

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, as the Successor Agency to the former County of Santa Barbara Redevelopment Agency (hereafter SUCCESSOR AGENCY) and Casso & Sparks, LLP, with an address at 13200 Crossroads Parkway North, Suite 345, City of Industry, CA 91746 (hereafter ATTORNEY) wherein ATTORNEY agrees to provide the services specified herein to the Oversight Board of the SUCCESSOR AGENCY (hereafter Oversight Board).

WHEREAS, certain actions of SUCCESSOR AGENCY are subject to approval by the Oversight Board; and

WHEREAS, Cal. Health & Safety Code Section 34179(c) provides that successor agencies shall pay for all of the costs of meetings of the oversight board, and SUCCESSOR AGENCY requires the services of outside counsel to provide legal advice to the Oversight Board; and

WHEREAS, ATTORNEY represents that it is specially trained, skilled, experienced, and competent to perform the special services required and SUCCESSOR AGENCY desires to retain the services of ATTORNEY pursuant to the terms, covenants, and conditions herein set forth;

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

1. **DESIGNATED REPRESENTATIVE.** Joseph Toney of the County Executive Office at phone number 805-568-3400 is the Designated Representative and will administer this Agreement. James M. Casso, Attorney at Law at phone number 626-521-5470 is the authorized representative for ATTORNEY. Changes in the Designated Representative or the authorized representative shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To SUCCESSOR AGENCY: Joseph Toney
County Executive Office
105 East Anapamu Street, Room 406
Santa Barbara, CA 93101-2065
Fax. No. 805-568-3414

To ATTORNEY: James M. Casso
Casso & Sparks, LLP
Attorney at Law
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** ATTORNEY agrees to provide services to the Oversight Board in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** ATTORNEY shall commence performance on July 19, 2016 and end performance upon completion, but no later than June 30, 2018, unless otherwise directed by SUCCESSOR AGENCY or unless earlier terminated.

5. **COMPENSATION OF ATTORNEY.** In full consideration for ATTORNEY's services, ATTORNEY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by SUCCESSOR AGENCY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that ATTORNEY, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to SUCCESSOR AGENCY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SUCCESSOR AGENCY or the County of Santa Barbara. Furthermore, SUCCESSOR AGENCY shall have no right to control, supervise, or direct the manner or method by which ATTORNEY shall perform its work and function. However, SUCCESSOR AGENCY shall retain the right to administer this Agreement so as to verify that ATTORNEY is performing its obligations in accordance with the terms and conditions hereof. ATTORNEY understands and acknowledges that it shall not be entitled to any of the benefits of a SUCCESSOR AGENCY or County of Santa Barbara employee by virtue of this Agreement, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ATTORNEY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ATTORNEY shall be solely responsible and save SUCCESSOR AGENCY, the Oversight Board and the County of Santa Barbara harmless from all matters relating to payment of ATTORNEY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, ATTORNEY may be providing services to others unrelated to the Oversight Board or the SUCCESSOR AGENCY, or to this Agreement.

7. **STANDARD OF PERFORMANCE.** ATTORNEY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ATTORNEY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ATTORNEY is engaged. All products of whatsoever nature, which ATTORNEY delivers to the Oversight Board pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in ATTORNEY's profession. ATTORNEY shall correct or revise any errors or omissions, at the Designated Representative's request without additional compensation. All required permits and/or licenses shall be obtained and maintained by ATTORNEY without additional compensation.

8. **DEBARMENT AND SUSPENSION.** ATTORNEY certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. ATTORNEY certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** ATTORNEY shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. SUCCESSOR AGENCY shall not be responsible for paying any taxes on ATTORNEY's behalf, and should SUCCESSOR AGENCY be required to do so by state, federal, or local taxing agencies, ATTORNEY agrees to promptly reimburse SUCCESSOR AGENCY for the full value of such paid taxes

plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. **CONFLICT OF INTEREST.** ATTORNEY covenants that ATTORNEY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. ATTORNEY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ATTORNEY. ATTORNEY has conducted a conflicts evaluation and has discovered no potential conflicts, other than those disclosed to SUCCESSOR AGENCY prior to this Agreement. ATTORNEY shall inform the Designated Representative immediately of any potential ethical issues or conflicts that may arise in the course of ATTORNEY's representation of the Oversight Board in this matter or at any time in the future, as soon as such an issue or conflict becomes known. After consultation with the Oversight Board through the Designated Representative, SUCCESSOR AGENCY retains the right to waive a conflict of interest disclosed by ATTORNEY if SUCCESSOR AGENCY determines it to be immaterial, and such waiver is only effective if provided by SUCCESSOR AGENCY to ATTORNEY in writing. ATTORNEY shall provide legal advice to the Oversight Board under this Agreement and not to SUCCESSOR AGENCY.

