EL WONG

Policy

### SUBMITTAL TO THE BOARD OF SUPERVISORS **COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE: July 5, 2012

**SUBJECT:** Financial Services Agreement for Investment Management Services with BLX GROUP, LLC.

**RECOMMENDED MOTION:** That the Board of Supervisors:

Ratify the attached Financial Services Agreement with BLX Group, LLC. in the amount of \$22,500 and authorize the Chairman of the Board to execute the agreement.

**BACKGROUND:** (Commences on page 2)

Robert Field Assistant County Executive Officer/EDA

1	FINIANIGIAI	Current F.Y. Total Cost:	\$ 22,500	In Current Year Bud	lget: Yes		
<b>&gt;</b>	FINANCIAL	<b>Current F.Y. Net County Cost:</b>	<b>\$</b> 0	Budget Adjustment	:: No		
3	DATA	Annual Net County Cost:	\$ O	For Fiscal Year:	2012/13		
≤	COMPANION ITEM ON BOARD AGENDA: No						
7	SOURCE OF FUNDS: Successor Agency Administrative Budget				Positions To Be Deleted Per A-30		
					Requires 4/5 Vote		
100	C.E.O. RECOMM	IENDATION: APPROVE	Man.	,			
- 1		Jan 1 well	11/1/1/2	A Comment			

**County Executive Office Signature** 

Prev. Agn. Ref.:

District: All

Agenda Nui

Successor Agency to the Redevelopment Agency Financial Services Agreement for Investment Management Services with BLX GROUP, LLC. July 5, 2012 Page 2

#### **BACKGROUND:**

Effective February 1, 2012, all redevelopment agencies in the State of California were dissolved. Pursuant to the ABx1 26 (dissolution bill), on January 10, 2012, the Riverside County Board of Supervisors adopted Resolution No. 2012-034, accepting the designation as Successor Agency for the Redevelopment Agency for the County of Riverside pursuant to CA Health and Safety Code section 34171(j) and further delegating such actions and functions to be performed by the Economic Development Agency.

Successor agencies are required to undertake the remainder of the actions required for the winding down of redevelopment activity, pursuant to the dissolution bill, including the submission of a Recognized Obligation Payment Schedule (ROPS) and a corresponding Administrative Budget for the Successor Agency for each six-month reporting period. On April 5, 2012, the Oversight Board to the Successor Agency adopted the Administrative Budget for the Successor Agency for the period January to June 2012. On June 21, 2012, the Administrative Budget for July to December 2012 was approved and adopted by the Oversight Board.

The BLX GROUP (BLX) had a contract which provided investment management services for all bond issues of the former Redevelopment Agency for the County of Riverside (RDA) which included the option to renew the contract. The agreement expired on March 31, 2012. For the period from June 30, 2011 through March 31, 2012, BLX prepared quarterly reports detailing investment holdings for all outstanding debt issues of the former RDA for presentation to the County Investment Oversight Committee (IOC). Likewise, the IOC required the former RDA to prepare an annual report for the period ending June 30, 2011 for Board approval. Effective February 1, 2012, the County of Riverside became the Successor Agency to the Redevelopment Agency and assumed responsibility for, and control over outstanding bond issues including payment of debt service semi-annually and management of the investment of said bond issues.

It is important that these investment management services continue for the current period from April 1, 2012 to June 30, 2012 as well as for future periods in FY 2012-2013 for quarters ending September 30, 2012, December 31, 2012, March 31, 2013 and June 30, 2013. With the option to renew this contract, the cost of these services has been discounted by BLX by 10 % for a total of \$22,500. This cost would be considered an eligible administrative expense and the proposed administrative budget for the Successor Agency has sufficient funds to cover this expense.

Staff recommends that the Board of Supervisors ratify this financial services agreement to continue to provide the same level of investment advisory management services for the former Redevelopment Agency as requested by the Successor Agency for the period from April 1, 2012 through June 30, 2013.

Attachment:

Financial Services Agreement with BLX GROUP, LLC.

