AGREEMENT NO. A-4396
CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
AND HARRELL & COMPANY ADVISORS, LLC

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 1st day of July, 2013 by and between the Successor Agency a public body corporate and politic, (hereinafter called "AGENCY") and **HARRELL & COMPANY ADVISORS, LLC** a corporation of the state of California (hereinafter called "CONSULTANT").

RECITALS

WHEREAS, Agency desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The Agency hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the services set forth in the **"Scope of Services"** attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT shall perform and complete all such work and services in a manner satisfactory to AGENCY.

1.2 Project deliverables shall be reviewed and approved by AGENCY to determine acceptable completion. AGENCY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by AGENCY.

1.3 CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by AGENCY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 AGENCY shall provide to CONSULTANT, without charge, all data, program information, including reports, records, maps and other information, now in AGENCY's possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by the AGENCY. The Agency Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables and special requests through the Agency Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are set forth in Exhibit C which is attached hereto and incorporated herein by reference. This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors submitted as part of its Statement of Qualifications and listed in Exhibit C attached hereto and incorporated herein by reference will perform the portions of the work listed on said Exhibit C. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by AGENCY.

4 CONTRACT TERM

The term of this contract is three (3) years, commencing on July 1, 2013, with the City reserving the option to extend the Contract for two (2) additional one year terms each.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of AGENCY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of the AGENCY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by AGENCY for use in the performance of the work and if, to the actual knowledge of AGENCY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by

AGENCY in the contract documents. CONSULTANT shall indemnify and hold harmless AGENCY and anyone directly or indirectly employed by AGENCY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by AGENCY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and AGENCY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in AGENCY-furnished information.

8 CONSULTANT'S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT'S direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by AGENCY.

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT's employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 CONSULTANT shall indemnify and hold harmless AGENCY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Exhibit A, Scope of Services, AGENCY shall pay to CONSULTANT an amount not to exceed the sum of One Hundred Thousand dollars ($100,000.00), payable in accordance with the Fee Schedule attached hereto as Exhibit "B" and incorporated herein by reference The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material,

subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis, based on the Fee Schedule. Final payment shall be made upon completion of all services and Agency acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of AGENCY. Total contract price includes expenses related to travel to and from AGENCY to meet with Agency and to appear, if so required, before City Council or any other board or commission of AGENCY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by AGENCY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to AGENCY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to AGENCY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by AGENCY to CONSULTANT, shall be construed as an acceptance by AGENCY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless AGENCY, its officers, agents and employees, from and against all claims, losses, obligations, or liability which arise out of, or are in any way related to, the CONSULTANT's acts, errors or omissions, or those of its employees or agents under Agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

11.1.1 Workers' Compensation and Employer's Liability

-Workers' Compensation—coverage as required by the State of California

-Employer's Liability:

$1,000,000.00 each accident

$1,000,000.00 policy limit bodily injury

$1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability Insurance*

-$3,000,000.00 with no deductible, or;

-Comparable alternative as determined by the City Attorney; and

-Policy form on a claims-made basis

11.1.3 Commercial General Liability

-$1,000,000.00 limit on a per occurrence basis

-$2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

-$1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to AGENCY at least thirty- (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the Agency as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the Agency, and any other insurance maintained by the Agency shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, and Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to AGENCY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the required coverage and showing the required named insureds. Within five (5) days of written request from AGENCY, CONSULTANT shall deliver to AGENCY full and complete copies of all insurance policies required by this Contract.

11.5 The requirements as to the types and limits of insurance to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify CONSULTANT's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against AGENCY.

11.7 All insurance coverage must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by AGENCY arising out of any acts or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, AGENCY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

12 TERMINATION WITHOUT CAUSE

AGENCY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to AGENCY all finished or unfinished documents or programs and other materials, which shall be Agency's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the Agency determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Agency shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the Agency's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the Agency may elect to terminate this Contract, in whole or in part.

