

**Agenda Of The Regular Meeting – Oversight Board to the Successor Agency to the
Redevelopment Agency of the City of National City
Council Chambers
Civic Center
1243 National City Boulevard
National City, California
Wednesday – February 15, 2017 – 3:00 P.M.**

Open To The Public

Please complete a request to speak form prior to the commencement of the meeting and submit it to the Oversight Board Secretary.

It is the intention of your National City Oversight Board to be receptive to your concerns in this community. Your participation in local government will assure a responsible and efficient City of National City. We invite you to bring to the attention of the Board Chairman any matter that you desire the National City Oversight Board to consider. We thank you for your presence and wish you to know that we appreciate your involvement.

ROLL CALL

Pledge of Allegiance to the Flag by Chairman Ron Morrison

Public Oral Communications (Three-Minute Time Limit)

NOTE: Pursuant to state law, items requiring National City Oversight Board action must be brought back on a subsequent National City Oversight Board Agenda unless they are of a demonstrated emergency or urgent nature.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**It Is Requested That All Cell Phones
And Pagers Be Turned Off During The Meetings**

OVERSIGHT BOARD ACTIONS

1. Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on September 21, 2016.
2. Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on January 18, 2017.
3. Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute the Fourth Amendment to the Agreement for Legal Services between the Successor Agency and Christensen & Spath, LLP, to extend the term, with no change in the total agreement amount of \$450,000. **(Resolution 2017-03)**
4. Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute an Agreement for Legal Services between the Successor Agency and Richard G. Opper, with a not-to-exceed amount of \$50,000. **(Resolution 2017-04)**
5. Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute a First Amendment to the Agreement with NHA Advisors, LLC for municipal advisory services for the period January 17, 2017 through December 31, 2019 with two additional one-year options, regarding errors and omissions insurance. **(Resolution 2017-05)**

REPORTS

6. Update on Redevelopment Issues

ADJOURNMENT

Adjourn to the next Regular meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency scheduled on March 15, 2017 at 3:00 p.m. in Council Chambers, Civic Center.

**MINUTES OF THE REGULAR MEETING OF THE OVERSIGHT BOARD TO THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF NATIONAL CITY**

September 21, 2016

This Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency was called to order at 3:06 pm by Chairman Ron Morrison.

ROLL CALL

Board Members Present: Fellows, Carson, Morrison, Perri, McCarthy, Desrochers
Board Members Absent: Desrochers, Kerl

OTHER STAFF PRESENT: Brad Raulston, Deputy City Manager

PLEDGE OF ALLEGIANCE by Chairman Morrison

PRESENTATIONS: None

OVERSIGHT BOARD ACTIONS

- 1. SUBJECT:** Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on May 18, 2016.

RECOMMENDATION: Approve the minutes as presented.

ACTION: Motion by McCarthy, seconded by Fellows to approve the minutes of the regular meeting held on May 18, 2016.

Motion carried by the following vote:

Ayes: Fellows, Carson, Morrison, Perri, McCarthy

Absent:, Desrochers, Kerl

- 2. SUBJECT:** Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on August 17, 2016.

RECOMMENDATION: Approve the minutes as presented.

ACTION: Motion by Perri, seconded by Fellows to approve the minutes of the regular meeting held on August 17, 2016.

Motion carried by the following vote:

Ayes: Fellows, Carson, Morrison, Perri, McCarthy

Absent:, Desrochers, Kerl

- 3. SUBJECT:** Resolution of the Oversight Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving an Amendment of \$831,191 to the Recognized Obligation

Payment Schedule (ROPS) for the Period January 1, 2017 through June 30, 2017 (ROPS 16-17B) (Successor Agency)

RECOMMENDATION: Approve the Resolution

ACTION: Motion by Perri, seconded by Fellows to approve ROPS 16-17B.

Motion carried by the following vote:

Ayes: Fellows, Carson, Morrison, Perri, McCarthy

Absent:, Desrochers, Kerl

REPORTS

4. Update on Redevelopment Issues: No report

ADJOURNMENT

The regular meeting was adjourned to the next Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held on October 19, 2016 at 3:00 p.m., Council Chambers – National City Civic Center, California. •

The meeting adjourned at 3:14 p.m.