# FINANCIAL SERVICES AGREEMENT BY AND BETWEEN THE THE COUNTY OF RIVERSIDE BLX GROUP, LLC. FOR INVESTMENT ADVISORY MANAGEMENT SERVICES

THIS AGREEMENT, is made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2012, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and BLX GROUP, LLC., Certified Public Accountants (hereinafter "CONSULTANT").

### **RECITALS**

WHEREAS, AGENCY is the successor in interest to the Redevelopment Agency for the County of Riverside pursuant to the provisions of Section 34173 of the California Health and Safety Code, acting in its capacity as Successor Agency;

WHEREAS, the Redevelopment Agency for the County of Riverside (Former RDA) was a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); the Former RDA was terminated as of February 1, 2012 pursuant to Section 34172;

WHEREAS, pursuant to Sections 34177-34181 of the Health and Safety Code, the AGENCY is authorized to make and execute contracts and other instruments necessary or convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule (ROPS) as adopted by the Agency and the Oversight Board;

WHEREAS, the proposed services are necessary in performance of an obligation of the Former RDA pursuant to the EOPS or as later superseded by the ROPS;

WHEREAS, pursuant to Board Policy B-21, the Successor Agency to the Redevelopment Agency for the County of Riverside is required to annually adopt its Investment Policy and to file, at least annually, Disclosure Reports with the Board of Supervisors, the Auditor-Controller, and the Investment Oversight Committee. Pursuant to the original Request for Proposal, the Former RDA entered into an annual contract with the CONSULTANT for fiscal year ending June 30, 2012 to provide investment advisory management services. The Former RDA had the option to renew the contract for additional years of such services on or before the expiration of the contract on July 13, 2012.

WHEREAS, the AGENCY has exercised the annual renewal option to contract with CONSULTANT to provide such services, and

WHEREAS, CONSULTANT has agreed to provide such services to AGENCY.

**NOW THEREFORE,** based on the mutual promises contained herein, the parties hereto do hereby agree as follows:

- nanagement services which shall include the preparation of a quarterly report detailing the investment holdings for those outstanding issues of the former RDA. Each report shall contain (1) a consolidated listing of investment securities by type, quality and maturity, (2) the cost and market value of all securities held, and (3) if required, each individual issue's arbitrage yield, current rate of earnings, and arbitrage status accrued through the most recent calculation date. The report timeline for the 4<sup>th</sup> quarter report as of 06/30/2012 is due to Agency by July 20, 2012. The next three reports for FY 2012-2013 are due to Agency as follows: 1<sup>st</sup> quarter report as of 9/30/12 is due 10/20/2012, 2<sup>nd</sup> quarter report as of 12/31/2012 is due 01/20/2013, and the 3<sup>rd</sup> quarter report as of 03/31/2013 is due 04/30/2013.
- 2. <u>COMPENSATION AND METHOD OF PAYMENT.</u> CONSULTANT compensation shall be an amount not to exceed twenty two thousand five hundred Dollars (\$22,500). CONSULTANT shall submit invoices to AGENCY for progress

payments based on work completed to date. AGENCY shall reimburse CONSULTANT within thirty (30) days of receipt of invoice.

- 3. <u>AMENDMENTS TO WORK PROGRAM.</u> AGENCY'S Assistant County Executive Officer, or designee, is authorized to approve and execute changes to the Agreement. Such changes shall be mutually agreed upon by and between the Assistant County Executive Officer/EDA, or designee, and CONSULTANT, and shall be incorporated in written amendments to this Agreement.
- 4. <u>TIME OF PERFORMANCE.</u> CONSULTANT shall commence and complete performance of investment management services, described in Scope of Work item 1, above, upon execution of this Agreement by the AGENCY and agrees that it will diligently and responsibly pursue the performance of the services required of it by this Agreement. CONSULTANT will perform those services through completion unless the scope of work is altered by written amendments pursuant to the provisions in Section 3. All services to be performed herein shall be completed in accordance with the timeframes for quarterly reports as described.
- 5. <u>COOPERATION BY AGENCY.</u> All information, data, reports, records, and ledgers as they currently exist, available to AGENCY and necessary for carrying out the work described, shall be furnished to CONSULTANT without charge by AGENCY. AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under this Agreement.
- 6. <u>DESIGNATED REPRESENTATIVES.</u> The following individuals are hereby designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:

