

AGREEMENT FOR LEGAL SERVICES FOR DISCLOSURE COUNSEL

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 Jones Hall, A Professional Law Corporation, hereinafter called Attorneys.

WHEREAS, Agency proposes to refinance the outstanding \$16,945,000 Redevelopment Agency of the County of San Bernardino (San Sevaire Redevelopment Project) Tax Allocation Bonds, 2010 Series A (Taxable) and \$13,605,000 Redevelopment Agency of the County of San Bernardino (San Sevaire Redevelopment Project) Tax Allocation Bonds, 2010 Series B (Taxable Recovery Zone Economic Development Bonds) (collectively, the “2010 San Sevaire Bonds”) by the issuance of a series of refunding bonds (the “2020 San Sevaire Bonds”); and,

WHEREAS, the Agency proposes to also finance the outstanding \$5,750,000 Redevelopment Agency of the County of San Bernardino Cedar Glen Disaster Recovery Project Area ax Allocation Bonds, Series 2010 (the “2010 Cedar Glen Bonds”), by the issuance of a series of refunding bonds (the “2020 Cedar Glen Bonds”), and together with the 2020 San Sevaire Bonds, the “Bonds,” and each a “Series of Bonds”); and

WHEREAS, Attorneys have special skills, knowledge, experience and expertise in the area of Disclosure Counsel in connection with the sale of the Bonds and Attorneys are willing to provide such services.

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 in the matters referred to above in the first WHEREAS clause.

Attorneys shall provide legal services in connection with the preparation of Official Statement for each Series of Bonds (collectively the “Official Statements”) to be used in connection with the offering and sale of the respective Series of Bonds. Such services shall include the following:

- i. Prepare an Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of each Series of Bonds.
- ii. Confer and consult with the officers and administrative staff of the Agency as to matters relating to the Official Statement.
- iii. Attend all meetings of the Agency and any administrative meetings at which the Official Statements are to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statements, or when specifically requested by the Agency to attend.
- iv. On behalf of the Agency, review the bond purchase contracts pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the Agency for each Series of Bonds and of other material or obligated persons to assist the underwriter with complying with the provisions of SEC Rule 15c2-12.

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- v. Subject to the completion of proceedings to the satisfaction of Attorneys, and subject to the scope of services described in this Agreement for Legal Services, for each Series of Bonds, provide a letter of Attorneys addressed to the Agency and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the applicable Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the applicable Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, information about any bond insurance policy, debt service reserve policy and the issuer of such policies, and information concerning the Depository Trust Company and the book-entry system for the applicable Series of Bonds, contained or incorporated by reference in the applicable Official Statement and the appendices to such Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the applicable Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

b. 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.

c. 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. **Duties of Agency.**

a. During the course of this Agreement, Attorneys will rely on Agency to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security, including all information "material" to such matters (as such term is defined under federal securities laws) and all other documents deemed necessary by Attorneys. Attorneys understand that Agency will direct staff members to cooperate with Attorneys in this regard.

b. Based on the current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, the services set forth under Section 1, and the time anticipated devoted to the financing, Attorneys shall be paid compensation in the amount

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of \$35,000 for each Series of Bonds. Attorneys' fee with respect to a Series of Bonds may change if (i) the principal amount of such Series of Bonds actually issued differs significantly from the amount stated above, (ii) unusual or unforeseen circumstances arise which require a significant increase in Attorneys' time or responsibility. If, at any time, Attorneys believe that circumstances require an adjustment of the original fee, Attorneys will advise of those circumstances, and, if agreed upon, prepare and provide an Amendment to this Agreement. Payment of fees shall be entirely contingent, shall be due and payable upon the delivery of the applicable Series of Bonds and shall be payable solely from the proceeds of such Series of Bonds and from no other funds of the Agency. The fee is not set by law but is negotiable between Attorneys and Agency.

