

**CITY OF WHITTIER
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 2nd day of September, 2009 by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and Community Conservancy International with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291 hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is an conservation and community projects firm, the principal members of which are fully qualified and registered as required under the laws of the State of California; and

WHEREAS, the CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. **SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the technical and professional services set forth in the scope of services attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall complete all tasks in accordance with the schedule included in the scope of services.

3. **PERFORMANCE TO SATISFACTION OF CITY**

CONSULTANT agrees to perform all work in the scope of services to the reasonable satisfaction of CITY and within the time hereinafter specified. CITY acknowledges and agrees that CONSULTANT's services provided hereunder may not achieve CITY's desired scope of work in its entirety

within the amount budgeted for pursuant to Section 6.A. If the quality of work is not satisfactory, CITY in its reasonable discretion, has the right to:

- a. Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- b. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services.

5. FAMILIARITY WITH WORK

By execution of this Agreement, CONSULTANT warrants that to the best of its knowledge:

- (1) It carefully considered how the work should be performed, and
- (2) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
- (3) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.

6. COMPENSATION

A. SERVICES DESCRIBED IN PROPOSAL

For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit A and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of \$10,000 as set forth in the fee schedule, Exhibit "B" attached hereto, unless the CITY has given specific advance approval in writing. This Agreement is a time and materials contract, not to exceed \$10,000. The parties shall agree to additional projects and budgets after the initial completion of the services on Schedule A.

B. ADDITIONAL SERVICES.

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement be in the form of a written amendment to the Agreement signed by authorized representatives of both parties.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE.

Progress payments to CONSULTANT, if allowed, shall be in accordance with the fee schedule attached as Exhibit "B". CONSULTANT shall submit invoices to the CITY no more frequently than monthly. When work is to be paid on a "time and materials not to exceed" basis, invoices shall be submitted monthly. When work is to be paid on a "lump sum" basis, progress invoices shall be submitted as tasks are completed as described in Exhibit "B". Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT for that work which CITY deems to have been satisfactorily completed, minus a ten percent (10%) retention. Such retention shall be paid to CONSULTANT within thirty (30) days of CITY's determination that CONSULTANT has satisfactorily completed all required tasks.

7. TERMINATION

A. TERMINATION FOR CONVENIENCE.

Either the CITY or the CONSULTANT may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

B. TERMINATION FOR CAUSE.

If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement

by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.-

If for any reason, CITY fails to pay CONSULTANT in a timely and proper manner, then CONSULTANT shall have the right to terminate this agreement by giving a five (5) calendar day written notice to CITY.

In the event of termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, floppy disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement. In the event CITY directs CONSULTANT to continue rendering services, CONSULTANT will be paid for such services provided after termination.

8. COORDINATION OF WORK

A. Selection of Representatives

The following principal(s) of CONSULTANT are hereby designated as the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

Esther Feldman President

The foregoing principal(s) may not be changed by CONSULTANT without the express written approval of CITY.

B. Contract Officer

The Contract Officer shall be the City Manager of the City or the City Manager's designee. It shall be the CONSULTANT's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT Status

CONSULTANT is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth and, CONSULTANT expressly warrants not to, in any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

B. CONSULTANT's Personal Services - Inducement

This Agreement contemplates that the CONSULTANT's personal services and those of CONSULTANT's officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, unless expressly provided otherwise in CONSULTANT's proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY, not to be unreasonably withheld. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

10. PERS ELIGIBILITY INDEMNITY.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees,

agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

11. INDEMNITY

CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligence, recklessness or willful misconduct of CONSULTANT in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder. Except for CONSULTANT'S gross negligence or willful misconduct, CONSULTANT's maximum aggregate liability to CITY in connection with or in any manner related to this Agreement (whether in an action in contract or tort or otherwise) will be limited to the total amount paid by CITY to CONSULTANT hereunder.

CITY will indemnify and hold CONSULTANT and CONSULTANT's employees, officers and agents free and harmless from any and all claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees) and other expenses incurred by CONSULTANT arising out of CITY's material breach of any of its covenants herein.

12. INSURANCE

Throughout the term of this Agreement, CONSULTANT shall procure and maintain, at its own cost, the insurance as described in Exhibit "C", "Insurance Requirements".

13. MISCELLANEOUS

A. Ownership of Documents

All deliverables described in the scope of services shall be the property of CITY and shall be delivered to CITY upon completion or termination of this Agreement. All hard copy documents and information in electronic files that are assembled or prepared by CONSULTANT shall be made available to CITY upon request to review or to copy, and CITY shall reimburse CONSULTANT for actual cost of reproduction of documents not included as deliverables in the scope of services. Copies and said documents and electronic information may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law.

B. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

CITY OF WHITTIER
13230 Penn Street____
Whittier, CA 90602
Attn: CITY CLERK

CONSULTANT:

COMMUNITY CONSERVANCY
INTERNATIONAL
2554 Lincoln Boulevard, Suite 223
Los Angeles, CA 90291
Attn: Esther Feldman

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and each Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within thirty (30) days after service of the notice, or if the cure of the default is commenced within fifteen (15) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

G. Attorney's Fees

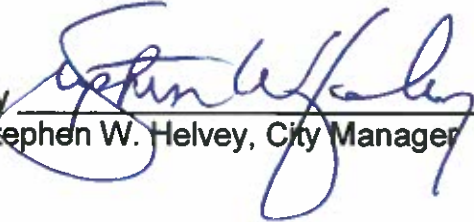
If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

H. Integration

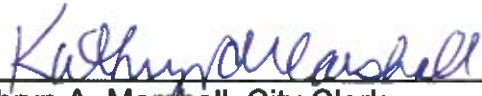
This Agreement, together with attached Exhibits identified herein supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

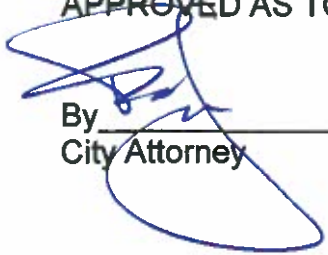
CITY OF WHITTIER

By  9-2-09
Stephen W. Helvey, City Manager /Date

ATTEST:

By  9-2-09
Kathryn A. Marshall, City Clerk /Date

APPROVED AS TO FORM:

By  9-2-09
City Attorney /Date

CONSULTANT:

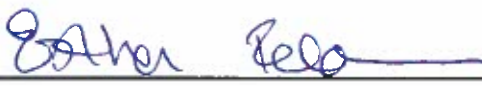
By  9-3-09
/Date

Exhibit "A"
SCOPE OF WORK

Community Conservancy International
Consulting Services to the City of Whittier

RE: Prop A Reimbursement in Connection with Unocal and Chevron Properties

1. Review of the reimbursement requirements of Prop A as it pertains to transition to a new use and discussion with the City's legal team; discussion of applicability of reimbursement requirement for surface use of the property and sub-surface use of the property (i.e. Mineral Exploration).
2. Discussion with the City and consultants re: appraisals used as the basis for the purchase of the Unocal and Chevron properties in Whittier.
3. Review of the legal opinion issued by Richards, Watson and Gershon at the request of the Los Angeles County Counsel working in conjunction with the Prop A District (Ilona Volkman), and discussion with the City's legal team.
4. Review of the draft and final legal opinion being issued by the Los Angeles County Counsel in response to the Richards, Watson and Gershon opinion and in connection with the Prop A rules.
5. Meet and discuss the appropriate reimbursement process with members of the City of Whittier.
6. One meeting with County of Los Angeles Prop A District staff.
7. Other consulting as requested by the City related to this project.

Exhibit "B"
FEE SCHEDULE

President \$250/hour

Note: Additional meetings with the County, meetings with County Counsel and Board of Supervisor offices, and attendance or testifying at public hearings will be charged at \$300/hour.

CCI Staff:

Fiscal Director \$125/hour

Administrative Assistant \$45/hour

Exhibit "C"
INSURANCE REQUIREMENTS

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONSULTANTS shall be non-contributory.

General Liability:

a.	General Aggregate	\$2,000,000
b.	Each Occurrence	\$1,000,000
c.	Damage to Premises	\$100,000
d.	Medical Expense (any one person)	\$5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by CONSULTANT under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.

CITY OF WHITTIER
AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 1

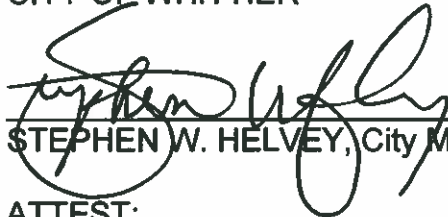
On September 2, 2009, Agreement No. A09-219 was made and entered into between the CITY OF WHITTIER ("CITY"), a municipal corporation located in the County of Los Angeles, State of California, and Community Conservancy International ("CONSULTANT") with its mailing address at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291. By mutual consent of both parties, the Agreement is amended as follows:

- 1) Under Section 6. Compensation, A. Services Described in Proposal, increase amount of contract by \$5,000.