11. **EXPERTS/CONSULTANTS/OTHER LAW FIRMS.** ATTORNEY shall get SUCCESSOR AGENCY's written approval prior to retaining any expert/consultant, or other outside attorney to assist with any matter covered by this Agreement.

12. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** The Oversight Board shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. ATTORNEY shall not release any of such items to other parties except after prior written approval of the Oversight Board. Unless otherwise specified in Exhibit A, ATTORNEY hereby assigns to the Oversight Board all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by ATTORNEY pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions"). The Oversight Board shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. ATTORNEY agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. ATTORNEY warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. ATTORNEY at its own expense shall defend, indemnify, and hold harmless SUCCESSOR AGENCY, the County of Santa Barbara and the Oversight Board against any claim that any Copyrightable Works or Inventions or other items provided by ATTORNEY hereunder infringe upon any intellectual property or other proprietary rights of a third party, and ATTORNEY shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by SUCCESSOR AGENCY, the County of Santa Barbara and the Oversight Board in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

13. **NO PUBLICITY OR ENDORSEMENT.** ATTORNEY shall not use SUCCESSOR AGENCY's or the Oversight Board's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. ATTORNEY shall not use SUCCESSOR AGENCY's or the Oversight Board's name or logo in any manner that would give the appearance that the SUCCESSOR AGENCY or

the Oversight Board is endorsing ATTORNEY. ATTORNEY shall not in any way contract on behalf of or in the name of SUCCESSOR AGENCY or the Oversight Board. ATTORNEY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the SUCCESSOR AGENCY or its projects without obtaining the prior written approval of SUCCESSOR AGENCY. ATTORNEY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Oversight Board or its projects without obtaining the prior written approval of the Oversight Board.

14. **PROPERTY AND INFORMATION.** All of the Oversight Board's property, documents, and information provided for ATTORNEY's use in connection with the services shall remain the Oversight Board's property, and ATTORNEY shall return any such items whenever requested by the Designated Representative and whenever required according to the Termination section of this Agreement. ATTORNEY may use such items only in connection with providing the services. ATTORNEY shall not disseminate any of the Oversight Board's property, documents, or information without the Oversight Board's prior written consent.

15. **RECORDS, AUDIT, AND REVIEW.** ATTORNEY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ATTORNEY's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SUCCESSOR AGENCY shall have the right to audit and review all such documents and records at any time during ATTORNEY's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) ATTORNEY shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). ATTORNEY shall participate in any audits and review, whether by SUCCESSOR AGENCY or the State, at no charge to SUCCESSOR AGENCY.

If federal, state, county or SUCCESSOR AGENCY audit exceptions are made relating to this Agreement, ATTORNEY shall reimburse all costs incurred by federal, state, county and/or SUCCESSOR AGENCY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SUCCESSOR AGENCY, ATTORNEY shall reimburse the amount of the audit exceptions and any other related costs directly to SUCCESSOR AGENCY as specified by SUCCESSOR AGENCY in the notification.

16. **INDEMNIFICATION AND INSURANCE.** ATTORNEY shall comply with the insurance and indemnification provisions set forth in EXHIBIT C attached hereto and incorporated herein by reference.

17. **NONDISCRIMINATION.** SUCCESSOR AGENCY hereby notifies ATTORNEY that the County of Santa Barbara's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and ATTORNEY agrees to comply with said ordinance.

18. **NONEXCLUSIVE AGREEMENT.** ATTORNEY understands that this is not an exclusive Agreement and that SUCCESSOR AGENCY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by ATTORNEY as the SUCCESSOR AGENCY desires.

