

This Agreement is entered into in the State of California by and between the Successor Agency to the Redevelopment Agency of the County of San Bernardino, hereinafter called the Agency, and STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation, hereinafter called Attorneys or Bond Counsel.

WHEREAS, Agency has determined that it is in the best interest of Agency to retain Bond Counsel to provide bond counsel services related to (a) proposed issue of tax allocation refunding bonds for the Agency's San Sevaine Redevelopment Project Area (the "San Sevaine Bonds") and (b) a proposed issue of tax allocation refunding bonds for the Agency's Cedar Glen Disaster Recovery Redevelopment Project Area (the "Cedar Glen Bonds" and, together with the San Sevaine Bonds, the "Bonds") upon the terms and conditions hereinafter set forth; and,

WHEREAS, Attorneys have special skills, knowledge, experience and expertise in the area of bond counsel necessary to effectively advise, assist, and otherwise represent the Agency on such matters and have represented that it is ready, willing, and able to perform said legal work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Representation of Agency.**

a. Agency hereby retains the services of Attorneys to advise, represent and assist in the representation of the Agency, its officers and employees in the matters referred to above in the first WHEREAS clause. The County retains Bond Counsel to provide, and Bond Counsel agrees to provide, legal services in connection with the Bonds. Such services shall include the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of the Bonds to the effect that:

1. The Bonds have been properly authorized and issued and are valid and binding obligations; and
2. Interest on the Bonds is exempt from California personal income taxation and interest on the Cedar Glen Bonds is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include:

- i. Researching applicable laws and ordinances relating to the Bonds and the Project Areas;
- ii. Attending conferences and consulting with County staff and County Counsel regarding such laws, and the need for amendments thereto, or additional legislation;
- iii. Participating in meetings, conferences or discussions with any municipal advisors, underwriters, disclosure counsel, or other experts retained by the County with respect to the Bonds and the security for the Bonds; Supervising and preparing documentation of the steps to be taken with respect to the issuance of the Bonds, including:
 - a. Drafting all resolutions, notices, rules and regulations, agreements and other legal documents required for the issuance of the Bonds, and all other documents relating to the security of the Bonds, in consultation with the Agency, its counsel, municipal advisor, underwriter, disclosure counsel, and other experts;
 - b. Preparing the record of proceedings for the authorization, sale and issuance of the Bonds;
 - c. Assisting in the preparation of the portions of the official statement or placement memorandum for the sale of the Bonds which relate to the terms of the Bonds and the firm's legal opinion delivered with respect to the Bonds;
 - d. Reviewing the purchase contracts or the bidding documents relating to the sale

of the Bonds and participating in the related negotiations;

- e. Participating in meetings and other conferences scheduled by the Agency, the Agency's municipal advisor or the underwriter;
- f. Consulting with prospective purchasers, their legal counsel and rating agencies;
- g. Consulting with counsel to the Agency concerning any legislation or litigation which may affect the Bonds, the security for the Bonds, or any other matter related to the issuance of the Bonds;
- h. Consulting with any trustee or fiscal agent for the Bonds and their counsel;
- i. Preparing the form of the Bonds, and supervising their production or printing, signing, authentication and delivery;
- j. Rendering the final approving opinion as to the validity of the Bonds for use and distribution upon their issuance; and
- k. Rendering a legal opinion to the underwriter or purchaser of the Bonds as to the applicability of the registration requirements of federal securities laws and the fair and accurate nature of those portions of the Official Statement described in (c) above.

b. Special Services

"Special Services" are defined for purposes of this Agreement as services in addition to the services outlined in Section a above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of bond documents or agreements and special studies or analyses. Special Services must be authorized in writing by an authorized representative of the Agency.

c. It is understood that Attorneys, in Attorneys' performance of any and all duties under this Agreement, except as otherwise specifically provided in this Agreement, have no authority to bind Agency to any agreements or undertakings.

d. In the performance of all services under this Agreement, Attorneys shall be, and acknowledge that Attorneys are, in fact and law, independent contractors and not agents or employees of Agency. Attorneys have and retain the right to exercise full supervision and control of the manner and methods of providing services to Agency under this Agreement. Attorneys retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting Attorneys in the provision of services under this Agreement. With respect to Attorneys' employees, if any, Attorneys shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