This is the 1st Amendment to Agreement No. A09-219. This Agreement may be amended only by the written mutual consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF WHITTIER



STEPHEN W. HELVEY, City Manager

5-6-10
DATED

ATTEST:



KATHRYN A. MARSHALL, City Clerk-Treasurer

5-21-10
DATED

APPROVED AS TO FORM:



RICHARD D. JONES, City Attorney

5-11-10
DATED

CONSULTANT:

BY: Ethan Feldman

5-18-10
DATED

Title: President

A09-219
Amendment # 2

**CITY OF WHITTIER
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 25th day of May 2010, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and COMMUNITY CONSERVANCY INTERNATIONAL with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291 hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is a conservation and community projects non-profit organization, the principal members of which are fully qualified and registered as required under the laws of the State of California; and

WHEREAS, The CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. **SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the technical and professional services set forth in the scope of services attached hereto as Exhibits "A" and "B" and incorporated herein by this reference.

2. **TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall complete all tasks in accordance with the schedule included in the scope of services.

3. **PERFORMANCE TO SATISFACTION OF CITY**

CONSULTANT agrees to perform all work in the scope of services to the reasonable satisfaction of CITY and within the time hereinafter specified. If the quality of work is not satisfactory, CITY in its discretion, has the right to:

- a. Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- b. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services

5. FAMILIARITY WITH WORK

By execution of this Agreement, CONSULTANT warrants that

- (1) It carefully considered how the work should be performed, and
- (2) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
- (3) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.

6. COMPENSATION

A. SERVICES DESCRIBED IN PROPOSAL

- a) For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit "A" and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of \$65,000.00 (plus up to \$10,000.00 in expenses) as set forth in the fee schedule, Exhibit "C" attached hereto, unless the CITY has given specific advance approval in writing.
- b) For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit "B" and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of \$125,000.00 as set forth in the fee schedule, Exhibit "D" attached hereto, unless the CITY has given specific advance approval in writing.

B. ADDITIONAL SERVICES.

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement be in the form of a written amendment to the Agreement signed by authorized representatives of both parties.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE.

Progress payments to CONSULTANT, if allowed, shall be in accordance with the fee schedules attached as Exhibits "C" and "D." CONSULTANT shall submit invoices to the CITY no more frequently than monthly. When work is to be paid on a "lump sum" basis, progress invoices shall be submitted as described in Exhibits "C" and "D." Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice.

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A. TERMINATION FOR CONVENIENCE.

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If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount

payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

In the event of termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, floppy disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement.

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A. Selection of Representatives

The following principal of CONSULTANT is hereby designated as the principal and representative of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

Esther Feldman

President

Representative

Title

The foregoing principal may not be changed by CONSULTANT without the express written approval of CITY.

B. Contract Officer

The Contract Officer shall be the City Manager, or such other person as designated by the City Manager of the City. It shall be the CONSULTANT's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT Status

CONSULTANT is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth and, CONSULTANT expressly warrants not to, in any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees or agents, are in any manner officers, employees, or agents of CITY. It is distinctly

understood that said CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

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In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

11. INDEMNITY

CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries,

including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligence, recklessness or willful misconduct of CONSULTANT in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder. Except for CONSULTANT'S gross negligence or willful misconduct, CONSULTANT's maximum aggregate liability to CITY in connection with or in any manner related to this Agreement (whether in an action in contract or tort or otherwise) will be limited to the total amount paid by CITY to CONSULTANT hereunder.

12. INSURANCE

Throughout the term of this Agreement, CONSULTANT shall procure and maintain, at its own cost, the insurance as described in Exhibit "E", "Insurance Requirements".

13. MISCELLANEOUS

A. Ownership of Documents

All deliverables described in the scope of services shall be the property of CITY and shall be delivered to CITY upon completion or termination of this Agreement. All hard copy documents and information in electronic files that are assembled or prepared by CONSULTANT shall be made available to CITY upon request to review or to copy, and CITY shall reimburse CONSULTANT for actual cost of reproduction of documents not included as deliverables in the scope of services. Copies and said documents and electronic information may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law.

B. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

CONSULTANT:

CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602
Attn: CITY CLERK

COMMUNITY CONSERVANCY
INTERNATIONAL
2554 Lincoln Blvd., Suite 223
Los Angeles, CA 90291

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and each party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

G. Attorney's Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

H. Integration

This Agreement, together with attached Exhibits identified herein supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

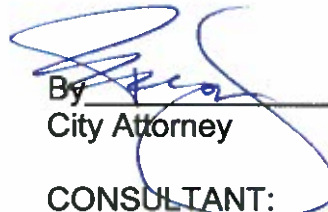
CITY OF WHITTIER

By  6-7-10
Stephen W. Helvey, City Manager /Date

ATTEST:

By  6-8-10
Kathryn A. Marshall, City Clerk /Date

APPROVED AS TO FORM:

By  6-8-10
City Attorney /Date

CONSULTANT:

By  June 4, 2010
President /Date
Community
Conservancy
International

EXHIBIT "A"

SCOPE OF SERVICES

Community Conservancy International (CCI) will analyze and review a proposal by the City of Whittier to conduct oil drilling and related activities in protected open space areas in the Puente Hills in the City of Whittier, and will prepare a report on its findings. CCI will review: anticipated impacts from proposed conversion of protected open space land purchased with Los Angeles County Proposition A funds to oil drilling sites and related infrastructure; effects of the proposed oil drilling development and activities on the Puente Hills Preserve and on the City's and other regional and state agencies' long-term habitat management and restoration plans for this area; policy implications of the proposed land use changes related to the original intent of L.A. County's Propositions A (Safe Parks Acts, 1992 and 1996) and to the City's agreement with the L.A. County Regional Park and Open Space District; and policy implications related to L.A. County's Propositions A (Safe Parks Acts, 1992 and 1996) and the City's proposed use of potential oil drilling revenues.

CCI will prepare a report of its findings in a digital version in pdf format and 10 printed and bound copies, and a PowerPoint presentation of key findings from the report. Additional printed copies will be billed to the City as an expense. CCI will prepare maps and graphics necessary to illustrate its findings. CCI will retain a GIS subcontractor to assist with the analysis of GIS data provided by the City, to integrate publicly available local and regional aerial images and other relevant data, and to prepare maps. Mapping will be limited to Los Angeles County.

The report will be based on information to be provided by the City, including information on the oil drilling proposal, the Preserve, trails and other public access, all GIS data and project-related photos and graphics, and assumes data is in GIS file format (either shape files, file geodatabase or coverage), and that photos and graphics are of a resolution suitable for printing. If CCI must take photos, or if this data is only available in CAD format, or if spatial data must be created, the additional time necessary to convert CAD files to GIS format and to create spatial data will be billed on a time and expense basis to the City. Please note that this spatial information is essential for the integration with other existing data files vital to this analysis, and that high-resolution photos are needed for preparing printed materials.

Timing of completion of report: two months from receipt of all materials, files, GIS data and other information related to the City's proposal and approval of amended contract by City.

EXHIBIT "B"
SCOPE OF SERVICES

Upon approval of the CUP to Matrix Oil Corporation ("the CUP") by the City, CONSULTANT will commence monitoring of the work for a two year period commencing from date of approval.

CONSULTANT will make monthly on-site visits, in coordination with the City, and will provide a quarterly report to City, summarizing observations, concerns or recommendations for improvement.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. AMOUNT OF COMPENSATION. For performing and completing all services pursuant to Exhibit "A" Scope of Services, a grant of \$65,000.00, one payment, plus expenses not to exceed \$10,000.00.

II. BILLING. At the end of each month, Contractor shall submit an invoice to the City for expenses and GIS work, etc., per scope of work in Exhibit "A", at the following address:

CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602

The invoice submitted pursuant to this paragraph shall show the:

- 1) Purchase order number;
- 2) Project name/description;
- 3) Actual out-of-pocket expenses incurred in the performance of services not to exceed \$5,000.00 for GIS spatial data and photos AND \$5,000.00 for other expenses including printing extra copies of the report; and,
- 4) Other such information as the City may reasonably require.

III. METHOD OF PAYMENT. Payment to Contractor for the compensation specified in Section I, above, shall be made: 1) in one payment of \$65,000 within seven (7) days of approval of contract by the City; and 2) for expenses and GIS work, after the City Manager or designee determines that the billing submitted pursuant to Section II, above, accurately reflects work satisfactorily performed in accordance with the Exhibit "A" Scope of Services. City shall pay Contractor within thirty (30) days therefrom.

EXHIBIT "D"
SCHEDULE OF COMPENSATION

I. **AMOUNT OF COMPENSATION.** For performing and completing all services pursuant to Exhibit "B" Scope of Services, a total amount not to exceed \$125,000.00, payable in two payments of \$62,500.00. First payment will be made within 30 days of the CUP approval by the City; second payment will be made 12 months later.

II. **BILLING.** At the first day of the month following the date of approval by the City of the CUP, and 12 months from that date, Contractor shall submit an invoice for \$62,500 to the City at the following address:

CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602

The invoice submitted pursuant to this paragraph shall show the:

- 1) Purchase order number;
- 2) Project name/description;
- 3) Other such information as the City may reasonably require.

III. **METHOD OF PAYMENT.** Payment to Contractor for the compensation specified in Section I, above, shall be made within thirty (30) days therefrom.

