

1 FIRST AMENDMENT TO AGREEMENT NO. 29890

2 **29890**

3 THIS FIRST AMENDMENT TO CONTRACT NO. 29890 is made and  
4 entered, in duplicate, as of September 19, 2007 for reference purposes only, pursuant to  
5 a minute order adopted by the City Council of the City of Long Beach at its meeting held  
6 on September 18, 2007, by and between OVERLAND, PACIFIC & CUTLER, a California  
7 corporation ("Consultant"), whose address is 100 West Broadway, Suite 500, Long  
8 Beach, California 90802, and the CITY OF LONG BEACH, a municipal corporation  
9 ("City").

10 WHEREAS, the parties entered Agreement No. 29890 whereby Consultant  
11 agreed to provide specialized services requiring unique skills to be performed in  
12 connection with acquisition, relocation, property management and site clearance services  
13 on a variety of City projects; and

14 WHEREAS, the parties desire to increase the Agreement amount;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
16 the Agreement and in this First Amendment, the parties agree as follows:

17 1. Section 1.A. of the Agreement is hereby amended in its entirety to  
18 read as follows:

19 "1. A. Consultant shall furnish specialized services more particularly set  
20 forth in Exhibit "A-1", attached hereto and incorporated herein by this reference, in  
21 accordance with the standards of the profession, and City shall pay for said services in  
22 the manner described below, not to exceed \$500,000.00 per year."

23 2. Except as expressly amended in this First Amendment, all terms and  
24 conditions in the Agreement are ratified and confirmed and shall remain in full force and  
25 effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

OVERLAND, PACIFIC AND CUTLER, INC., a California corporation

SEPTEMBER 20, 2007

By [Signature]  
President CEO  
BARRY R. McLANIER  
(Type or Print Name)

September 20, 2007

By [Signature]  
Secretary  
Mark LaBonte  
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

9/25, 2007

By [Signature]  
City Manager

"City"

This First Amendment to Agreement No. 29890 is approved as to form on

9/21, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT "A-1"

## EXHIBIT "A"

### *Overland, Pacific & Cutler, Inc.*

### *Proposed Scopes of Service and Per-Case Rate Schedule*

#### *Relocation Implementation Services*

Consultant will comply with all applicable federal and state laws, rules and regulations relating to relocation assistance and the Agency adopted relocation assistance policies and procedures. The Scope of relocation implementation services includes, but is not limited to, the following:

- A. Conduct the following activities necessary for the effective relocation of *residential occupants*:
1. Conduct personal, on-site interviews of prospective displacees to ascertain relocation housing needs and special requirements.
  2. Inform displaced persons of available relocation assistance services and benefits, and explain relocation process.
  3. Provide displacees with on-going advisory assistance to minimize their hardship, including referrals to and coordination with community service resources, public housing and other public services, as necessary.
  4. Prepare and distribute Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices, as may be required.
  5. Provide written referrals to replacement housing and physically assist displacees in locating replacement housing.
  6. Prepare replacement housing/down payment assistance entitlement reports for displaced households.
  7. Determine eligibility for and proposed amount of relocation benefits, including moving payments, rental/down payment assistance, and replacement housing payments.
  8. Inspect replacement dwellings to determine if they meet "decent, safe and sanitary" requirements.
  9. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to Agency for processing and payment.
  10. Monitor the move to replacement site, as necessary.
  11. Transmit benefit checks and other appropriate payments to claimants.
  12. Maintain necessary case documentation and provide Agency with monthly standard status reports.



B. Conduct the following activities necessary for the effective relocation of *non-residential occupants*:

1. Conduct personal, on-site interviews of prospective displacees to ascertain relocation needs and special requirements.
2. Inform displaced businesses of available relocation assistance services and benefits, and explain relocation process.
3. Prepare and distribute Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices, as may be required.
4. Assist displacees in locating replacement business sites and provide a required number of written referrals to same.
5. Provide on-going advisory assistance to business displacees, including lists of qualified movers and vendors.
6. Prepare specifications for the move and inventory of personal property, insuring thorough coordination with Agency staff and/or legal counsel, that no real property is included on the personal property inventory list.
7. Coordinate the walk-through for a minimum of two bids and move estimates with movers and the displaced business.
8. Monitor the actual move to replacement site and re-establishment activities, as necessary.
9. Determine eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, and fixed payments.
10. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to Agency for processing and payment.
11. Transmit benefit checks and other appropriate payments to claimants.
12. Maintain necessary case documentation and provide Agency with monthly standard status reports.

*Acquisition Services – Fee Owner*

1. Establish and maintain a complete and current record file for each ownership in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of legal counsel.
4. Present written offer to purchase to the appropriate owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements (as applicable).



5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
6. Personally negotiate with the property owners (or their appointed representatives) for the purchase of the required property rights.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions of partial acquisitions or easements to accompany deeds are not included in this Scope of Work.
8. Follow-up and negotiate with each property owner, as necessary, and submit required justifications in writing to the City for review and approval prior to presentation of any settlement offer to the property owner. Ongoing negotiations will continue for 60 days after the initial offer or until we reach settlement or impasse.
9. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Originals or copies of all applicable written correspondence will be maintained in files.
10. Prepare an impasse letter for City staff for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest. City will send final letter based on information and circumstances to be provided by OPC.
11. Transmit executed acquisition documents to City as soon as possible; and
  - a) A brief settlement memorandum, which summarizes, explains, and justifies, as applicable, the pertinent data relative to the transaction.