AGENCY	CONSULTANT
Peggy Sanchez	Mark Creger
Deputy Director, EDA	Chief Investment Officer
County of Riverside	BLX GROUP LLC.
3133 Mission Inn Avenue	777 South Figueroa St, Suite 3200

 Riverside, CA 92507 Los Angeles, CA 90017-5855

Phone: (951) 955-3132 Phone: (213) 612-2198

Fax: (951) 955-9605 Fax: (213) 612-2499

Any change in designated representatives shall be promptly reported to the other party in order to ensure proper coordination.

- 7. <u>STANDARDS OF PERFORMANCE</u>. CONSULTANT shall comply with all applicable laws, ordinances and codes of the federal, state and local governments while performing the services described herein in a good, skillful, and professional manner.
- 8. <u>OWNERSHIP OF DOCUMENTS.</u> Documents, reports and materials prepared under this Agreement shall become the property of AGENCY upon receipt by AGENCY'S designated representative named in Section 6 of this Agreement.
- 9. PERSONNEL AND ASSIGNMENT. CONSULTANT represents that it has all personnel required to perform the services under this Agreement. CONSULTANT'S personnel shall not be employed by, nor have any direct contractual relationship with AGENCY. All services required hereunder shall be performed by CONSULTANT, its employees, or personnel under direct contract with CONSULTANT or subcontractors, it being specifically provided, however, that CONSULTANT shall not assign or subcontract the performance of this Agreement nor any part thereof without the prior, written consent of AGENCY.
- 10. NON-DISCRIMINATION REQUIREMENTS. CONSULTANT shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, age, sex, marital status, handicap, national origin, ancestry or any category protected pursuant to the California Fair Employment and Housing Act, in the performance of this Agreement and that CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not establish or permit any such practice or practices of discrimination or segregation.

- 11. <u>LEGAL REVIEWS.</u> AGENCY may, in its sole and exclusive discretion, conduct reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT, by or through AGENCY Counsel.
- by and construed in accordance with the laws of the State of California. The Parties agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California, in Riverside, California.
- 13. <u>AUTHORITY OF CONSULTANT.</u> CONSULTANT and its agents, servants, employees and subcontractors shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its agents, servants, employees and subcontractors, shall not in any manner incur or have the power to incur any debt, obligation, or liability against AGENCY.
- 14. <u>TERM AND TERMINATION</u>. The term of this Agreement shall commence on the date of execution by the AGENCY through June 30, 2013. This Agreement may be terminated by AGENCY for any reason (with or without cause) upon giving fourteen (14) days written notice to CONSULTANT. AGENCY may terminate the Agreement immediately when: (1) it is determined by AGENCY that CONSULTANT activities are resulting in or may result in discredit to AGENCY; or (2) CONSULTANT has breached a material provision of this Agreement. In the event of termination, AGENCY may proceed with the work in any manner it deems to be proper and in the best interests of AGENCY.

Either party may terminate this Agreement upon thirty (30) days written notice to the other. In the event of such termination, CONSULTANT shall be compensated for all services performed and expenses incurred to the date of notice of termination as described in a written report to AGENCY prepared by CONSULTANT. Upon

termination, CONSULTANT shall submit to AGENCY all materials and reports (including any uncompleted reports or unfinished work). Such compensation shall be paid within thirty (30) days of termination.