13.2 In the event the Agency terminates this Contract in whole or in part as provided herein above, the Agency may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the Agency may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the Agency may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to AGENCY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the Agency.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes and other matters in question between AGENCY and CONSULTANT arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of AGENCY. CONSULTANT shall furnish AGENCY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY; provided, however, that claims for money due or to become due to CONSULTANT from AGENCY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

A. The amount involved, together with CONSULTANT's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of AGENCY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind AGENCY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following:

employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. AGENCY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the AGENCY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, AGENCY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by AGENCY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district;

and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, Agency shall select a different CONSULTANT to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments or business positions.

19.5 In connection with the services described herein, Harrell & Company advises the City that it owes a fiduciary duty to the City, in that Harrell & Company must deal honestly and in good faith with the City and to act in the City's best interests without regard to financial or other interests of Harrell & Company. Harrell & Company is not aware that the services provided hereunder give rise to any conflict of interest that might impair their ability to satisfy the duty of loyalty under the MSRB's proposed rule regarding the Fiduciary Duty of Municipal Advisor.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

SUCCESSOR AGENCY:

David Childs 9.11.13

David Childs Date
Executive Director

ADDRESS FOR NOTICE:

City of Palmdale
38300 Sierra Highway, Suite D
Palmdale, California 93550

CONSULTANT:
HARRELL & COMPANY ADVISORS, LLC

8/20/13

Suzanne Q. Harrell, Date
Principal

ADDRESS FOR NOTICE:

HARRELL & COMPANY ADVISORS, LLC
333 City Boulevard West, Suite 1430
Orange, California 92868

APPROVED AS TO FORM:

Wm. Matthew Ditzhazy
Agency Attorney

ATTEST:

Rebecca J. Smith
City Clerk

ATTEST: If Corporation

Secretary

Exhibit A

Scope of Services

Harrell & Company will assist in the preparation and review of semi-annual ROPS, and participate in any follow up requested by the Department of Finance or County Auditor. Harrell & Company will also review and analyze any Successor Agency financial transactions as requested.

Exhibit B
COMPENSATION

I. Annual Retainer. As compensation for the services described in Sections I in Exhibit A Scope of work, City shall pay CONSULTANT an annual retainer fee in the amount of Twenty Thousand Dollars ($20,000), payable in quarterly installments of Five Thousand Dollars ($5,000), commencing July 1, 2013 and continuing on the first day of the month beginning each quarter for the term of the contract.

Said annual retainer constitutes payment for the productive hours of time spent by CONSULTANT in the performance of the services described in Sections I of Exhibit A as herein required, at the rate of Two Hundred Dollars ($200) per hour for the Principal, Suzanne W. Harrell.

At such time as Consultant shall have incurred time and materials equal to $5,000 ("Authorization Limit"), Consultant shall not be entitled to any additional compensation for the services described in Sections I of Exhibit A without further authorization issued in writing and approved by the City. Nothing herein shall preclude Consultant from providing additional services at Consultant's own cost and expense.

II. The consultant shall be reimbursed for actual travel and other out-of-pocket costs that are incurred in performing the services described in Sections I of Exhibit A. Such reimbursement shall not exceed five thousand dollars ($5,000) annually. The consultant may submit cost reimbursement invoices to the City on a periodic basis during the fiscal year in which the costs were incurred. However, all invoices for cost reimbursements shall be submitted by the consultant by July 31 of the fiscal year immediately following the fiscal year in which the reimbursable costs were incurred. The consultant shall submit with the reimbursable cost invoice, where practical, all invoices for expenditures incurred for which a reimbursement is being requested.

III. In the event that the City and the consultant mutually agree that in any year that activities and demands upon the consultant for services described in Sections I of Exhibit A were insufficient to justify payment of the full five thousand dollar ($5,000) retainer amount, the consultant shall negotiate with the City for a mutually agreed upon reduction of the retainer for the fiscal year.

Exhibit C

Key Personnel

Principal – Suzanne Q. Harrell

CONSULTANT CORPORATE INFORMATION

The names of all persons interested in the forgoing as principals of CONSULTANT are as follows:

Suzanne Q. Harrell

IMPORTANT NOTICE: If CONSULTANT is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof authorized to execute this Contract; if a co-partnership, state true name of firm, names of all individual co-partners composing firm.