3. **Performance of Services.**

a. Attorneys shall prepare 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. Juan M. Galvan shall be the lead attorney, 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 County Counsel may approve an amendment to this Agreement to authorize other attorneys or other persons to work for Attorneys under this Agreement.

c. 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. The Agency and Attorneys agree that any and all matters set forth in the Official Statement (both preliminary and final) for each Series of Bonds described under Section 1 is not confidential information.

d. The total compensation payable under this Agreement shall not exceed \$35,000 for each Series of Bonds absent the County Counsel's approved amendment of this Agreement to increase the compensation payable hereunder. The parties agree that Attorneys are not required to or expected to perform services under this Agreement for which they are not compensated.

e. Exceptions. Attorneys' services pursuant to this Agreement shall not include the following; any such services would need to be addressed in a separate legal services agreement:

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- i. Providing a legal opinion approving the legality of the proceedings relating to the Bonds or regarding the exemption of interest thereon from taxation.
 - ii. Any services rendered in any litigation involving the Agency or the financing proceedings relating to the Bonds.
 - iii. On-going advice and preparation of necessary documentation in respect of reporting requirements of the Securities and Exchange Commission, including, without limitation, Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
 - iv. Any due diligence in order to identify the instances in the previous five years in which the Agency in which the Agency failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12.
4. **Coordination of Services.** Attorneys shall consult with the Agency 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.
5. **Billing.** Attorneys shall submit statements to County Counsel for fees and costs for services performed under this Agreement. Such statements shall indicate the services performed, the person(s) performing the services, 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. Attorneys understand that client's employees are public servants that do not require client development and Attorneys shall not charge for any client development costs. Attorneys shall accept all payments 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 required to process EFT payments.
6. **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. Upon receipt or giving of such notice of termination, Attorneys shall provide no further services without specific request or authorization of the County Counsel. 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

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such items. The Agreement shall terminate upon the issuance of the second Series of Bonds.

7. **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.
8. **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.
9. **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).
10. **Legal Billing Review.** Agency 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 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.
 - b. The County Counsel and other authorized County representatives shall have the absolute right 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.
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.
 - a. **Reimbursable ordinary costs and expenses** shall be limited to:

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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 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: Jones Hall, A Professional Law Corporation
475 Sansome St. Ste. 1700
San Francisco, CA 94111

County: Michelle D. Blakemore, County Counsel

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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 and/or the County without first obtaining a waiver and consent from the Agency and/or County. 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. Attorneys represent many political subdivisions and underwriting firms, including Stifel, Nicolaus & Company, Incorporated. It is possible that during the time that Attorneys are representing the Agency, one or more of Attorneys' present or future clients will have transactions with the Agency. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more entities involved in the issuance of Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent Agency as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to Attorneys' representation of Agency, or because it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify Agency's consent to Attorneys' representation of others consistent with the circumstances described in this Section.

15. **Hold Harmless and Insurance.**

a. **Indemnification** – Attorneys agree to indemnify, defend (with counsel reasonably approved by County Counsel) and hold harmless Agency 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 that are determined in a final, binding judgment against Attorneys by a court of competent jurisdiction to have proximately resulted from professional negligence of Attorneys in connection with its performance of legal services under this Agreement, and for any costs or expenses incurred by Agency on account of any claim except where such indemnification is prohibited by

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law. Attorneys' indemnification obligation applies to Agency's "active" as well as "passive" negligence but does not apply to Agency's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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 Agency 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

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Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Attorneys are transporting one or more non-employee passengers in performance of agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Attorneys own no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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 Agency 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 Agency to vicarious liability but shall allow coverage for Agency 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 Agency, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Attorneys and their

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employees or agents from waiving the right of subrogation prior to a loss or claim. Attorneys hereby waive all rights of subrogation against Agency.

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 Agency.

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 Agency or between Agency 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”.

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, Agency 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 Agency will be promptly reimbursed by Attorneys or Agency payments to Attorneys will be reduced to pay for Agency purchased insurance.

c. Proof of Coverage Attorneys shall furnish Certificates of Insurance to the Agency 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 Agency, 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 Agency. 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 Agency. 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

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reasonable in light of past claims against Agency, inflation, or any other item reasonably related to the Agency'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 Agency 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 Agency.

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. **Reserved.**

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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. **Special Terms and Conditions.** None.
28. **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.

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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

JONES HALL, A PROFESSIONAL LAW
CORPORATION

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Juan M. Galvan
(Print or type name of person signing contract)

Title Vice President
(Print or Type)

Dated: _____

Address 475 Sansome Street, Suite 1700
San Francisco, CA 94111