- 15. <u>NOTICES OF TERMINATION</u>. Notice of termination by AGENCY to CONSULTANT shall be deemed delivered if sent by certified mail, return receipt requested, to: CONSULTANT; Notice by CONSULTANT to AGENCY shall be deemed delivered if sent by certified mail, return receipt requested, to AGENCY:
- 16. <u>CONFLICT OF INTEREST.</u> CONSULTANT represents and agrees that CONSULTANT has not employed any person to solicit or procure this Agreement, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fees, or other compensation in connection with the procurement of this Agreement.
- 17. INDEPENDENT CONSULTANT. It is understood and agreed that CONSULTANT is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT shall not be entitled to any benefits payable to employees of AGENCY including County Workers' Compensation Benefits. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of AGENCY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods of accomplishing the results. CONSULTANT, its employees and agents shall maintain professional licenses required by the laws of the State of California at all times while performing services under the Agreement.
- 18. INSURANCE. Without limiting or diminishing CONSULTANT's obligation to indemnify and hold the County harmless, CONSULTANT shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverage during the term of this Agreement:

- a. <u>Workers' Compensation:</u> If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County and, if applicable, provide a Borrowed Servant/Alternate Employer Endorsement.
- b. <u>Commercial General Liability:</u> Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury covering claims that arise from or out of CONSULTANT's operations, use and management of the premises, or the performance of its obligations hereunder. Policy shall name, by Policy Endorsement, the County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured. Policy limits shall not be less than \$2,000,000 per occurrence combined single limits. If Policy contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.
- c. <u>Vehicle Liability:</u> If CONSULTANT uses, or causes to be used, any vehicle or mobile equipment in the performance of its obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If Policy contains a general aggregate limit, it shall apply separately to this Agreement or be

2

3

4

no less than two (2) times the occurrence limit. Policy shall be endorsed to name the County as Additional Insured.

- d. <u>Property (Physical Damage):</u> All-Risk personal property insurance coverage for the full replacement value of all CONSULTANT's equipment, systems, structures and improvements/alterations if any (Care, Custody, and Control of CONSULTANT) used on County premises, or used in any way connected with the accomplishment of the work or performance of services under this Agreement.
- CONSULTANT Professional Liability: shall maintain e. Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. CONSULTANT's Professional Liability Insurance is written on a claimsmade basis (Project Specific) rather than an occurrence basis, such insurance shall continue through the term of this Agreement. termination of this Agreement, or the expiration or cancellation of the claims made insurance policy, CONSULTANT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

### f. General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by

the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

(2) Cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Except on professional liability policy, the County of Riverside, its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insured. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that

thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of certified original policies, all endorsements including or endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not take commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or Policies of insurance including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier and to do so on its behalf.

(3) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall, except on professional liability policy, be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

The County of Riverside Reserved Rights Insurance. The County of Riverside reserves the right to adjust the monetary limits of insurance coverage during the term of this agreement or any

extension thereof if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT becomes inadequate.

- (4) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 19. <u>INDEMNITY AND HOLD HARMLESS</u>: The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:
  - A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligent, reckless or intentional act, error or omission, of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of <u>professional services</u> under this Agreement; and
  - B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the County to the fullest extent allowed by law.

21. <u>ENTIRE AGREEMENT.</u> This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and

1	supersedes any and all prior and contemporaneous agreements and understandings,				
2	oral or written, in connection therewith. Any amounts to or clarification necessary to this				
3	Agreement shall be in writing and acknowledged by all parties to the Agreement. This				
4	Agreement may be changed or modified only upon the written consent of the Parties.				
5					
6	///				
7	<i>///</i>				
8					
9	IN WITNESS WHEREOF, the County of Riverside, acting in its capacity as				
10	Successor Agency to the Redevelopment Agency for the County of Riverside and				
11	CONSULTANT, have executed this Agreement as of the date first above written.				
12					
13	COUNTY OF RIVERSIDE BLX GROUP, LLC.				
14					
15					
16	John Tavaglione Mark Creger				
17	Chairman, Board of Supervisors Chief Investment Officer				
18					
19					
20					
21					
22	APPROVED AS TO FORM: PAMELA WALLS				
23	Agency Counsel				
24					
25	By Muti C. (1) (1) Deputy				
26					
27					
28					