Clerk

Secretary

The foregoing minutes were approved at the Regular Meeting of February 15, 2017.

Oversight Board Chairman

**MINUTES OF THE REGULAR MEETING OF THE OVERSIGHT BOARD TO THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF NATIONAL CITY**

January 18, 2017

This Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency was called to order at 3:04 pm by Chairman Ron Morrison.

ROLL CALL

Board Members Present: Fellows, Desrochers, Morrison, Kerl, Perri

Board Members Absent: McCarthy, Carson

OTHER STAFF PRESENT: Deputy City Manager Brad Raulston, Director of Finance Mark Roberts, Financial Analyst Janel Pehau, Interim City Attorney George Eiser

PLEDGE OF ALLEGIANCE by Chairman Morrison

PRESENTATIONS: None

OVERSIGHT BOARD ACTIONS

- 1. SUBJECT:** Approval of the Minutes of the Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency meeting held on September 21, 2016.

RECOMMENDATION: Approve the minutes as presented.

ACTION: Motion by Perri, seconded by Morrison to approve the minutes of the regular meeting held on September 21, 2016.

Motion carried by the following vote:

Ayes: Fellows, Morrison, Perri

Abstain: Kerl, Desrochers

Absent: McCarthy, Carson

Following the vote, Legal Counsel, Edward Kotkin advised telephonically that a quorum was not present to initiate a vote; therefore, the item would require a re-vote at the next Oversight Board meeting.

- 2. SUBJECT:** Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2017 through June 30, 2018 (ROPS 17-18) with Expenditures Totaling \$8,443,472. (Reso 2017-01)

RECOMMENDATION: Approve the Resolution

ACTION: Motion by Perri, seconded by Desrochers to approve Resolution (2017-01).

Motion carried by the following vote:

Ayes: Fellows, Desrochers, Morrison, Kerl, Perri

Absent: McCarthy, Carson

- 3. SUBJECT:** Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Executive Director of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to execute an agreement with NHA Advisors, LLC for municipal advisory services for the period January 17, 2017 through December 31, 2019 with two additional one-year options and authorizing staff to submit the agreement to the State Department of Finance. (Reso 2017-02)

RECOMMENDATION: Approve the Resolution

ACTION: Motion by Desrochers, seconded by Fellows to approve Resolution (2017-02).

Motion carried by the following vote:

Ayes: Fellows, Desrochers, Morrison, Kerl, Perri

Absent: McCarthy, Carson

REPORTS

- 4. Update on Redevelopment Issues:** Deputy City Manager Brad Raulston provided an update on various parcels and noted the City's goal to be a catalyst for the H&M Goodies and Trophy Lounge sites.

In response to a question posed by an Oversight Board member, Financial Analyst Janel Pehau advised that the Oversight Board's obligation would end in June 2018.

The regular meeting was adjourned to the next Regular Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held on February 15, 2017 at 3:00 p.m., Council Chambers – National City Civic Center, California.

The meeting adjourned at 3:17 p.m.

Clerk

Secretary

The foregoing minutes were approved at the Regular Meeting of February 15, 2017.

Oversight Board Chairman

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: February 15, 2017

AGENDA ITEM NO. 3

ITEM TITLE: Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute the Fourth Amendment to the Agreement for Legal Services between the Successor Agency and Christensen & Spath, LLP, to extend the term, with no change in the total agreement amount of \$450,000.

PREPARED BY: George H. Eiser, III

DEPARTMENT: Successor Agency Counsel

PHONE: (619) 336-4222

APPROVED BY: 

EXPLANATION:

On November 19, 2014, the Oversight Board authorized the Chairman of the Successor Agency and his designees to execute the Third Amendment to the Successor Agency's Agreement with the law firm of Christensen & Spath, LLP, whereby the term was extended to December 6, 2016 and the not to exceed amount was increased by \$100,000, to \$450,000. A fourth amendment is necessary to extend the term of the Agreement. Consistent with other agreements for legal services, the Fourth Amendment will provide for an indefinite term, subject to termination by either party upon sixty (60) days' written notice. There will be no change in the not to exceed amount of \$450,000. Christensen & Spath will continue to provide legal services related to affordable housing, redevelopment law, and related litigation.

