEREAS, Section 34177(l) of the Dissolution Act requires the Kerman SA to prepare a Recognized Obligation Payment Schedule (“ROPS”) for each six-month fiscal period, which lists the outstanding obligations of the former Redevelopment Agency, states the months in which payments on those obligations are required and the source of funds for the payments; and

WHEREAS, the Kerman Successor Agency has prepared a ROPS for the January 1, 2013, through June 30, 2013, fiscal period (“ROPS 3”); and

WHEREAS, pursuant to Section 34180(g) of the Dissolution Act, the Oversight Board must approve the establishment of each ROPS;

NOW, THEREFORE, the Kerman Successor Agency does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein.

Section 2. Approval of ROPS for January 1, 2013, through June 30, 2013. The Successor Agency to the Former Kerman RDA hereby approves the ROPS for presentation to the Oversight Board for the period January 1, 2013, through June 30, 2013, in the form attached to this resolution.

Section 3. Transmittal. The Successor Agency will transmit the ROPS for the period January 1, 2013, through June 30, 2013, to the Fresno County Auditor-Controller, State

Department of Finance, and the State Controller if so authorized and directed by the Oversight Board.

PASSED AND ADOPTED this 15th day of August, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE KERMAN REDEVELOPMENT SUCCESSOR AGENCY
AND DHA CONSULTING, LLC**

THIS AGREEMENT is made and effective as of July 24, 2012, between the Kerman Redevelopment Successor Agency, a _____ ("Agency") and DHA Consulting, LLC "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM. This Agreement shall commence on August 15, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2013, unless extended by authorization of the Chief Executive Officer of the Successor Agency as provided in this Agreement.

II. SERVICES. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

III. PERFORMANCE. Consultant shall faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

IV. PAYMENT

A. The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$6,000 ("Contract Price") for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Contract Price set forth herein, unless such additional services are authorized in advance and in writing by the Chief Executive Officer of the Successor Agency. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Chief Executive Officer of the Successor Agency and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

The Chief Executive Officer of the Successor Agency may approve additional work up to ten percent (10%) of the Contract Price but in no event shall the total sum of the Contract Price plus any additional amount exceed \$6,600 without the approval of the Oversight Board.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

V. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant for services performed up to the time of termination, provided that the work performed is satisfactory to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section IV.

VI. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the Chief Executive Officer of the Successor Agency or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VII. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate

records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records, shall give Agency the right to examine and audit said books and records, shall permit Agency to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the Agency, upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

VIII. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the Agency.

IX. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Worker's Compensation if required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

B. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

X. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against Agency, or bind Agency in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XI. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

XII. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Chief Executive Officer of the Successor Agency or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency advance written notice of such court order or subpoena.

B. Consultant shall promptly notify Agency should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SUCCESSOR AGENCY

Name _____
Title _____

ATTEST:

APPROVED AS TO FORM:

CONSULTANT

**DHA Consulting
3621 California Avenue
Long Beach, California 90807
e-mail: dhadland@dhaconsulting.net**

By: _____
Name:
Title:

Exhibit A
SCOPE OF SERVICES

The Successor Agency desires to have on contract a consultant that can provide the following types of services:

1. Advise Successor Agency staff on various aspects of the implementation of AB 26, including answering staff questions.
2. Review and comment on ROPS prepared by staff.
3. Assist Successor Agency staff in meeting various reporting requirements necessitated by AB 1484 including preparing asset transfer forms and obtaining a special audit.
4. Prepare, or assist Successor Agency staff in the preparation of the long term financial plan required by AB 1484.
5. Advise Successor Agency staff of the steps required to obtain a "Finding of Compliance" from the state Department of Finance and assist staff in meeting these steps.
6. Conduct such investigations, Financial or otherwise, as is necessary and prudent to determine the cost and/or advisability of pursuing a particular course of action.
7. Prepare technical reports, staff reports, and other memorandum as necessary and appropriate.
8. Establish and/or review and modify Agency's guidelines and procedures for compliance with federal and state regulations
9. Assist in the preparation of the annual budget, and other financial document preparation as may be necessary and appropriate
10. Represent the Agency in meetings with citizen groups and Project Area Committees (PACs)
11. Prepare reports and/or review reports prepared by others for compliance with instructions and other successor agency requirements.
12. Continuing bond disclosures, including assessment appeals.

EXHIBIT B

**PAYMENT RATES AND SCHEDULE
SCHEDULE OF FEES AND CHARGES**

Diane Hadland	\$140
Administrative	\$ 65

Incurred Expenses shall be billed at an amount equal to 100% of the expense and shall include the following:

- *Mileage at current IRS reimbursable amount, or equivalent car rental fee*
- *Black and white copies at the rate of \$0.15 per copy; or actual outside charges*
- *Facsimiles at the rate of \$0.5 per transmittal*
- *Duplication and binding at an amount equal to actual charges*
- *Authorized artwork or mapping at an amount equal to actual charges*
- *Purchase of data and/or reports concerning assessed values or taxes at an amount equal to actual charges*
- *Authorized travel by common carrier at an amount equal to actual charges*
- *Telephone at the actual rate plus taxes and applicable other charges*
- *Data Processing and computer modeling at an amount equal to actual charges.*

RESOLUTION NO. SA 12-XX

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER KERMAN REDEVELOPMENT AGENCY APPROVING A CONSULTING CONTRACT BETWEEN DHA CONSULTING, LLC AND THE SUCCESSOR AGENCY TO THE FORMER KERMAN REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency to the Former Kerman Redevelopment Agency (“Agency”) desires to retain a qualified consultant to provide consulting services related to the dissolution of the Kerman Redevelopment Agency; and

WHEREAS, DHA Consulting, LLC has been found to be qualified to provide such services; and

WHEREAS, DHA Consulting, LLC has agreed to provide such services at a reduced rate; and

WHEREAS, a contract has been written which includes the scope of services and a schedule of rates, fees charges; and

WHEREAS, the Agency has included \$13,000 in its 2012/2013 Budget for Professional Services; and

WHEREAS, the July through December, 2012 ROPS for the Agency also includes \$7,500 for Consulting Services, which budget can be used for consulting services; and

WHEREAS, the July through December, 2012 ROPS for the Agency has been approved by the California Department of Finance;

WHEREAS, the draft January through June, 2013 ROPS for the Agency also includes \$3,000 for Consulting Services.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY THE KERMAN TO THE FORMER REDEVELOPMENT AGENCY hereby approves the Contract Between the Successor Agency to the Former Kerman Redevelopment Agency and DHA Consulting, LLC.

The foregoing resolution was introduced at a regular meeting of the Oversight Board of the Successor Agency to the Former Kerman Redevelopment Agency held on the 15th day of August, 2012 and passed at said regular meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby adopted.

ATTEST:

Gary Yep
Board Chairman

Marci Reyes
City Clerk