The representations made herein are made under penalty of perjury.

Employers Tax Identification No. 33-0921139. To comply with Internal Revenue Service requirements, the City of Palmdale will report any payments exceeding $600.00 within a calendar year.

(IF APPLICABLE)

Name of Partnership or Firm: _____

Business Address: _____

(All partners must sign – use separate sheet if necessary)

Signed: _____ Name: _____

Title: _____ Address: _____

Signed: _____ Name: _____

Title: _____ Address: _____

(IF APPLICABLE)

Name of Corporation: _____

Business Address: _____

Corporation organized under the laws of the State of: _____

SEAL

_____

Signature of Corporate Secretary

(Attach Applicable Corporate Resolutions)

FINANCIAL DISCLOSURE FOR CONSULTANT

HARRELL & COMPANY ADVISORS, LLC ("CONSULTANT") is hired by the City of Palmdale ("City") to perform the range of duties identified in the Scope of Services and Fee Schedule attached as Exhibits A and B. Based upon this range of duties:

_X_ A Statement of Economic Interest (FPPC Form 700) **is not required**. CONSULTANT is not required to fully comply with the consultant disclosure requirements identified in the City of Palmdale's Conflict of Interest Code and Section 20.4 of Design Professional Services Contract, Agreement Number A-**4396** because CONSULTANT does not meet the definition of "Consultant" under the Political Reform Act or due to the extremely limited scope of duties performed under Agreement Number A-**4396**.

_____ A Statement of Economic Interest (FPPC Form 700) **is required**. CONSULTANT's responsibilities are too broad to allow the disclosure requirements to be narrowed or CONSULTANT is performing a specialized or general service for the City, and there is a substantial likelihood that the CONSULTANT's work product will be presented, either written or orally, for the purpose of influencing a governmental decision.

_____ A Statement of Economic Interest (FPPC Form 700) **is required in part**. CONSULTANT's duties are limited in scope under Contract number A-**4396**. Based on these duties, CONSULTANT's disclosure is limited to the following interests:

_____ Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B)

_____ Reportable income and business positions. (FPPC Form 700, Schedules C and D)

_____ Reportable investments. (FPPC Form 700, Schedules A-1 and A-2)

_____ Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F)

David Childs
City Manager

8/28/13
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2013

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
Robert Harris Insurance Agency, Inc.
Lic. #0216736
3150 Bristol St., Suite 200
Costa Mesa CA 92626

CONTACT NAME: Michelle Vandervoort
PHONE (A/C, No, Ext): (714) 619-4480 FAX (A/C, No): (714) 619-4481
E-MAIL ADDRESS: michelle@reharris.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Cas Ins Co of America	19046
INSURER B: Employers Compensation Ins. Co	11512
INSURER C: Navigators Specialty Insurance	36056
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Harrell & Company Advisors LLC
333 City Blvd West #1430
Orange CA 92868

COVERAGES CERTIFICATE NUMBER: 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6805607R688-13	8/22/2013	8/22/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6805607R688-13	8/22/2013	8/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG1102675-05	8/29/2013	8/29/2014	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liab; Claims-Made Ded: $25,000 each claim			NY13MPL000552IC	8/22/2013	8/22/2014	Each Claim	$3,000,000
							Policy Period Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Agreement: #A-2734

The Certificate Holder is named Additional Insured as their interest may appear as respects operations of the Named Insured as per the blanket Additional Insured policy form attached.

Coverage provided is Primary over any other insurance maintained by the Additional Insured.

Members/Owners are excluded from coverage under the Workers Compensation policy.

Policies subject to 10-days Notice of Cancellation in the event of non-payment of premium.

CERTIFICATE HOLDER

City of Palmdale and the Successor Agency of Palmdale
Attn: Betsy St John
38300 Sierra Highway, Suite A
Palmdale, CA 93550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Vandervoort/MICHEL Michelle L. Vandervoort

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