2. Performance of Services and Hourly Rates.

a. Attorneys shall prepare and submit case reports or other status reports and recommendations in the form and manner as requested by County Counsel. Attorneys understand that the County Counsel's Office uses Microsoft WORD ("WORD") for all written work products. In order that all written work products of Attorneys in regard to this Agreement are compatible with the County Counsel's system, Attorneys shall produce all written work products using the same WORD or such other word processing system that the County Counsel agrees is readily converted by WORD.

b. Attorneys shall only assign persons to perform services under this Agreement who are approved by the County Counsel and when feasible Attorneys will use lower compensated personnel in order to reduce the costs of

services to Agency. Vanessa S. Legbandt and Carol L. Lew shall be the lead attorneys, supervise all Attorneys' work under this Agreement, and be the point of contact between the Attorneys and County Counsel on all matters under this Agreement. The persons listed in Exhibit "A", Standard Hourly Billing Rates, may perform services under this Agreement. The hourly rate for each of the listed attorneys and other persons who may be approved to work under this Agreement shall not exceed the rates listed on Exhibit "A", Standard Hourly Billing Rates. The County Counsel may approve an amendment to this Agreement to authorize other attorneys or other persons to work for Attorneys under this Agreement and to authorize changes to the rates listed on Exhibit "A", Standard Hourly Billing Rates.

c. Attorneys may charge Agency for the time spent on telephone calls relating to services under this Agreement, including calls with County Counsel, opposing counsel, court personnel, experts, attorneys and witnesses. Attorneys' legal personnel assigned to perform services under this Agreement may confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the covered matters, with County personnel, and with attorneys and other persons who may have information regarding such matters, as required. When they do confer, each of the Attorneys' legal personnel reasonably required to so confer may charge for the time expended. Likewise, if more than one of the Attorneys' legal personnel is reasonably required to attend a meeting, court hearing, or other proceeding, each may charge for the time spent. Attorneys may charge for waiting time in court and elsewhere and for travel time, both local and out of town, provided that they do not charge the County for any such time when they are also providing services for other clients.

d. Attorneys shall not, without the consent of the County Counsel, communicate any information they reasonably believe is confidential information, whether designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

e. The Agency agrees to pay Bond Counsel, but only from the sources of funds specified below, the following amounts as compensation for services rendered by Bond Counsel under this Agreement:

1. For the services to be rendered relating to the issuance of the San Sevaire Bonds, it is agreed that Bond Counsel will be paid a fee of \$70,000 for the issuance of the San Sevaire Bonds if only the San Sevaire Bonds are issued, to be payable at the closing of the San Sevaire Bonds. For the services to be rendered relating to the issuance of the Cedar Glen Bonds, it is agreed that Bond Counsel will be paid a fee of \$70,000 for the issuance of the Cedar Glen Bonds if only the Cedar Glen Bonds are issued, to be payable at the closing of the Cedar Glen Bonds. If both the San Sevaire Bonds and the Cedar Glen Bonds are issued, it is agreed that Bond Counsel will be paid a total fee of \$105,000 for the issuance of both the San Sevaire Bonds and the Cedar Glen Bonds, to be payable at the closing of such financings.

The fee schedule set forth above assumes that the Bonds will be issued within one year from the date of this Agreement. In the event the Bonds are not issued within that time, Bond Counsel reserves the right to make such modifications to the foregoing schedule as the Agency and Bond Counsel agree, as justified by reason of increased cost to Bond Counsel and the then prevailing fee schedule for bonds such as the Bonds.

2. In the event Bond Counsel is requested to perform special services as set forth in Section 1.B above, Bond Counsel will be paid fees at the hourly rates set forth in Exhibit A, or in such other manner as is mutually acceptable to the Agency and Bond Counsel. Such fees will be billed monthly and shall be payable within sixty (60) days following the receipt of each invoice.

f. All written and electronic communications with the County, including invoices and billings, shall be conspicuously marked "Confidential - Attorney Client Communication".

3. **Coordination of Services.** Attorneys shall consult with the County through the County Counsel concerning all substantive positions and procedural steps to be taken by Attorneys in the course of advice and representation pursuant to this Agreement.