19. **NON-ASSIGNMENT.** ATTORNEY shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of

SUCCESSOR AGENCY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. TERMINATION.

A. By SUCCESSOR AGENCY. SUCCESSOR AGENCY may, by written notice to ATTORNEY, terminate this Agreement in whole or in part, whether for SUCCESSOR AGENCY's convenience, for nonappropriation of funds, or because of the failure of ATTORNEY to fulfill the obligations herein.

1. For Convenience. SUCCESSOR AGENCY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, ATTORNEY shall, as directed by SUCCESSOR AGENCY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SUCCESSOR AGENCY and the Oversight Board from such winding down and cessation of services.

2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, County or SUCCESSOR AGENCY governments or the Oversight Board, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SUCCESSOR AGENCY will notify ATTORNEY of such occurrence and SUCCESSOR AGENCY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, SUCCESSOR AGENCY shall have no obligation to make payments with regard to the remainder of the term.

3. For Cause. Should ATTORNEY default in the performance of this Agreement or materially breach any of its provisions, SUCCESSOR AGENCY may, at SUCCESSOR AGENCY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, ATTORNEY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify SUCCESSOR AGENCY as to the status of its performance. The date of termination shall be the date the notice is received by ATTORNEY, unless the notice directs otherwise.

B. By ATTORNEY. Should SUCCESSOR AGENCY fail to pay ATTORNEY all or any part of the payment set forth in EXHIBIT B, ATTORNEY may, at ATTORNEY's option terminate this Agreement if such failure is not remedied by SUCCESSOR AGENCY within thirty (30) days of written notice to SUCCESSOR AGENCY of such late payment.

C. Upon termination, ATTORNEY shall deliver to the Oversight Board all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by ATTORNEY in performing this Agreement, whether completed or in process, except such items as the Oversight Board may, by written permission, permit ATTORNEY to retain. Notwithstanding any other payment provision of this Agreement, SUCCESSOR AGENCY shall pay ATTORNEY for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall ATTORNEY be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. ATTORNEY shall furnish to the Designated Representative such financial information as in the judgment of the Designated Representative is necessary to determine the reasonable value of the services rendered by ATTORNEY. In the event of a dispute as to the reasonable value of the services rendered by ATTORNEY, the decision of the Designated Representative shall be final. The foregoing is cumulative and shall not affect any right or remedy which SUCCESSOR AGENCY may have in law or equity.

21. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to SUCCESSOR AGENCY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. **NO WAIVER OF DEFAULT.** No delay or omission of SUCCESSOR AGENCY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to SUCCESSOR AGENCY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SUCCESSOR AGENCY.

26. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. **COMPLIANCE WITH LAW.** ATTORNEY shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of ATTORNEY in any action or proceeding against ATTORNEY, whether SUCCESSOR AGENCY is a party thereto or not, that ATTORNEY has violated any such ordinance or statute, shall be conclusive of that fact as between ATTORNEY and SUCCESSOR AGENCY.

29. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, ATTORNEY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ATTORNEY is obligated, which breach would have a material effect hereon.

32. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Professional Legal Services between the County of Santa Barbara, as the Successor Agency to the former County of Santa Barbara Redevelopment Agency, and Casso & Sparks, LLP.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by SUCCESSOR AGENCY.

COUNTY OF SANTA BARBARA, AS THE SUCCESSOR
AGENCY TO THE FORMER COUNTY
OF SANTA BARBARA REDEVELOPMENT AGENCY

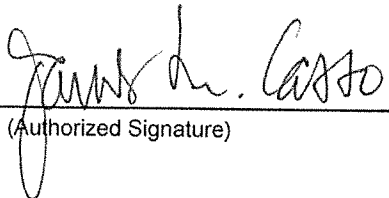
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

ATTORNEY

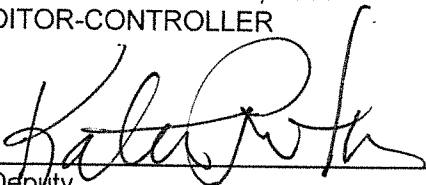
By: _____
Deputy

By: 
(Authorized Signature)