EXHIBIT "E"

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONSULTANTS shall be non-contributory.

General Liability:

a.	General Aggregate	\$2,000,000
b.	Each Occurrence	\$1,000,000
c.	Damage to Premises	\$100,000
d.	Medical Expense (any one person)	\$5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by CONSULTANT under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.

A09-219

*3

**CITY OF WHITTIER
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT, made and entered into this 11th day of March, 2011 by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and COMMUNITY CONSERVATION SOLUTIONS with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, CONSULTANT is a non-profit corporation organized under the laws of the State of California; and

WHEREAS, on or about May 25, 2010, CITY entered into an agreement (the "Agreement") with CONSULTANT to perform certain technical and professional services for CITY related to securing approvals needed from the County of Los Angeles (the "County") for amendment of CITY's Proposition A agreement with the County regarding Puente Hills; and

WHEREAS, on or about August 10, 2010 CONSULTANT filed a Certificate of Amendment of Articles of Incorporation in the Office of the California Secretary of State, changing its name from Community Conservancy International ("CCI") to Community Conservation Solutions ("CCS"); and

WHEREAS, on or about October 27, 2010, a Writ of Mandate and Complaint For Injunctive and Declaratory Relief was filed in the Los Angeles Superior Court by Open Space Legal Defense Fund, naming a number of defendants, including, but not limited to, CITY and CONSULTANT; and

WHEREAS, CONSULTANT was named in said legal action as a result of its work for CITY under the Agreement, and CONSULTANT has and will incur attorney fees and legal costs in defending itself in the aforementioned legal action; and

WHEREAS, when the Agreement was entered into, the cost of defending legal challenges to the Whittier Main Oil Field Development Project ("the "Project") naming CONSULTANT were not anticipated; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to address said contingency.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the Parties hereto agree as follows:

SECTION 1. The Parties hereby amend the Agreement by changing every reference to "Community Conservancy International" or "CCI" in the Agreement to "Community Conservation Solutions" or "CCS," as appropriate.

SECTION 2. The Parties hereby amend Section 11 of the Agreement by adding at the end thereof the following additional indemnity provision:

CITY hereby agrees to protect, indemnify and hold CONSULTANT and its employees, officers, directors and agents (collectively, the "Other Indemnified Parties") free and harmless from any and all claims, demands and causes of action brought to challenge the Project, or any other claim, demand, action or proceeding related to the Project, in which CONSULTANT or any of the Other Indemnified Parties are named as a defendant or are otherwise required to participate, including, but not limited to, the amounts of any judgment, interest, court costs, legal fees, costs and CONSULTANT's and the Other Indemnified Parties' fees calculated on the basis of normal hourly rates related to preparing for and appearing as a witness in any deposition, hearing or other proceeding, costs related to providing, reproducing and sending documents and materials and all other fees and expenses incurred by CONSULTANT or the Other Indemnified Parties in defending against or participating in any proceedings related to the Project. With regard to CONSULTANT's and the Other indemnified Parties' fees related to preparing for and appearing as a witness in any deposition, hearing or other proceeding, said fees are subject to prior approval of CITY, which shall not be unreasonably withheld, and shall be billed at their normal hourly rates, which rates shall be subject to increase on each January 1. This provision is not intended to create any cause of action in favor of any third party against CITY, CONSULTANT or the Other Indemnified Parties, or to enlarge in any way CITY's liability, but is intended solely to provide for indemnification of CONSULTANT and the Other Indemnified Parties for liability, legal expenses and all other fees and expenses related to any challenge or other proceeding related to the Project, including the case of Open Space Legal Defense Fund, *et al.* v. City of Whittier, *et al.*, in which CONSULTANT or the Other Indemnified Parties are named as a defendant or are otherwise required to participate. Notwithstanding the foregoing, CITY shall not be obligated to pay any legal fees, if any, incurred by CONSULTANT or the Other Indemnified Parties in connection with CONSULTANT's special motion to strike pursuant to Section 425.16 of the California Code of Civil Procedure (hereinafter referred to as a "SLAPP Motion to Strike"), or any appeal relating thereto, in the case of Open Space Legal Defense Fund, *et al.* v. City of Whittier, *et al.*

The indemnity CITY is providing CONSULTANT with respect to all claims, demands, causes of action brought to challenge the Project, or

any other claim, demand, action, deposition, hearing or other proceeding related to the Project, shall in no way affect CONSULTANT's indemnity of CITY as set forth in the first paragraph of this Section 11.

