



CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 4, 2015 CONSENT CALENDAR

SUBJECT: AUTHORIZE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING, INC., FOR PLAN REVIEW SERVICES.

FROM: David H. Ready, City Manager

BY: Department of Building & Safety

SUMMARY

The City Council will consider an amendment to a Professional Services Agreement with RKA Consulting group for Plan Review Services.

RECOMMENDATION:

1. Approve Amendment No. 1 to Agreement No. A6208 with RKA Consulting Group, Inc., for building and safety plan review services to extend the term of the agreement for three (3) years, at the stated rates; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On February 12, 2012, the City entered into an agreement with RKA Consulting Group to provide professional building and safety plan review services. Occasionally, developers request an alternative consultant to perform building plan check services; this agreement provides that alternative choice.


The original agreement called for an annual renewal and contained a maximum compensation not to exceed twenty four thousand dollars. Compensation for the services is based on a pass through system where the City collects a fee for the plan review and then pays eighty percent of that fee to the consultant.

Placing a set maximum amount on the agreement is not realistic, since the construction market tends to be unpredictable and the total amount spent for plan review services can change quickly.

The proposed amendment would remove the contract maximum placed on the Agreement and would also extend the services for three years. However, the City may terminate the agreement with 30-days written notice

FISCAL IMPACT:

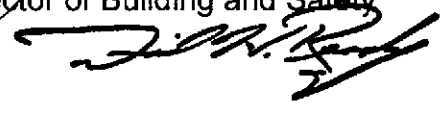
There is no fiscal impact. Fees collected from the development community are passed through to the consultant at a rate of eighty percent.



JAMES ZICARO
Director of Building and Safety



MARCUS FULLER
Assistant City Manager/City Engineer



DAVID H. READY
City Manager

Attachments:

Amendment to Professional Services Agreement

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
RKA CONSULTING GROUP, INC

THIS FIRST AMENDMENT to the Professional Services Agreement No. A6208 for RKA Consulting Group, Inc, made and entered into and to be effective on the 4th day of February, 2015 by and between the City of Palm Springs, a California charter city, a municipal corporation (hereinafter referred to as the City), and RKA Consulting Group, Inc, a California Corporation (hereinafter referred to as Consultant) collectively, the "Parties".

RECITALS

A. City and Consultant previously entered into a professional services agreement for Building Plan Review Services, which was made and entered into on February 20, 2012 (the "Agreement").

B. Section 4.4 of the Agreement provides that the Agreement may be extended by mutual written agreement of the Parties.

C. City and Consultant desire to amend the Agreement by extending the term through February 28, 2018 and to eliminate the not to exceed provision.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.1 of the Agreement, entitled "Compensation of Consultant, Section 3.1 of the Agreement is amended to read:

3.1 Compensation to Consultant. Consultant shall be compensated and reimbursed for services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A".

2. Amendment to Section 4.4 of the Agreement, entitled "Term", Section 4.4 of the Agreement is amended to read:

4.4 Term. Unless terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect from the date of

execution by the City and shall end on February 28, 2018, unless extended by mutual written agreement of the Parties.

3. Full Force and Effect. All terms, conditions, and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

4. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into of this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates stated below.

CITY OF PALM SPRINGS
A California Charter City

RKA Consulting Group, Inc.
A California Corporation

David H. Ready, Esq., Ph.D
City Manager

By:
Its:

ATTEST:

James Thompson
City Clerk

By:
Its:

APPROVED AS TO FORM:

Douglas C. Holland
City Attorney

PROFESSIONAL SERVICES AGREEMENT

RKA Consulting Group, Inc.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into on February 20, 2012, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and RKA Consulting Group, Inc., a California corporation, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City requires the professional services of qualified firms and personnel to provide form time to time building and plan review services for on-site development including without limitation grading, zoning, and building review as determined necessary and assigned by the Building Official of the City ("Project").

B. Consultant has submitted to City a proposal to provide building and safety plan review services to City under the terms of this Agreement.

C. Consultant represents that it is fully qualified to perform the professional services described in this Agreement by virtue of its experience and the training, education, and experience of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such professional services in accordance with the terms and conditions set forth in this Agreement.

D. City desires to retain the services of Consultant for the Project.

In consideration of these promises and mutual agreements, City agrees as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional building and safety plan review services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated by reference (the "services" or "work"). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in accordance with professional standards of Consultant's profession and in a manner reasonably satisfactory to the Building Official. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

1.2 Compliance with Law. Consultant services rendered under this Agreement shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform act (Government Code Section 81000 *et seq.*).

DUPLICATE
ORIGINAL

Revised: 6/16/10

05

1.3 **Licenses and Permits.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including a City business license prior to commencing performance under this Agreement.

1.4 **Conflicts of Interests.** During the term of this agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement date if both (1) such work would require Consultant to abstain from a decision under this agreement pursuant to a conflict of interest statute and (2) the City has not consented in writing to Consultant's performance of such work.