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Risk Manager

EXHIBIT A

STATEMENT OF WORK

Cal. Health and Safety Code Section 34179(c) provides that successor agencies of dissolved redevelopment agencies shall pay for all of the meeting costs of their oversight board. Cal. Health & Safety Code Section 34179(n) provides that an oversight board may direct a successor agency to provide additional legal advice than what was given by agency staff. The Oversight Board of the SUCCESSOR AGENCY requires legal support during their meetings and legal advice. So that the County of Santa Barbara's Office of County Counsel may avoid any question of a conflict of interest with its legal support of the County of Santa Barbara concerning the same matters, ATTORNEY will provide independent legal support to the Oversight Board. ATTORNEY shall ensure that information relating to ATTORNEY's legal support of the Oversight Board is protected as required by Business and Professions Code Section 6068(e); this includes ATTORNEY's preserving the confidentiality of that information from the County of Santa Barbara's Office of County Counsel.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For ATTORNEY services to be rendered under this Agreement, ATTORNEY shall be paid a total contract amount, including cost reimbursements, not to exceed \$5,000.00.
- B. Payment for services and/or reimbursement of costs shall be made upon ATTORNEY's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by the Designated Representative. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1 (Schedule of Fees)**. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and ATTORNEY must provide supporting documentation if requested.
- C. Monthly, ATTORNEY shall submit to the Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. The Designated Representative shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B-1**, shall initiate payment processing. The Designated Representative may notify the Office of County Counsel of the amount of the invoices. SUCCESSOR AGENCY shall pay invoices or claims for satisfactory work within 30 days of receipt by the Designated Representative of correct and complete invoices or claims from ATTORNEY.
- D. SUCCESSOR AGENCY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SUCCESSOR AGENCY's right to require ATTORNEY to correct such work or billings or seek any other legal remedy.

**ATTACHMENT B-1
(Schedule of Fees)**

HOURLY RATES

ATTORNEY's hourly rate is \$285.00 per hour.

COSTS AND EXPENSES

SUCCESSOR AGENCY shall reimburse ATTORNEY for certain costs and expenses actually incurred and reasonably necessary for completing the matter for which SUCCESSOR AGENCY has engaged ATTORNEY, as long as SUCCESSOR AGENCY's charges for costs and expenses are competitive with other sources of the same products or services. SUCCESSOR AGENCY shall reimburse ATTORNEY in accordance with the following guidelines:

Billable costs and expenses: SUCCESSOR AGENCY shall reimburse ATTORNEY at the SUCCESSOR AGENCY's reimbursement rates for reasonable costs and expenses incurred by it in performing services for the SUCCESSOR AGENCY, such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals, and transportation), long-distance telephone, and filing fees.

Nonbillable overhead and administration: SUCCESSOR AGENCY does not expect to be charged for and will not pay for any of the following: attorney time spent preparing time sheets or bills, conflicts checks, local phone service, local travel costs, secretarial services, word processing services, librarian services, other clerical activities such as creating, organizing and maintaining files, distributing documents, overtime, or any other services traditionally considered overhead or administrative.

Photocopying: SUCCESSOR AGENCY will reimburse ATTORNEY at a maximum of \$.15 per page for normal photocopying and will not be responsible for time spent by photocopying personnel. ATTORNEY shall give SUCCESSOR AGENCY an opportunity to use its own internal staff to duplicate documents or an outside photocopying vendor if certain jobs can be less expensively performed by the SUCCESSOR AGENCY or by the vendor.

Computerized research: ATTORNEY shall perform any computerized research in a low-cost manner. Computerized research charges such as Lexis/Nexis or Westlaw that are billed to SUCCESSOR AGENCY shall be billed at ATTORNEY's cost and shall be accompanied by a copy of the invoice received by ATTORNEY.

Document delivery: For document delivery costs that are billed to SUCCESSOR AGENCY, ATTORNEY shall use the most economical delivery method or service available. To help minimize such costs, ATTORNEY shall use messengers and overnight delivery only where necessary in the interests of urgency and reliability.

Multiple billing: If an attorney works simultaneously on the SUCCESSOR AGENCY's matter and a matter for another client of ATTORNEY's firm, SUCCESSOR AGENCY shall be billed only for the proportionate amount of time spent on the SUCCESSOR AGENCY's matter.