CITY shall be responsible for retaining legal counsel in defending or representing itself, CONSULTANT and the Other Indemnified Parties in all claims, demands, causes of action brought to challenge the Project, including the case of Open Space Legal Defense Fund, *et al.* v. City of Whittier, *et al.*, or any other claim, demand, action, deposition, hearing or other proceeding related to the Project; provided, however, that CONSULTANT and the Other Indemnified Parties shall be responsible for retaining legal counsel for CONSULTANT'S SLAPP Motion to Strike, or any appeal relating thereto, in the case of Open Space Legal Defense Fund, *et al.* v. City of Whittier, *et al.* In the event that (i) counsel retained by CITY determines that having common counsel would present such counsel with a conflict of interest, which the Parties do not agree to waive, (ii) CONSULTANT or the Other Indemnified Parties reasonably conclude that there may be legal defenses available to them that are different from or in addition to those available to CITY, or (iii) CITY fails to assume the defense of the action or proceeding on behalf of CONSULTANT and the Other Indemnified Parties, then CONSULTANT and the Other Indemnified Parties shall have the right to retain separate counsel to represent or defend any of them in any such action or proceeding, all costs for which shall be CITY's sole responsibility in accordance with the immediately preceding paragraph.

SECTION 3. The Parties hereby amend the Agreement by adding thereto the following Section:

14. CONFIDENTIALITY

A. Confidential Information.

CONSULTANT and employees of CONSULTANT in the course of their duties under this Agreement may have access to legal, financial, accounting, statistical, and other information that CITY considers to be confidential (collectively, the "Confidential Information"). All Confidential Information shall be prominently labeled "confidential" in writing by CITY, or in the event any Confidential Information does not lend itself to written form (e.g., oral communications, information observed during on-site reviews) shall be documented in a separate writing to CONSULTANT within three (3) business days of the time of such disclosure, which writing shall describe such information and designate such information as "confidential."

CONSULTANT covenants that all such Confidential Information developed or received by CONSULTANT or provided to CONSULTANT for performance of the Agreement is deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY documents and data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section 14 shall survive the termination of this Agreement.

B. Access to Confidential Information.

CONSULTANT shall carefully restrict access to the Confidential Information to those of CONSULTANT's employees who clearly need such access in order to provide services on behalf CITY under this Agreement. CONSULTANT may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that CONSULTANT will take reasonable steps to give CITY sufficient prior notice of that request for CITY to contest that request, requirement or order.

C. Injunctive Relief.

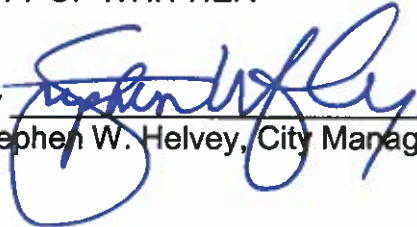
CONSULTANT understands and acknowledges that any disclosure of any of the Confidential Information in violation of this Agreement may cause CITY irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that CITY shall have the right to apply to a court of competent jurisdiction for an order restraining any further disclosure, and for such other relief as CITY shall deem appropriate. This right of CITY shall be in addition to the remedies otherwise available to CITY at law or in equity.

SECTION 4. All other terms, conditions, and provisions of the Agreement, to the extent not modified with this Amendment, shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

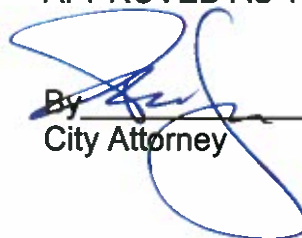
CITY OF WHITTIER

By  3-15-11
Stephen W. Helvey, City Manager /Date

ATTEST:

By  3/24/11
Kathryn A. Marshall, City Clerk /Date

APPROVED AS TO FORM:

By  3/10/11
City Attorney /Date

COMMUNITY CONSERVATION SOLUTIONS

By  3/11/11
Esther Feldman /Date

#4

**CITY OF WHITTIER
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT, made and entered into this 24th day of March 2011, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and COMMUNITY CONSERVATION SOLUTIONS (CCS) with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is a non-profit corporation organized under the laws of the State of California; and

WHEREAS, on or about May 25, 2010, CITY entered into an agreement (the "Agreement") with CONSULTANT to perform certain technical and professional services for CITY related to assessing the compatibility or lack thereof of the use of the City-owned properties secured with the use of Proposition A funds provided to the City for said purpose; and

WHEREAS, on or about March 24, 2011 CONSULTANT and CITY agreed to an Amendment to the Agreement which recognized CONSULTANT's name change from Community Conservancy International (CCI) to Community Conservation Solutions (CCS) and added additional indemnity language and a confidentiality clause to the Agreement; and

WHEREAS, when the Agreement was entered into, the cost of making certain public presentations and the cost of specialty services associated with the work were not anticipated; and

WHEREAS, the Scope of Services (Exhibit "A") is hereby amended to provide for appearance fees, additional meetings and duties, which are in addition to the services outlined in original Scope of Services; and

WHEREAS, due to additional work included in the Scope of Services, the Schedule of Compensation (Exhibit "C") is hereby amended to increase the compensation by \$22,535; and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to address said contingency.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

SECTION 1. The Parties hereby agree to amend Exhibit "A" of the Agreement, which is referred to in Section 6A of the Agreement, by adding an additional Scope of Services as set forth in Exhibit "A" to this Amendment.