4. **Billing.** If applicable, Attorneys shall submit monthly statements to County Counsel for fees and costs for services performed under this Agreement. Such monthly statements shall indicate the services performed, the person(s) performing the services and provide an accounting of work time spent, and costs and expenses for which payment

is requested under this Agreement. Additionally, such statements requesting reimbursement for costs and expenses must include sufficient back-up documentation, such as invoices or receipts, to support the cost or expense claimed. In the event Attorneys perform services on more than one case or matter under this Agreement, Attorneys shall separately account for work time spent, and costs and expenses for each different case or matter. Fees will be charged in one-tenth hour increments. Subject to Paragraph 10, County's Legal Billing Review, County shall pay Attorneys' fees and expenses within a reasonable time after receipt of billings. Attorneys understand that County employees are public servants that do not require client development and Attorneys shall not charge County for any client development costs. Attorneys shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Attorneys' designated checking or other bank account. Attorneys shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

5. **Term and Termination.** This Agreement shall commence on the date it is approved by the Agency and shall remain in full force and effect until terminated as follows: Agency reserves the right in its sole discretion to terminate this Agreement at any time County Counsel deems necessary or advisable upon ten (10) days notice to the Attorneys. In order that the Agency may have sufficient time to obtain replacement counsel, Attorneys reserve the right in their sole discretion to terminate this Agreement at any time Attorneys deems necessary or advisable upon thirty (30) days notice to the Agency. Upon receipt or giving of such notice of termination, Attorneys shall provide no further services to Agency without specific request or authorization of the County Counsel. Services of Attorneys hereunder shall not be deemed terminated until Attorneys have had an opportunity to, and upon receipt or giving of such notice of termination Attorneys are hereby authorized to, obtain leave of court to withdraw from any court proceeding concerning which Attorneys are attorney of record for County. In the event of any termination of this Agreement, Attorneys shall immediately provide County Counsel with all materials, documents and work product related to services performed under this Agreement that have not previously been provided to County Counsel. All such materials, documents and work product related to services performed under this Agreement are and shall remain the property of the Agency. Unless otherwise directed by the County Counsel, Attorneys may retain copies of such items.

Bond Counsel's representation of the Agency will be considered terminated at the earlier of (i) the Agency's termination of its representation, (ii) Bond Counsel's withdrawal from its representation of the Agency, or (iii) the substantial completion by Bond Counsel of its substantive work for the Agency. Unless Bond Counsel has been specifically engaged to perform Special Services related to the Bonds after their execution and delivery, Bond Counsel's representation of Agency with respect to the Bonds shall terminate on the date of execution and delivery of the Bonds.

6. **No Assignment.** The experience, skill and expertise of Attorneys are of the essence to this Agreement. Attorneys shall not assign (whether by assignment or novation) this Agreement or delegate their duties hereunder in whole or in part or any right of interest hereunder without the prior consent of County Counsel.
7. **Amendment.** This Agreement may be amended or modified only by agreement signed by each of the County Counsel and the Attorneys, and a failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.
8. **Prior Approval.** Unless otherwise instructed by County Counsel, Attorneys must obtain the prior approval of County Counsel concerning the following:
- a. Retention of any consultant or expert witness to assist with this matter;
 - b. Making any settlement proposal on County's behalf;
 - c. Filing any action, response or motion;
 - d. Scheduling any deposition;
 - e. Undertaking research of more than twelve (12) hours on any particular issue; and,
 - f. Any expense item exceeding Five Hundred dollars (\$500.00).
9. **Copies of Work Attorneys Will Provide to County.** Attorneys must promptly provide County Counsel with copies of all:
- a. Pleadings and legal memoranda prepared in connection with any County matter hereunder;

- b. Court rulings; and,
- c. Significant correspondence and information related to any County matter hereunder, specifically including, but not limited to responses to the County or independent auditors concerning pending or threatened litigation and/or unasserted claims and assessments.

10. **County's Legal Billing Review.** County shall have the right to review and audit all billing statements prior to or after payment to Attorneys. This review may include, but not be limited to County Counsel's:

- a. Determination that the hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that the bill is clearly divided into billing rate categories based on hours worked on each activity for each day by each attorney/person and costs which Attorneys have advanced to witnesses, consultants and experts, depositions, transcript expenses, and other reimbursable expenses; and,
- d. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If County Counsel determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, County Counsel shall either return the bill to Attorneys with a request for explanation or adjust the payment accordingly, and give notice to Attorneys of the adjustment.
- e. The County Counsel and other authorized County representatives shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Attorneys in the delivery of services provided under this Agreement. Attorneys shall cooperate with the County Counsel and other authorized County representatives in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County Counsel and other authorized County representatives. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County Counsel and other authorized County representatives for a period of three years after final payment under the Agreement or until all pending County audits are completed, whichever is later.