Travel: SUCCESSOR AGENCY will reimburse ATTORNEY at the SUCCESSOR AGENCY's reimbursement rates for reasonable travel expenses directly related to ATTORNEY's work for SUCCESSOR AGENCY when ATTORNEY has obtained SUCCESSOR AGENCY's prior approval. First

class airfare, luxury accommodations and lavish meals are considered unreasonable expenses and will not be paid. ATTORNEY shall not bill or be paid for travel time.

BILLING PROCEDURE

All invoices must include the following information, in addition to the information specified in Exhibit B:

- Matter description and number;
- A chronological listing and informative description of all legal activity performed (whether or not billed) broken down by date, identity of timekeeper, time spent in increments of one-tenth of an hour, and amounts billed;
- A summary of the names and corresponding billing rates of each attorney or other personnel working on the matter with the total number of hours billed by each during the time period covered by the invoice;
- The total number of hours billed for the matter during the time period covered by the invoice;
- The total charges for the matter for the time period covered by the invoice, for the year to date, and for the matter to date; and
- The last payment, the total payments made by the SUCCESSOR AGENCY and any outstanding balances for the matter.

Reimbursable expenses must be included on each bill and should be broken down by category.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

For purposes of this Exhibit C, COUNTY means the County of Santa Barbara.

INDEMNIFICATION

ATTORNEY agrees to indemnify, defend (with counsel reasonably approved by SUCCESSOR AGENCY) and hold harmless COUNTY, SUCCESSOR AGENCY, the Oversight Board, and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY, SUCCESSOR AGENCY, or the Oversight Board on account of any claim except where such indemnification is prohibited by law. ATTORNEY's indemnification obligation applies to COUNTY's, the SUCCESSOR AGENCY's and the Oversight Board's active as well as passive negligence but does not apply to COUNTY's, the SUCCESSOR AGENCY's, or the Oversight Board's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

ATTORNEY shall notify SUCCESSOR AGENCY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

ATTORNEY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by ATTORNEY, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
2. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If ATTORNEY maintains higher limits than the minimums shown above, the COUNTY, SUCCESSOR AGENCY and Oversight Board require and shall be entitled to coverage for the higher limits maintained by ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY, SUCCESSOR AGENCY and OVERSIGHT BOARD.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage** – For any claims related to this Agreement, the ATTORNEY's insurance coverage shall be primary insurance as respects the COUNTY, SUCCESSOR AGENCY, and the Oversight Board, and their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, SUCCESSOR AGENCY, or the Oversight Board, or their officers, officials, employees, agents or volunteers shall be excess of the ATTORNEY's insurance and shall not contribute with it.
2. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY or SUCCESSOR AGENCY.
3. **Waiver of Subrogation Rights** – ATTORNEY hereby grants to COUNTY, SUCCESSOR AGENCY and the Oversight Board a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against the COUNTY, SUCCESSOR AGENCY or Oversight Board by virtue of the payment of any loss under such insurance. ATTORNEY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY, SUCCESSOR AGENCY or Oversight Board has received a waiver of subrogation endorsement from the insurer.
4. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY or SUCCESSOR AGENCY. The COUNTY or SUCCESSOR AGENCY may require ATTORNEY to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
5. **Acceptability of Insurers** – Unless otherwise approved by COUNTY or SUCCESSOR AGENCY Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
6. **Verification of Coverage** – ATTORNEY shall furnish the SUCCESSOR AGENCY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the SUCCESSOR AGENCY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the ATTORNEY's obligation to provide them. ATTORNEY shall furnish evidence of renewal of coverage throughout the term of the Agreement. The SUCCESSOR AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. **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, SUCCESSOR AGENCY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SUCCESSOR AGENCY as a material breach of contract.
8. **Subcontractors** – ATTORNEY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ATTORNEY shall ensure that COUNTY, SUCCESSOR AGENCY and the Oversight Board are additional insureds on insurance required from subcontractors.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ATTORNEY must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

10. **Special Risks or Circumstances** – SUCCESSOR AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Any failure, actual or alleged, on the part of SUCCESSOR 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 the part of COUNTY, SUCCESSOR AGENCY, or the Oversight Board.