The Fourth Amendment will require the approval of the Oversight Board and the California Department of Finance prior to becoming effective. Christensen & Spath is an authorized payee (Item 147) on the current Recognized Obligation Payment Schedule (ROPS 16-17) and is included in the ROPS 17-18 that was approved by the Successor Agency on January 17, 2017 and the Oversight Board on January 18, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO. ROPS Item 147

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Pursuant to Title 15 of the California Code of Regulations, Section 15378(b)(4), this item is not subject to the California Environmental Quality Act review because the recommended approvals are not considered a project and are governmental funding mechanisms and fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant environmental impact.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the resolution and authorize staff to submit the Fourth Amendment to the Agreement with Christensen & Spath to the State Department of Finance for review pursuant to HSC Section 34179(h).

BOARD / COMMISSION RECOMMENDATION:

Successor Agency: Adopt the resolution and authorize staff to submit the Fourth Amendment to the Agreement with Christensen & Spath to the State Department of Finance for review pursuant to HSC Section 34179(h).

ATTACHMENTS:

1. Fourth Amendment to the Agreement with Christensen & Spath, LLP for Legal Services
2. Proposed Resolution 2017-03

**FOURTH AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
AND
CHRISTENSEN & SPATH, LLP**

This Fourth Amendment to the Agreement is entered into this 7th day of February, 2017, by and between THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, a public body, corporate and politic (the "SUCCESSOR AGENCY") (formerly the Community Development Commission of the City of National City, a public body (the "CDC")), and CHRISTENSEN & SPATH, LLP, (the "FIRM").

RECITALS

- A. The CDC and the FIRM (the "Parties") entered into a two-year Agreement on December 7, 2010, (the "Agreement") wherein the FIRM agreed to provide legal services, as and when requested by the CDC, involving issues of affordable housing, redevelopment law, and related litigation, if requested, in the amount of \$150,000, and subject to the terms of the Agreement.
- B. Due to the dissolution of redevelopment agencies by the State of California, the Successor Agency adopted Resolution No. 2012-24, approving a First Amendment between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY (the "SUCCESSOR AGENCY") and CHRISTENSEN & SPATH to extend the term of the Agreement for an additional two years, expiring on December 6, 2014, and increase the not to exceed amount by \$125,000, for a total not to exceed amount of \$275,000.
- C. On April 1, 2014, the Successor Agency approved a Second Amendment to increase the not to exceed amount by \$75,000 for ongoing legal expenses, for a total not to exceed amount of \$350,000.
- D. On November 18, 2014, the Successor Agency approved a Third Amendment to amend Section 12 to extend the term of the Agreement to December 6, 2016, and to amend Section C of Article 3 (Compensation) to increase the not to exceed amount to \$450,000.
- E. The affordable housing responsibilities remained under the CDC as the "CDC-HA".
- F. The FIRM currently represents the SUCCESSOR AGENCY in the litigation matter of Morgan Square, (Superior Court Case No. 37-2013-00054606-CU-OR-CTL), and is currently assisting with ongoing legal aspects of the WI-TOD Project.

- G. The FIRM currently provides legal services to the CDC-HA in affordable housing matters.
- H. The Parties desire to amend the Agreement to extend the term to December 6, 2018.
- I. This Fourth Amendment will require the approval of the Oversight Board to the Successor Agency and the California Department of Finance prior to being effective.

NOW, THEREFORE, the parties hereto agree that the Agreement entered into on December 7, 2010, shall be amended by amending Article 12 of the Agreement to extend the term of the Agreement to December 6, 2018.

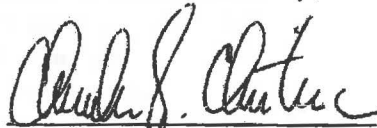
THE PARTIES FURTHER AGREE that Article 3 (Compensation), Section C of the Agreement as previously amended, shall remain in effect to provide a total not to exceed amount of \$450,000.

THE PARTIES FURTHER AGREE that with the foregoing exceptions, each and every term and provision of the Agreement dated December 7, 2010, shall remain in full force and effect.

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

**SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL CITY
REDEVELOPMENT AGENCY**

CHRISTENSEN & SPATH, LLP

By: 
Charles Christensen, Esq.