11. **Costs and Expenses.** Attorneys shall bill for their costs and expenses on a pass-through basis as an advance by Attorneys and without any profit or other mark-up. In no event will reimbursable expenses exceed \$2,500 per series of Bonds.

a. **Reimbursable ordinary costs and expenses** shall be limited to:

- 1. Deposition fees;
- 2. Transcript fees;
- 3. Process service;

b. **Reimbursable extraordinary costs and expenses** shall include charges for which Attorneys have obtained County Counsel's prior approval. Such expenses shall be limited to:

- 1. Consultants, investigators and experts, their travel, lodging and meals;
- 2. Witnesses, their travel, lodging and meals;
- 3. Attorneys out of local area travel, lodging and meals;
- 4. Any expense item estimated to equal or exceed Five Hundred dollars (\$500.00).

c. **Non-reimbursable costs and expenses** shall include, but not be limited to:

- 1. Rent, utilities, word processing, couriers, telephone charges, office supplies, support staff, local area travel, lodging and meal expenses, alcoholic beverages of any kind (beer, wine, etc.), Westlaw, Lexis or other provider charges for legal research, postage, faxes and photocopying/document reproduction costs of any type;
- 2. Charges for time spent to provide necessary information for monthly billing statements and County audits or billing inquiries; and,

3. Charges for work performed and otherwise reimbursable extraordinary costs and expenses which had not been authorized by County Counsel. Such work and costs/expenses shall be a gratuitous effort by Attorneys.

d. The "local area" is defined as any place within fifty (50) miles of any Attorneys' office and any place within the southern California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

12. **County Counsel's Authority.** Except as specifically limited herein to the County's Board of Supervisors or otherwise, the County Counsel shall have the authority to exercise all County rights and authority under this Agreement. Additionally, the Chief Assistant County Counsel and any Principal Assistant County Counsel may approve reimbursable costs and expenses under Subparagraph 11b, above.

13. **Notices.** All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

Attorneys: STRADLING YOCCA CARLSON & RAUTH,
A Professional Corporation
Vanessa S. Legbandt
660 Newport Center Dr. Suite 1600
Newport Beach, CA 92660

County: Michelle D. Blakemore, County Counsel
County Government Center
385 North Arrowhead Avenue, 4th Floor
San Bernardino, California 92415-0140

or at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) County business days after mailing.

14. **Conflicts.**

a. Attorneys shall not undertake the representation of any client in the pursuit of any claim against the Agency or the County of San Bernardino without first obtaining a waiver and consent from the Agency and/or County of San Bernardino. Attorneys shall disclose any conflict circumstance to County Counsel and obtain any needed approval or waiver by Agency and/or County and its officers. Any document evidencing such disclosure and any document evidencing such approval or waiver shall be deemed to be a part of this Agreement.

b. Attorneys have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Attorneys agree that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving notice thereof. Attorneys shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

c. Bond Counsel represents many of the underwriters of California municipal bonds. The Agency hereby agrees that such representation of municipal underwriters on matters not related to the Bonds is not a conflict of interest that requires written consent, but the Agency, nonetheless, provides its informed written consent to such representation of such underwriters by Bond Counsel on matters not related to the Bonds.

15. **Hold Harmless and Insurance.**

a. **Indemnification** – Attorneys agree to indemnify, defend (with counsel reasonably approved by County Counsel) and hold harmless Agency and the County of San Bernardino and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Agency or County on account of any claim except where such indemnification is

prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Attorneys' indemnification obligation applies to Agency and County's "active" as well as "passive" negligence but does not apply to Agency and County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Notwithstanding the foregoing provisions of this Section 15(a), Attorneys' shall have no duty to defend, indemnify, and hold harmless the Indemnitees under this Section 15(a) so long as Attorneys maintain in effect errors and omissions insurance as required by this paragraph. Attorneys agree to maintain errors omissions insurance in an amount not less than twenty-five million dollars (\$25,000,000) per claim throughout the term of this Agreement.

b. Insurance - Attorneys agree to provide insurance set forth in accordance with the requirements herein. If Attorneys use existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Attorneys agree to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, Attorneys shall have a State approved Self-Insurance Program to the levels identified herein or shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of Attorneys and all risks to such persons under this Agreement.