#### Acquisition Services – Tenant-Interest

1. After the formal offer to purchase is delivered to the underlying property owner, deliver a “tenant notification letter” notifying tenant of their rights in the transaction and informing them of needed quitclaims of interests.
2. Request copy of lease to determine the extent of possessory interest in property to be acquired.
3. Coordinate leasehold value analysis.
4. Participate in and/or facilitate discussions between property owner and tenant regarding apportionment of just compensation, ownership of fixtures and equipment or improvements, and other elements needed to secure tenants voluntary settlement of rights and interests.
5. Prepare purchase agreements and deeds for acquisition of tenants’ rights and property.
6. Present un-apportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.



## Hourly Rate Schedule

OPC is willing to provide all of the needed acquisition and real estate related services to the City of Long Beach based upon the following hourly rate schedule:

### 2007 SCHEDULE OF HOURLY RATES OVERLAND, PACIFIC, & CUTLER, INC.

Corportate Officer, Regional Director	\$130.00 per hour
Sr. Project Manager	\$120.00 per hour
Project Manager	\$109.50 per hour
Senior Acquisition Consultant	\$99.00 per hour
Acquisition Consultant, Analyst	\$88.50 per hour
Real Estate Technician/Escrow Officer/Project Support	\$62.50 per hour
Secreterial/Clerical	\$41.50 per hour

The firm considers photocopying, postage, telephone, facsimile and cellular communication charges as a normal part of doing business. These charges are included in the stated hourly rates. Out-of-pocket expenses, including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier charges, and specialty reproduction will be charged at cost. Subcontracted services (other than those listed above) will also be invoiced at cost.

Any consulting services or advice necessary for appeal, or to support litigation, such as depositions, pre-trial research and court testimony, are not part of our normal fees and shall be invoiced at 1.5 times our hourly rates.

The firm will always provide the most cost effective, appropriate consultant to handle each level of consulting service required to perform the necessary duties.

The above rates are valid for the calendar year <sup>2007</sup>~~2006~~. For subsequent calendar years, the above rates will be increased by the CPI increase in the Long Beach/Los Angeles area.



For preparation of the Relocation Plan, OPC shall provide the final billing for these services upon completion and submittal of the final document. Any consulting services or advice necessary for an appeal, or to support litigation, such as depositions, pre-trial research and court testimony is not part of the estimated fee and shall be billed hourly at the proposed hourly rate schedule. Delays in the project which take the relocation process past six months, split cases or cases requiring the prorating of benefits, uncooperative occupants or those being represented by legal counsel or relocation representatives requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

*Property Management Flat Fees*

<b>Property Management</b>	
One Time Set-up Fee	Fixed fee of \$150.00 per occupied unit
Monthly Management Fee	Fixed fee of \$125 per occupied unit, \$25 per vacant unit or \$500 per month, whichever is greater
Subcontracted Services	Cost of Contractor's invoice/wages

Monthly management fees include the collection of monthly rents; preparation and delivery of required notices; collection of keys and verify abandonment; contract for on-going building and ground maintenance; payment of vendor fees and utility bills; and monthly reporting to the Agency. Services for utility disconnection and meter removal, administering of emergency and unsafe condition repairs, contract of board-up and other security services as units become vacant, and meetings with the Agency or Agency representatives will be billed hourly.

*Program/Project Management Rates*

For Program/Project Management services to meet and/or coordinate with the Agency to discuss the progress of the project, schedule, provide status reports, represent the Agency in meetings with citizen groups, Project Area Committee's, and/or the City/Agency Council and general consulting relative to the project will be billed hourly at the following schedule of hourly rates.





EXHIBIT "B"

*Flat Fee Rates*

Unless identified, most fees assume approximately ten cases being assigned at one time. Larger amounts of cases assigned would generally see a reduction in pricing due to associated economies of scale. Likewise, assignments with fewer cases assigned may require an additional fee. Services not listed will be performed hourly based on the above schedule of hourly rates, or upon receipt of a specific task and scope, a fee could be provided. Any subcontracted services will be submitted separately upon specific tasks and scope of work to be assigned.

*Acquisition Flat Fees*

<b>Acquisition</b>	
Full Take Residential	\$2,900
Full Take Commercial/Industrial	\$3,500
Partial Take – Typical	\$3,500
Acquisition of Tenant Interests (F&E, Leasehold, Goodwill)	\$2,000
Internal Escrows for Part Take & Bulk Sale (1 reconveyance) not including out-of-pocket expenses	\$600

Delays in the project which take the acquisition process past six months, those being represented by legal counsel requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

*Relocation Assistance Flat Fees*

<b>Relocation Assistance Services</b>	
Relocation Plan - 15 Occupants or less	\$2,750
Relocation Plan - 16+ Occupants	\$275 per occupant
Residential Tenant	\$3,000
Residential Owner	\$3,200
Mobile Home Owner	\$3,500
Business (Small Retail/Office)	\$3,500
Business (Commercial/Industrial/Large Retail)	\$4,500 minimum



5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
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9. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Originals or copies of all applicable written correspondence will be maintained in files.
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