By: _____
Ron Morrison, Chairman

APPROVED AS TO FORM:

By: _____
George H. Eiser, III
Interim General Counsel

RESOLUTION NO. 2017 – 03

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING
AND AUTHORIZING THE CHAIRMAN OF THE SUCCESSOR AGENCY TO EXECUTE
THE FOURTH AMENDMENT TO THE AGREEMENT FOR LEGAL
SERVICES BETWEEN THE SUCCESSOR AGENCY AND
CHRISTENSEN & SPATH, LLP, TO EXTEND THE TERM, WITH NO
CHANGE TO THE TOTAL AGREEMENT AMOUNT OF \$450,000

WHEREAS, on December 7, 2010, the Community Development Commission of the City of National City ("CDC") and the law firm of Christensen & Spath, LLP entered into a two-year Agreement for the total amount of \$150,000, wherein the Firm agreed to provide litigation support, and legal services for real estate transactions for both market rate and affordable housing redevelopment projects, as well as commercial and industrial projects; and

WHEREAS, on October 30, 2012, the Successor Agency adopted Resolution No. 2012-24 to extend the term of the Agreement for an additional two years (expiring December 6, 2014), and to increase the not to exceed amount by \$125,000; and

WHEREAS, on April 1, 2014, the Successor Agency adopted Resolution No. 2014-45 to increase the not to exceed amount by \$75,000, for a total not to exceed amount of \$350,000; and

WHEREAS, on November 18, 2014, the Successor Agency approved a Third Amendment to amend Section 12 to extend the term of the Agreement to December 6, 2016, and to amend Section C of Article 3 (Compensation) to increase the not to exceed amount to \$450,000; and

WHEREAS, Christensen & Spath currently represents the Successor Agency in the litigation matter of Morgan Square, (Superior Court Case No. 37-2013-00054606-CU-OR-CTL), and is assisting with ongoing legal aspects of the WI-TOD Project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term for an indefinite period subject to termination by either party upon sixty (60) days' written notice, with no change to the total not to exceed amount of \$450,000; and

WHEREAS, this Fourth Amendment will require the approval of the Oversight Board to the Successor Agency and the California Department of Finance prior to being effective; and

WHEREAS, the Oversight Board, at its regular meeting taking place on February 15, 2017 considered the authorization of the Successor Agency's Chairman to execute the Fourth Amendment, said Fourth Amendment having been approved by the Successor Agency on February 7, 2017, and recommended for Oversight Board approval by staff, along with all evidence presented, both in favor and against the Fourth Amendment, if any; and

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Oversight Board hereby authorizes the Chairman of the Successor Agency's Board or his designee to execute a Fourth Amendment to the Agreement by and between the Successor Agency and Christensen & Spath, LLP, to extend the term for an indefinite period, subject to termination by either party upon sixty (60) days' written notice, with no change to the total "not to exceed" amount of \$450,000.

SECTION 3. A true, correct and complete copy of the Fourth Amendment shall be maintained on file in the office of the City Clerk.

SECTION 4. Pursuant to California Health and Safety Code Section 34179(h), the State of California Department of Finance may review Oversight Board action; therefore, this Resolution shall be effective on the date five (5) business days after its adoption, absent and pending any request for review by the State of California Department of Finance.

SECTION 5. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 15TH day of February, 2017.

Ron Morrison, Chairman

ATTEST:

Brad Raulston, Executive Director
Secretary to the Oversight Board

APPROVED AS TO FORM:

Edward Z. Kotkin
Oversight Board Counsel

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: February 15, 2017

AGENDA ITEM NO. 4

ITEM TITLE: Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute an Agreement for Legal Services between the Successor Agency and Richard G. Opper, with a not-to-exceed amount of \$50,000.

PREPARED BY: George H. Eiser, III

DEPARTMENT: Successor Agency Counsel

PHONE: (619) 336-4222

APPROVED BY: 

EXPLANATION:

On May 20, 2015, the Oversight Board approved the second amendment to the Successor Agency's agreement with the law firm of Opper & Varco, LLP, to increase the not-to-exceed payment amount to \$130,000 in exchange for the provision of legal services related to environmental remediation, underground storage tanks, and other environmental obligations of the Successor Agency. At the end of calendar year 2016, Richard Opper, who had performed the majority of the law firm's legal services for the Successor Agency, left Opper & Varco in order to enter solo practice. The requirement for these legal services remains, however, and Richard G. Opper has agreed to individually represent and advise the Successor Agency regarding these matters. The agreement is proposed to be for an indefinite period, terminable by either party upon 60 days' notice, and for an amount not to exceed \$50,000.