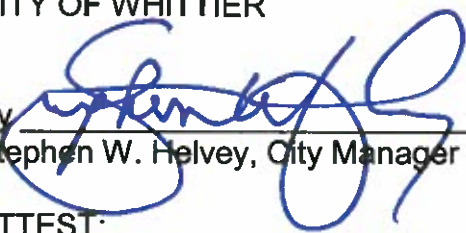
SECTION 2. The Parties hereby agree to amend the Agreement by increasing the dollar amount in the Schedule of Compensation (Exhibit "C"), which is also referred to in Section 6A of the Agreement, by an additional \$22,535, the payment of which is covered in Exhibit "B" hereto, to cover the additional Scope of Services.

SECTION 3. Both Exhibits "A" and "B" attached hereto are incorporated in this Amendment by reference.

SECTION 4. All other terms, conditions, and provisions of the Agreement, to the extent not modified with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

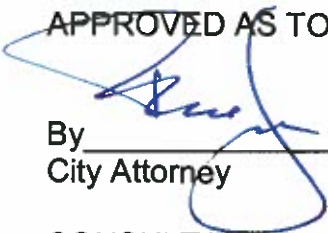
CITY OF WHITTIER

By  4-6-11
Stephen W. Helvey, City Manager /Date

ATTEST:

By  4-6-11
Kathryn A. Marshall, City Clerk /Date

APPROVED AS TO FORM:

By  4-6-11
City Attorney /Date

CONSULTANT:

By  3-31-11
Esther Feldman, President /Date

EXHIBIT "A"
AMENDED SCOPE OF SERVICES

Community Conservation Solutions (CCS) and its representatives shall provide the following services, which are in addition to what is included in the original Scope of Services in the Agreement: (i) provide necessary review/analysis of data and information produced as result of the pending litigation, Open Space Legal Defense Fund, *et al.* v. City of Whittier, *et. al.*, through December 31, 2010, and incorporate into CCS' report; (ii) compile and manage additional data and documents; (iii) review the County of Los Angeles comment letters to Draft EIR; (iv) write, develop and produce a summary of the report for public distribution and print 150 copies; (v) prepare for and present findings in one presentation to the Whittier City Council on a date specified by the City, currently anticipated to be May 10, 2011; and (vi) prepare for the City Council presentation, coordinate and meet with CITY staff (up to six hours), as necessary.

EXHIBIT "B"
AMENDED SCHEDULE OF COMPENSATION

AMOUNT OF COMPENSATION. For performing and completing all services in the Amended Scope of Services (Exhibit A), CONSULTANT shall receive payments not to exceed \$22,535.

II. METHOD OF PAYMENT. Payment to CONSULTANT for the compensation specified in Section I, above, shall be made as soon as practical upon receipt of an invoice from CONSULTANT detailing the work performed.

**CITY OF WHITTIER
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT, made and entered into this 24th day of May 2011, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and COMMUNITY CONSERVATION SOLUTIONS (CCS) with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is a nonprofit corporation organized under the laws of the State of California; and

WHEREAS, on or about May 25, 2010, CITY entered into an agreement (the "Agreement") with CONSULTANT to perform certain technical and professional services for CITY related to assessing the compatibility or lack thereof of the use of the City owned properties secured with the use of Proposition A funds provided to the City for said purpose; and

WHEREAS, on or about March 24, 2011 CONSULTANT and CITY agreed to an Amendment to the Agreement which recognized CONSULTANT's name change from Community Conservancy International (CCI) to Community Conservation Solutions (CCS) and added additional indemnity language and a confidentiality clause to the Agreement; and

WHEREAS, on or about March 24, 2011 CONSULTANT and CITY agreed to an Amendment to the Agreement regarding the scope of services and schedule of compensation; and

WHEREAS, the CITY desires CONSULTANT to perform, and hereby authorizes, the following additional work relating to the report prepared by Community Conservation Solutions for the City of Whittier under the Agreement as last amended:

Review draft comments and proposed changes consisting of approximately 12 pages to determine in general whether the proposed edits and changes can be made to the draft final report and to verbally report to City's legal counsel as to the general conclusion no later than Thursday, May 26th and to follow up with a written summary of the general review, if requested by the City.