If Attorneys have no employees, Attorneys may certify or warrant to County that they do not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Commercial/General Liability Insurance – Attorneys shall carry General Liability Insurance covering all operations performed by or on behalf of Attorneys providing coverage for both bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment
- b) Products and completed operations
- c) Broad form property damage (including completed operations)
- d) Explosion, collapse and underground hazards
- e) Personal injury
- f) Contractual liability
- g) \$2,000,000 general aggregate limit

Automobile Liability Insurance –

The Attorneys own no autos, therefore a Designated Insured for Covered Autos endorsement to the General Liability policy described above will be provided.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and two million dollars (\$2,000,000) aggregate limits or Errors and Omissions Liability Insurance with limits of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate limits or Directors and Officers Insurance coverage with limits of not less than one million dollars (\$1,000,000) shall be required for agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for County to vicarious liability but shall allow coverage for County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Attorneys shall require the carriers of required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Attorneys and their employees or agents from waiving the right of subrogation prior to a loss or claim. Attorneys hereby waive all rights of subrogation against County.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by County.

Severability of Interests – Attorneys agree to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Attorneys and County or between County and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”. The County and County Risk Management acknowledge and agree that the Firm’s Professional Liability coverage is not required to, and does not, have a “Best Insurance Guide rating.”

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Attorneys or County payments to Attorneys will be reduced to pay for County purchased insurance.

c. Proof of Coverage Attorneys shall furnish Certificates of Insurance to the County evidencing the insurance coverage at the time the Agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County, and Attorneys shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Attorneys shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

d. Insurance Review Insurance requirements are subject to periodic review by County. The County's Risk Manager, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if Risk Management determines that heretofore

unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager, or designee, is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Attorneys agree to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of County.

16. **Arbitration.** Arbitration shall be limited to any controversy or claim between the parties concerning Attorneys' billing for professional fees, costs and expenses, and shall be arbitrated under the system and procedures established for such arbitration pursuant to California Business and Professions Code sections 6200 et seq. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. Such arbitration award will be final and binding upon the parties hereto.
17. **Legal Fees, Costs and Expenses.** If any arbitration or legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs, expenses and attorneys' fees. This paragraph shall not apply to those costs, expenses and attorneys' fees directly arising from any third party legal action against a party hereto and payable under paragraph 15, **Hold Harmless and Insurance.**
18. **Reserved.**
19. **Venue.** The parties acknowledge and agree that this Agreement was entered into and intended to be performed primarily in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
20. **Former County Officials.** Attorneys agree to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent Attorneys. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Attorneys. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
21. **Exhibits.** All exhibits referred to are attached to this Agreement and incorporated by reference.
22. **Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California without reference to any choice of laws provision.
23. **Improper Consideration.** Attorneys shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by County. The County, by notice, may immediately terminate this Agreement or any County contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the County with respect to the proposal and award process of this Agreement or any County contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any County contract has been awarded. Attorneys shall immediately report any attempt by any County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Attorneys. The report shall be made to the County Counsel, the supervisor or manager

charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

24. **Material Misrepresentation.** If during the course of the administration of this Agreement, the County determines that the Attorneys have made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.
25. **Licenses and Permits.** Attorneys shall ensure that they have all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to perform the services under this Agreement. The Attorneys shall maintain these licenses and permits in effect for the duration of this Agreement. Attorneys will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Agreement.
26. **Consent.** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.
27. **Contract.** The above terms and conditions constitute the complete agreement between the parties hereto. This Agreement was jointly prepared by both parties and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, the Attorneys have caused their name to be hereunto subscribed by their proper officer thereunto duly authorized.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE COUNTY
OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

STRADLING YOCCA CARLSON & RAUTH
a Professional Corporation
*(Print or type name of corporation, company,
contractor, etc.)*

By
►
(Authorized signature - sign in blue ink)

Name Vanessa S. Legbandt

(Print or type name of person signing contract)

Title Vice President/Shareholder

(Print or Type)

Dated: _____

Address 660 Newport Center Drive, Suite 1600

Newport Beach, CA 92660

Exhibit "A"

Standard Hourly Billing Rates

Senior Shareholders	\$500
Junior Shareholders	\$450
Associates:	\$350
Paralegals:	\$140