The Agreement will require the approval of the Oversight Board and the California Department of Finance prior to becoming effective. Richard G. Opper will take the place of Opper & Varco as the authorized payee for Item 146 on the current Recognized Obligation Payment Schedule (ROPS 16-17) and in the ROPS 17-18 that was approved by the Successor Agency on January 17, 2017 and the Oversight Board on January 18, 2017. The not-to-exceed amount of \$50,000 is consistent with the amounts shown on the ROPS for Item 146.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. ROPS Item 146

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Pursuant to Title 15 of the California Code of Regulations, Section 15378(b)(4), this item is not subject to the California Environmental Quality Act review because the recommended approvals are not considered a project and are governmental funding mechanisms and fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant environmental impact.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the resolution and authorize staff to submit the Agreement with Richard G. Opper to the State Department of Finance for review pursuant to HSC Section 34179(h).

BOARD / COMMISSION RECOMMENDATION:

Successor Agency: Adopt the resolution and authorize staff to submit the Agreement with Richard G. Opper to the State Department of Finance for review pursuant to HSC Section 34179(h).

ATTACHMENTS:

1. Agreement with Richard G. Opper for Legal Services
2. Proposed Resolution 2017-04

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
AND
RICHARD G. OPPER, ESQ.**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") entered into this 7th day of February, 2017, is made between THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, (the "SUCCESSOR AGENCY") and RICHARD G. OPPER, ESQ. (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to perform environmental legal services, subject to this Agreement.

Article 2. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: legal services pertaining to environmental remediation and underground storage tanks for SUCCESSOR AGENCY- owned properties, and environmental obligations of the SUCCESSOR AGENCY. It is expected that the FIRM will work with the SUCCESSOR AGENCY General Counsel and staff.

Article 3. Compensation. Compensation paid under this Agreement shall be \$325.00 per hour, billed on an hourly basis.

A. The SUCCESSOR AGENCY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$50,000.00 for legal services and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the SUCCESSOR AGENCY. The and the FIRM may agree to a lesser amount for individual projects within the Scope of Services.

B. The FIRM shall keep the SUCCESSOR AGENCY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the SUCCESSOR AGENCY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

C. The SUCCESSOR AGENCY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the SUCCESSOR AGENCY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise.

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the SUCCESSOR AGENCY will consider reimbursement on a case-by-case basis. The SUCCESSOR AGENCY will not reimburse overtime incurred for the convenience of the FIRM's failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the SUCCESSOR AGENCY's prior consent. The SUCCESSOR AGENCY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the SUCCESSOR AGENCY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge and/or interest. Due to the nature of the SUCCESSOR AGENCY's payment process, the SUCCESSOR AGENCY will not pay any late charges or interest charges to bills.

Every effort will be made to pay bills promptly.

D. Bills from the FIRM should be submitted to Office of the City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the SUCCESSOR AGENCY in support of bills rendered by the FIRM.

E. The FIRM agrees to forward to the SUCCESSOR AGENCY a bill for each one-month period of services under this Agreement, and the SUCCESSOR AGENCY agrees to compensate the FIRM on this basis..

F. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The SUCCESSOR AGENCY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the SUCCESSOR AGENCY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the SUCCESSOR AGENCY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the SUCCESSOR AGENCY's payment process, the SUCCESSOR AGENCY will not pay any late charges. Every effort will be made to pay bills promptly.

G. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a SUCCESSOR AGENCY decision, and the SUCCESSOR AGENCY's representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost. Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM.

Article 4. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the SUCCESSOR AGENCY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 5. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the SUCCESSOR AGENCY. All such work product shall be confidential and not released to any third party without the prior written consent of the SUCCESSOR AGENCY.

Article 6. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the SUCCESSOR AGENCY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 7. 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 FIRM 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 FIRM in this Agreement, the SUCCESSOR AGENCY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 FIRM.

