

**PROFESSIONAL SERVICES AGREEMENT FOR SPECIAL COUNSEL
TO THE CITY OF GUADALUPE
COMMUNITY REDEVELOPMENT AGENCY**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF GUADALUPE COMMUNITY REDEVELOPMENT AGENCY, a municipal corporation (hereinafter "AGENCY"), and MEYERS, NAVE, RIBACK, SILVER & WILSON (hereinafter "ATTORNEYS" or "Meyers Nave").

RECITALS

- A. WHEREAS, the City desires to retain special counsel to provide legal services and representation on issues related to the City of Guadalupe Community Redevelopment Agency; and
- B. WHEREAS, funds for such purposes are included in the budget.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** ATTORNEYS shall perform and provide the legal services reasonably required to represent and advise the AGENCY in connection with the legal issues associated with the AGENCY. Our work is limited to such services. We will also provide legal services for additional matters that you request of us, provided we agree to perform the additional work. A letter confirming such additional work shall bring such work within the scope of this Agreement.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement. Services provided by ATTORNEYS shall be commenced and completed in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the ATTORNEYS.
3. **INDEPENDENT CONTRACTOR STATUS.** ATTORNEYS are independent contractors and are solely responsible for all acts of their principals, employees or agents, including any negligent acts or omissions. ATTORNEYS are not AGENCY's employees and ATTORNEYS shall have no authority, express or implied, to act on behalf of the AGENCY as an agent, or to bind the AGENCY to any obligation whatsoever, unless the AGENCY provides prior written authorization to ATTORNEYS. ATTORNEYS are free to work for other entities while under contract with the AGENCY. ATTORNEYS are not entitled to AGENCY benefits.
4. **CONFLICTS OF INTEREST.** ATTORNEYS (including its principals, employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that ATTORNEYS maintain or acquire such a conflicting interest, any contract (including this Agreement) involving ATTORNEYS' conflicting interest may be terminated by the AGENCY.
5. **COMPENSATION.**
 - 5.1. For services performed by ATTORNEYS in accordance with this Agreement, AGENCY shall pay ATTORNEYS on a time and expense basis, at the billing rate set forth in Exhibit "A," attached hereto and incorporated herein by reference. ATTORNEYS' billing rate shall cover all costs and expenses of every kind and nature for ATTORNEYS' performance of this Agreement. No work shall be performed by ATTORNEYS without the prior approval of the AGENCY.

- 5.2. ATTORNEYS shall submit monthly invoices to the AGENCY describing the services performed, including times, dates, and names of persons performing the service.
- 5.3. Within thirty (30) days after the AGENCY'S receipt of invoice, AGENCY shall make payment to the ATTORNEYS based upon the services described on the invoice and approved by the AGENCY.
- 5.4. In the event that ATTORNEYS' negligence or misconduct results in damages to the AGENCY, ATTORNEYS shall, upon receipt of written notice from the AGENCY, either: (a) reimburse the AGENCY (and ATTORNEYS' payment may be offset) for the damages incurred, or (b) re-perform (without additional compensation to the ATTORNEYS) any services which have not been performed in accordance with the terms of this Agreement.
6. **TERMINATION.** The AGENCY may terminate this Agreement by giving ten (10) days written notice to ATTORNEYS. Upon termination, ATTORNEYS shall give the AGENCY all original documents, including preliminary drafts and supporting documents, prepared by ATTORNEYS for this Agreement. The AGENCY shall pay ATTORNEYS for all services satisfactorily performed in accordance with this Agreement; up to the date notice is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by ATTORNEYS for this Agreement, whether complete or in progress, are the property of the AGENCY, and shall be given to the AGENCY at the completion of ATTORNEYS' services, or upon demand from the AGENCY. No such documents shall be revealed or made available by ATTORNEYS to any third party without the prior written consent of the AGENCY.
8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
9. **INDEMNIFICATION.** ATTORNEYS shall indemnify, defend, and hold harmless the AGENCY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of ATTORNEYS' performance of services under this Agreement.
10. **INSURANCE.**
 - 10.1. **General.** ATTORNEYS shall, throughout the duration of this Agreement, maintain insurance to cover ATTORNEYS, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 10.2. **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 10.3. **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for

bodily injury and property damage.