1.5 **Familiarity with Work.** By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

2. **TIME FOR COMPLETION**

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule or schedules of performance set forth in Exhibit "A." Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. **COMPENSATION OF CONSULTANT**

3.1 **Compensation of Consultant.** Consultant shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$24,000.00.

3.2 **Method of Payment.** In any month in which Consultant wishes to receive payment, Consultant shall submit to City an invoice for services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated in the invoice that are approved by the Building Official and consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 **Changes.** In the event any change or changes in the Scope of Services/Work is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees, if any. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

3.4 **Appropriations.** This Agreement is subject to, and contingent upon, funds being appropriated by the City Council of City for each fiscal year. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. **PERFORMANCE SCHEDULE**

4.1 **Time of Essence.** Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance.** All services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Building Official.

4.3 **Force Majeure.** The time for performance of services to be rendered under this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, if Consultant notifies the Building Official within ten (10) days of the commencement of such condition. Unforeseeable causes include, but are not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather. After Consultant notification, the Building Official shall investigate the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if, in the Building Official's judgment, such delay is justified. The Building Official's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term.** Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of one year, commencing on February 20, 2012, and ending on February 28, 2013, unless extended by mutual written agreement of the parties.

4.5 **Termination Prior to Expiration of Term.** City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services except such as may be specifically approved by the Building Official. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Building Official after such notice. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act and make all decisions in its behalf with respect to the specified services and work: Raymond Tao, Director of Building and Safety. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services under this Agreement. The foregoing principal may not be changed by Consultant without prior written approval of the Building Official.

5.2 Building Official. Consultant shall be responsible for keeping the Building Official fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Building Official. Unless otherwise specified, any approval of City shall mean the approval of the Building Official.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform any services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Consultant is, and at all times shall remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required, except as otherwise specified. Consultant shall perform all required services as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Notwithstanding any provision to the contrary as provided in this Section 5.4, when performing regulatory enforcement duties, as may be required under this Agreement, the Consultant and Consultant's staff, are subject to the provisions of the City's building and safety codes. For the limited purpose of performing enforcement duties under the Agreement, Consultant and/or Consultant's staff is an "employee" under the California Government Code Section 810.2 and is subject to the applicable immunities to the extent allowable under the law.

5.5 Personnel. Notwithstanding any provision to the contrary, the Building Official shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

6. **INSURANCE**

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

7. **INDEMNIFICATION**

7.1 **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance of its professional services under this Agreement or are in any way attributable to, in whole or in part, to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including without limitation officers, agents, employees, or subcontractors of Consultant. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

B. The Consultant shall require each of its subcontractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in subsection 7.1 in favor of the Indemnified Parties. In addition, Consultant shall require all sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Building Official.

8. **RECORDS AND REPORTS**

8.1 **Reports.** Consultant shall periodically prepare and submit to the Building Official reports concerning the performance of the services required by this Agreement, or as the Building Official shall require.

8.2 **Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Building Official to evaluate the performance of such services. The Building Official shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City. Consultant shall deliver all above-referenced documents to City upon request of the Building Official or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials. Consultant may retain copies of such documents for Consultant's own use. Consultant shall have an unrestricted right to use the concepts embodied in such documents.

8.4 **Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Building Official.

8.5 **Cost Records.** Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies shall be promptly furnished to City upon request.

9. **ENFORCEMENT OF AGREEMENT**

9.1 **California Law.** This Agreement shall be construed and interpreted both as to validity and to 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 Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 **Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

9.3 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

9.4 **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. 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.

9.5 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

10. **CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

10.1 **Non-Liability of City Officers and Employees.** No officer or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 **Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

10.3 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. **MISCELLANEOUS PROVISIONS**

11.1 **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either party may change its address by notifying the other party of the change of address in writing.

To City:

City of Palm Springs
Attention: Building Official/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Consultant:

RKA Consulting Group, Inc.
Attention: Raymond Tao
398 Lemon Creek Drive, Suite E
Walnut, CA 91789

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and supersedes all other written agreements.

11.3 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

11.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties.

11.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

11.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

11.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

11.8 Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 3/06/12 before me, NATALIE ANNETTE VINALES, Notary Public

personally appeared DOMINIC C. MILANO & DAVID G. GILBERTSON



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Natalie Annette Vinales

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT - PALM SPRINGS

Document Date: FEBRUARY 20, 2012 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: DOMINIC C. MILANO

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: DAVID G. GILBERTSON

- Individual
- Corporate Officer — Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

Date: 4.28.12

By: [Signature]
David H. Ready
City Manager

APPROVED BY CITY MANAGER

the \$24000.00 Al208

APPROVED AS TO FORM:

ATTEST

By: [Signature]
Douglas C. Holland,
City Attorney

By: [Signature]
James Thompson,
City Clerk 04/23/2012

"CONSULTANT"
RKA Consulting Group, Inc.

Date: 3/6/12

By: [Signature]
DOMINIC C MILANO

PRESIDENT

Date: 3/6/12

[Signature]
DAVID G. GILBERTSON

VICE PRESIDENT

Not To Exceed \$ 25,000.00
Without The Express Written
Authorization Of The City
Manager.

DUPLICATE
ORIGINAL
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