Article 8. Indemnification. The FIRM agrees to indemnify and hold the SUCCESSOR AGENCY and its agents, officers, and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM's employees, agents, or officers, which arise from or are connected with or caused by the negligent acts or omissions or willful misconduct of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the SUCCESSOR AGENCY, its agents, officers, or employees.

Article 9. Insurance. The FIRM shall not commence work under this Agreement until it has obtained all insurance required in this Article with a company or companies acceptable to the SUCCESSOR AGENCY. At its sole cost and expense, the FIRM shall take and maintain in full force and effect at all times during the term of this Agreement the following policies of insurance:

A. For all of the FIRM's employees which are subject to this Agreement, to the extent required by the State of California, Workers' Compensation Insurance in the amount required by law.

B. Errors and omissions insurance in an amount not less than one million dollars (\$1,000,000) per claim.

C. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. The policies carried pursuant to paragraph 9.A above shall name as additional insureds the SUCCESSOR AGENCY and its elected officials, officers, employees, agents, and representatives. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against the SUCCESSOR AGENCY and its elected officials, officers, employees, agents, and representatives; (2) the policies are primary and not contributing with any insurance that may be carried by the SUCCESSOR AGENCY; and (3) the policies cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the SUCCESSOR AGENCY by certified mail. The FIRM may effect for its own account insurance not required under this Agreement.

Article 10. Drug Free Work Place. The FIRM agrees to comply with the Drug-Free Workplace requirements of the City of National City. Every person awarded a contract by the SUCCESSOR AGENCY for the provision of services shall certify to the SUCCESSOR AGENCY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 11. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

Article 12. Effective Date and Term. This Agreement shall be effective upon execution by the FIRM and the SUCCESSOR AGENCY and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the SUCCESSOR AGENCY's General Counsel.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The SUCCESSOR AGENCY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the SUCCESSOR AGENCY shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

Notices to the FIRM shall be addressed to:

Richard G. Opper, Esq.
3136 Dumas Street
San Diego, CA 92106-1310

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Headings. All article headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

Article 16. Miscellaneous Provisions.

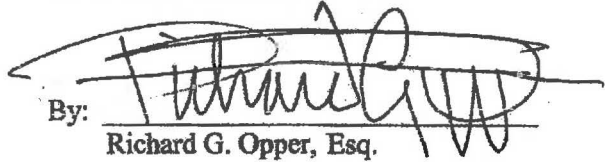
- A. Time of Essence: Time is of the essence for each provision of this Agreement.
- B. California Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The FIRM covenants and agrees to submit to the personal jurisdiction of the San Diego Superior Court for any dispute, claim, or matter arising out of or related to this Agreement.
- C. Integrated Agreement: This Agreement including attachments and/or exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the SUCCESSOR AGENCY and the FIRM.
- D. Severability: The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- E. Waiver: The failure of the SUCCESSOR AGENCY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.
- F. Conflict of Interest: During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the SUCCESSOR AGENCY. This prohibition shall not preclude the SUCCESSOR AGENCY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.
- G. 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.
- H. Counterparts. This Agreement may be signed in counterparts.
- I. 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, and (iii) 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.

[Signature Page to Follow]

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

**SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL
CITY REDEVELOPMENT AGENCY**

RICHARD G. OPPER, ESQ.

By: 
Richard G. Opper, Esq.

By: _____
Ron Morrison, Chairman

APPROVED AS TO FORM:

By: _____
George H. Eiser, III
Interim Successor Agency Counsel

RESOLUTION NO. 2017 – 04

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AUTHORIZING THE CHAIRMAN OF THE SUCCESSOR AGENCY TO EXECUTE AN
AGREEMENT FOR LEGAL SERVICES BETWEEN THE SUCCESSOR AGENCY
AND RICHARD G. OPPER, ESQ. WITH A NOT-TO-EXCEED AMOUNT OF \$50,000

WHEREAS, the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") requires and seeks to retain a law firm to provide environmental legal services; and

WHEREAS, based upon past services rendered through another law firm, the Successor Agency has determined that the law firm of Richard Opper, Esq., a qualified and experienced law firm, has the ability to perform said legal services desired by the Successor Agency, and is willing to perform such services with a not-to-exceed amount of \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Oversight Board hereby authorizes the Chairman of the Successor Agency's Board or his designee to execute an Agreement for Legal Services between the Successor Agency and the law firm of Richard G. Opper, Esq., with a not-to-exceed amount of \$50,000, to provide environmental legal services.