10.4. Workers' Compensation. coverage shall be maintained as required by the State of California.

10.5. Professional Liability. "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of ATTORNEYS in an amount not less than \$1,000,000 per claim.

10.6. Endorsements. ATTORNEYS shall obtain endorsements to the automobile and commercial general liability with the following provisions:

10.6.1 The AGENCY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

10.6.2 For any claims related to this Agreement, ATTORNEYS' coverage shall be primary insurance with respect to the AGENCY. Any insurance maintained by the AGENCY shall be excess of the ATTORNEYS' insurance and shall not contribute with it.

10.7. Notice of Cancellation. ATTORNEYS shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the AGENCY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

10.8. Authorized Insurers. All insurance companies providing coverage to ATTORNEYS shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

10.9. Insurance Certificate. ATTORNEYS shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the AGENCY, no later than five (5) days after the execution of this Agreement.

10.10. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, ATTORNEYS shall provide a substitute certificate of insurance.

10.11. Attorneys' Obligation. Maintenance of insurance by the ATTORNEYS as specified in this Agreement shall in no way be interpreted as relieving the ATTORNEYS of any responsibility whatsoever (including indemnity obligations under this Agreement), and the ATTORNEYS may carry, at its own expense, such additional insurance as it deems necessary.

11.0. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the ATTORNEYS' duties be delegated, without the prior written consent of the AGENCY. Any attempt to assign or delegate this Agreement without the prior written consent of the AGENCY shall be void and of no force and effect. A consent by the AGENCY to one assignment shall not be deemed to be a consent to any subsequent assignment.

12.0 NOTICES.

12.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To AGENCY:

Carolyn Galloway-Cooper
Executive Director
City of Guadalupe CRA
918 Obispo Street
Guadalupe, CA 934340

To ATTORNEYS:

James M. Casso
Meyers Nave
333 South Grand Avenue
Suite 1670
Los Angeles, CA 90071

Copy to:

David M. Fleishman
Agency Counsel
8930 Morro Road
Atascadero, CA 93422

12.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

13. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

14. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

16. JURISDICTION AND VENUE. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Barbara.

17. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

18. COMPLIANCE WITH THE LAW. ATTORNEYS shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

19. STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to

ATTORNEYS' services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

20. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the ATTORNEYS and the AGENCY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF GUADALUPE
COMMUNITY REDEVELOPMENT AGENCY

ATTORNEYS, MEYERS NAVE

BY: _____
Title: Chairperson
Date:

BY: 
Title: Managing Principal
Date: June 13, 2007

Attest:

By:
Title:
Date:

Approved As To Form:

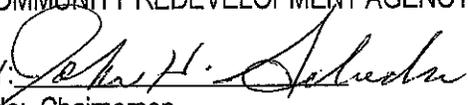

BY: DAVID FLEISHMAN
Title: AGENCY COUNSEL
Date: 20.6.07

ATTORNEYS' services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

20. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the ATTORNEYS and the AGENCY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF GUADALUPE
COMMUNITY REDEVELOPMENT AGENCY

BY: 
Title: Chairperson
Date:

ATTORNEYS, MEYERS NAVE

BY: _____
Title:
Date:

Attest:

By:
Title:
Date:

Approved As To Form:

By:
Title:
Date:

EXHIBIT A

Rate Schedule:

Meyers Nave's hourly rates are a blended \$250.00 per hour for each attorney who may perform legal services on behalf of the City of Guadalupe Community Redevelopment Agency.

In-House Costs and Administrative Costs:

The blended hourly rate quoted herein includes necessary administrative support services such as secretarial and word processing. In addition to our hourly fee, we would bill for third-party expenses, such as expert witness fees, deposition and court reporter fees and electronic legal research. We would not bill for costs such as duplication, facsimile charges, delivery charges and postage expenses; instead, there will be an overhead charge of 5% of each invoice to cover these costs on average. Further, we will not charge for time traveling to and from the City of Guadalupe.