At this point, there will be no need for preparation of detailed or itemized written response to the City indicating the changes that can be made. Should City request discussions or further correspondence with the Consultant regarding the authorized work, such discussions as requested by the City will be deemed included in the authorized work.

Prepare a draft in Word format of the Proposition A-related components of the CCS report for the City's review, including related graphics.

The work authorized herein is to be performed by Esther Feldman, President of CCS and will be billed on a time and materials basis at the rate of \$275.00 per hour with a not to exceed amount of \$6,750.00 except for any post-review discussions or further correspondence beyond providing the revised report draft described above, which shall be billed at the same hourly rate for time actually incurred.

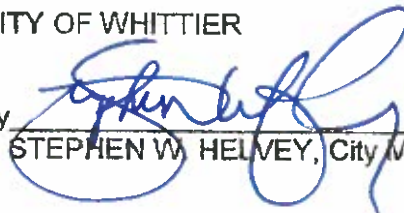
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed with all the formalities required by law on the respective dates opposite their signatures.

Date:

6-22-11

CITY OF WHITTIER

By


STEPHEN W. HELVEY, City Manager

Date:

6-22-11

ATTEST:

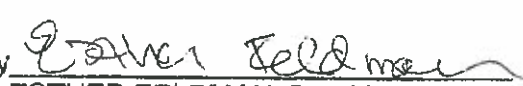
By

 6-22-11
KATHRYN A. MARSHALL, City Clerk-
Treasurer

Date: 6-21-11

CONSULTANT

By


ESTHER FELDMAN, President

**CITY OF WHITTIER
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT, made and entered into this 7th day of July 2011, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and COMMUNITY CONSERVATION SOLUTIONS (CCS) with principal offices at 2554 Lincoln Boulevard, Suite 223, Los Angeles, CA 90291, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is a nonprofit corporation organized under the laws of the State of California; and

WHEREAS, on or about May 25, 2010, CITY entered into an agreement (the "Agreement") with CONSULTANT to perform certain technical and professional services for CITY related to assessing the compatibility or lack thereof of the use of the City owned properties secured with the use of Proposition A funds provided to the City for said purpose; and

WHEREAS, on or about March 24, 2011 CONSULTANT and CITY agreed to an Amendment to the Agreement which recognized CONSULTANT's name change from Community Conservancy international (CCI) to Community Conservation Solutions (CCS) and added additional indemnity language and a confidentiality clause to the Agreement; and

WHEREAS, on or about March 24, 2011 CONSULTANT and CITY agreed to an Amendment to the Agreement regarding the scope of services and schedule of compensation; and

WHEREAS, on or about May 24, 2011, CONSULTANT and CITY agreed to an Amendment to the Agreement regarding review of draft comments and proposed changes to the draft report; and

WHEREAS, the CITY desires CONSULTANT to perform additional work related to the draft report prepared by Community Conservation Solutions for the City of Whittier under the Agreement as last amended.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

SECTION 1. The Parties hereby agree to amend the scope of work of the Agreement, as amended, to include the review of one set of requested changes to the draft final report, discuss changes with City and incorporate changes, as feasible, into final report; provide graphic design, layout and production services for final report; print 40 copies of final report as well as produce and submit a pdf of said report for the City's website; prepare powerpoint and make presentation to City Council; attendance at one additional meeting with City; provide document and project management services, technical support and administration.

SECTION 2. The additional scope of work authorized herein is to be directed by Esther Feldman, President of CCS and performed by CCS staff and consultants.

SECTION 3. The Parties hereby agree to amend the Agreement by increasing the dollar amount of the compensation by an additional \$12,200, to cover the additional Scope of Services.

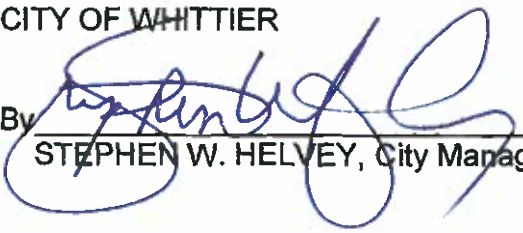
SECTION 4. All other terms, conditions, and provisions of the Agreement and all amendments thereto, to the extent not modified with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed with all the formalities required by law on the respective dates opposite their signatures.

Date:

CITY OF WHITTIER

By


STEPHEN W. HELVEY, City Manager

Date: 7-11-11

ATTEST:

By


KATHRYN A. MARSHALL, City Clerk-Treasurer

Date:

CONSULTANT

7-8-11

By


ESTHER FELDMAN, President