SECTION 3. A true, correct and complete copy of the Agreement for Legal Services shall be maintained on file in the office of the City Clerk.

SECTION 4. Pursuant to California Health and Safety Code Section 34179(h), the State of California Department of Finance may review Oversight Board action; therefore, this Resolution shall be effective on the date five (5) business days after its adoption, absent and pending any request for review by the State of California Department of Finance.

SECTION 5. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 15TH day of February, 2017.

SIGNATURES FOLLOW

Ron Morrison, Chairman

ATTEST:

Brad Raulston, Executive Director
Secretary to the Oversight Board

APPROVED AS TO FORM:

Edward Z. Kotkin
Oversight Board Counsel

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: February 15, 2017

AGENDA ITEM NO. 5

ITEM TITLE:

Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Chairman of the Successor Agency to execute a First Amendment to the Agreement with NHA Advisors, LLC for municipal advisory services for the period January 17, 2017 through December 31, 2019 with two additional one-year options, regarding errors and omissions insurance.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Successor Agency

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

The Successor Agency entered into an agreement with NHA Advisors LLC on January 17, 2017 for municipal advisory services for the Successor Agency. The minimum commercial general liability insurance limits required to be maintained by NHA Advisors by the agreement are \$2 million per occurrence and \$4 million aggregate. The minimum professional liability (“errors and omissions”) insurance limit required is \$5 million per occurrence.

After additional review of the agreement, staff has determined the required insurance limits stated are incorrect. Therefore, staff seeks to amend the agreement to decrease each of the minimum required limits to \$1 million per occurrence and \$2 million aggregate with the provision the Successor Agency reserves the right to review and require higher professional liability insurance limits for engagements deemed by the Successor Agency to pose greater than normal risk.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

See attached staff report.

Expenses may be paid from various accounts.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Chairman of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to execute the First Amendment to the Agreement with NHA Advisors, LLC and authorizing staff to submit the First Amendment to the Agreement to the State Department of Finance.

BOARD / COMMISSION RECOMMENDATION:

Successor Agency: Adopt the resolution, authorizing the Chairman of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to execute the First Amendment to the Agreement with NHA Advisors, LLC and authorizing staff to submit the First Amendment to the Agreement to the State Department of Finance.

ATTACHMENTS:

1. NHA Advisors, LLC agreement amendment
2. Resolution 2017-05

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
AND NHA ADVISORS, LLC, FOR
MUNICIPAL ADVISORY SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 7th day of February, 2017, by and between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, a political subdivision of the State of California (the "SUCCESSOR AGENCY") and NHA ADVISORS, LLC, a California limited liability company (the "CONSULTANT").

RECITALS

A. The SUCCESSOR AGENCY, at their meeting of January 17, 2017, authorized the Executive Director to execute an Agreement with NHA Advisors, LLC, to provide municipal advisory services through December 31, 2019, with two additional one-year options; and

B. The parties have agreed to amend Subsections "A" and "C" of Section 17 of the Agreement pertaining to Professional Liability and Commercial General Liability insurance coverage, and to add Subsection "J" to Section 17 of the Agreement pertaining to the periodic adjustment of limits of insurance coverage.

NOW, THEREFORE, THE PARTIES HERETO AGREE that the Agreement entered into on January 17, 2017, shall be amended as follows:

1. Section A of Section 17, Insurance, is amended to read as follows:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

2. Subsection C of Section 17, Insurance, is amended to read as follows:

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 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, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

3. Subsection J is added to Section 17, Insurance, to read as follows:

J. The Executive Director or their designee may periodically review the insurance coverage required to be carried by the CONSULTANT. If the Executive Director or their designee determines that higher limits are necessary to protect the interests of the SUCCESSOR AGENCY or the Additional Insureds, the CONSULTANT shall be so notified and shall obtain the additional limits of insurance at its sole cost and expense.

THE PARTIES FURTHER AGREE that with the foregoing exceptions, each and every provision of the Agreement entered into on January 17, 2017, shall remain in full force and effect.

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

**SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL CITY
REDEVELOPMENT AGENCY**

NHA ADVISORS, LLC

By: _____



Craig Hill, Principal

By: _____
Ron Morrison, Chairman

APPROVED AS TO FORM:

George H. Eiser, III
Interim Successor Agency Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2017

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

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

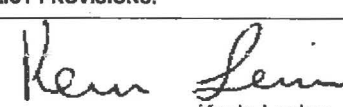
PRODUCER Phone: (858) 350-0555 Fax: (858) 350-0556 K T L BUSINESS INSURANCE SERVICES, INC. 322 8TH STREET SUITE # 101 DEL MAR CA 92014	CONTACT NAME: K T L Business Insurance Services, Inc. PHONE (A/C No. Ext): (858) 350-0555 FAX (A/C No.): (858) 350-0556 E-MAIL ADDRESS:														
Agency Lic#: CA # 0D86601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Co., Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B : PHILADELPHIA INDEMNITY INSURANCE CO</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co., Ltd	11000	INSURER B : PHILADELPHIA INDEMNITY INSURANCE CO	18058	INSURER C :		INSURER D:		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentinel Insurance Co., Ltd	11000														
INSURER B : PHILADELPHIA INDEMNITY INSURANCE CO	18058														
INSURER C :															
INSURER D:															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: 70779	REVISION NUMBER:
------------------	----------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		72SBMAK4728	02/01/17	02/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			72SBMAK4728	02/01/17	02/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			PHSD916871	02/06/17	02/06/18	PER CLAIM \$ 1,000,000 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THOSE USUAL TO THE INSURED'S OPERATIONS. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER THE BUSINESS LIABILITY COVERAGE FSS0008, ATTACHED TO THIS POLICY.

CERTIFICATE HOLDER	CANCELLATION
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Kevin Levine

POLICY NUMBER: 72SBMAK4728

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Successor Agency to the Community Development Commission as the National City Redevelopment Agency, and its officers, agents and employees.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

RESOLUTION NO. 2017 – 05

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY
AUTHORIZING THE CHAIRMAN OF THE SUCCESSOR AGENCY TO EXECUTE
A FIRST AMENDMENT TO THE AGREEMENT WITH NHA ADVISORS, LLC,
FOR MUNICIPAL ADVISORY SERVICES, FOR THE PERIOD
JANUARY 17, 2017 THROUGH DECEMBER 31, 2019
WITH TWO ADDITIONAL ONE-YEAR OPTIONS, REGARDING
ERRORS AND OMISSIONS INSURANCE

WHEREAS, the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Successor Agency”) adopted Resolution No. 2017-82 at their meeting of January 17, 2017, and the Oversight Board to the Successor Agency adopted Resolution No. 2017-02 at its meeting on January 18, 2017, both actions authorizing the Chairman of the Successor Agency to execute an Agreement with NHA Advisors, LLC (“NHA”), to provide municipal advisory services through December 31, 2019, with two additional one-year options (“Agreement”); and

WHEREAS, the Successor Agency and NHA have agreed to amend Subsections “A” and “C” of Section 17 of the Agreement pertaining to Professional Liability and Commercial General Liability insurance coverage, and to add Subsection “J” to Section 17 of the Agreement pertaining to the periodic adjustment of limits of insurance coverage.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Oversight Board hereby authorizes the Chairman of the Successor Agency’s Board or his designee to execute a First Amendment to Agreement with NHA Advisors, LLC, to amend Subsections “A” and “C” of Section 17 of the Agreement pertaining to Professional Liability and Commercial General Liability insurance coverage, and to add Subsection “J” to Section 17 of the Agreement pertaining to the periodic adjustment of limits of insurance coverage.

SECTION 3. A true, correct and complete copy of the First Amendment shall be maintained on file in the office of the City Clerk.

SECTION 4. Pursuant to California Health and Safety Code Section 34179(h), the State of California Department of Finance may review Oversight Board action; therefore, this Resolution shall be effective on the date five (5) business days after its adoption, absent and pending any request for review by the State of California Department of Finance.

SECTION 5. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 15TH day of February, 2017.

Ron Morrison, Chairman

ATTEST:

Brad Raulston, Executive Director
Secretary to the Oversight Board

APPROVED AS TO FORM:

Edward Z. Kotkin
Oversight Board Counsel