

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

617



FROM: Treasurer-Tax Collector

SUBMITTAL DATE:
May 24, 2012

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ROMERO LAW FIRM TO PROVIDE OUTSIDE LEGAL COUNSEL FOR BANKRUPTCY SERVICES TO THE COUNTY

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one year professional service agreement with the Romero Law Firm for \$230,000, which contains an option to renew the agreement for four additional one-year periods, in accordance with Ordinance No. 459.4, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed CPI index, and;
3. Direct the Clerk of the Board to return three original signed agreements to the Treasurer-Tax Collector

CONTINUED ON PAGE 2




Don Kent Treasurer - Tax Collector

FINANCIAL DATA	Current F.Y. Total Cost:	\$230,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2013

SOURCE OF FUNDS: Treasurer-Tax Collector Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: 

Karen L. Johnson

County Executive Office Signature

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:	District: ALL	Agenda Number:
------------------	----------------------	----------------

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.77

FORM APPROVED COUNTY COUNSEL
 BY:  DATE: 5/11/12
 NEAL R. KIPNIS

Departmental Concurrence

Purchasing: 
 Mark Seiler, Assistant Director

BOARD OF SUPERVISORS

FORM 11: APPROVAL OF THE AGREEMENT WITH THE ROMERO LAW FIRM TO PROVIDE OUTSIDE LEGAL COUNSEL FOR BANKRUPTCY SERVICES TO THE COUNTY

PAGE 2

BACKGROUND: The Treasurer-Tax Collector's office is responsible for asserting creditor status in bankruptcy proceedings to recover the government revenue owed to the county. In order to meet legal requirements for the handling of federal bankruptcy cases there is a need for legal representation for bankruptcy tax matters. Legal representation includes, but is not limited to: 1) Review of tax documentation and pleadings in bankruptcy court. 2) All settlement negotiations. 3) Appearances at all law and motion hearings, discovery proceedings, hearings on order to show cause, writs, trials, and , where applicable, administrative hearings. 4) All legal research, preparation for hearings, and review of all documents and other evidentiary materials. 5) Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.

The revenue collected as a result of bankruptcy legal services performed far exceeds the cost of doing business with the Romero Law Firm. The revenue collected as a result of bankruptcy legal services performed and guidance received over the last two years was over \$17 million compared to the almost \$400,000 paid to the Romero Law Firm.

PRICE REASONABLENESS: County Purchasing and Fleet Services released a Request for Proposal (RFP) TTARC-009, mailing solicitations to one hundred twelve companies, and advertising on the County's Internet site. The County received three responses to the RFP. The initial cost for services ranged from \$245,000 to \$441,000.

The proposals were reviewed by an evaluation team consisting of personnel from the Treasurer Tax Collector. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the RFP; bidders experience, ability; cost and fees; references; financial status; clarification, exceptions or deviations; credentials, resumes, licenses, and certifications. The County requested a best and final offer-pricing from the vendors. Based on the evaluation criteria as outlined in the RFP and the Best and Final offer received from the vendor's, the Romero Law Firm, at a cost of \$230,000, has been selected as the most responsive/responsible company for providing these services to the County of Riverside.

The evaluation committee recommends that the award be given to the Romero Law Firm.

REVIEW/APPROVAL:

County Purchasing concurs with this request and County Counsel approves the agreement to form.

PROFESSIONAL SERVICE AGREEMENT

for

BANKRUPTCY SERVICES

between

COUNTY OF RIVERSIDE

and

ROMERO LAW FIRM



THIS AGREEMENT, dated _____, is made by and between the COUNTY OF RIVERSIDE (hereinafter referred to as "COUNTY") and Romero Law Firm (hereinafter referred to as ATTORNEYS").

WHEREAS, the Board of Supervisors (hereinafter referred to as the "Board"), which serves as the governing body of the COUNTY, desires to contract for professional legal services on behalf of the TREASURER/TAX COLLECTOR of COUNTY; and

WHEREAS, ATTORNEYS provide professional legal services, and are particularly qualified to perform the required services due to their legal competence and expertise; and

WHEREAS, COUNTY desires to retain ATTORNEYS services in connection with Tax Collection matters in local and out of state bankruptcy courts;

NOW THEREFORE, COUNTY and ATTORNEYS agree as follows:

1. Description of Services

1.1 ATTORNEYS shall provide all services as outlined and specified in this agreement and as specified in EXHIBIT A, SCOPE OF SERVICE, consisting of two (2) pages and EXHIBIT B, PAYMENT PROVISION consisting of one (1) page, attached hereto and incorporated herein by this reference.

1.2 ATTORNEYS represent and maintain that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. ATTORNEYS shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. ATTORNEYS further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. ATTORNEYS further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. ATTORNEYS Is Not To Perform Services Outside Of The Contract.

2. Period of Performance

2.1 This Agreement shall be effective upon execution of this contract and continue in effect through June 30, 2013, with the option to renew for four (4) additional years, in one year increments, unless terminated as specified in Section 4 TERMINATION. ATTORNEYS shall commence performance of requested services upon notification and shall diligently perform such services.

2.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of ATTORNEYS fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify ATTORNEYS in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification by ATTORNEYS. In the event of such termination, ATTORNEYS shall be entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

3. Compensation

3.1 The COUNTY shall pay the ATTORNEYS for services performed and expenses incurred in accordance with the terms of Fees. ATTORNEYS shall provide legal services at the billing rate: See EXHIBIT B, for per hour rate. Any rate increase shall require an amendment to this AGREEMENT. Maximum payments by COUNTY to ATTORNEYS shall not exceed two hundred thirty thousand (\$230,000) Dollars annually. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEYS hourly rates. ATTORNEYS shall note that COUNTY is exempt from all local filing fee charges. Reimbursable ordinary expenses shall include, but not be limited to: (I) Deposition fees; (ii) Transcript fees; (iii) Postage; (iv) Messenger service; (v) Process service; (vi) Document reproduction by outside vendor.

3.2 Reimbursable extraordinary expenses shall include charges of which ATTORNEYS have obtained prior approval of COUNTY. Such expenses shall include, but not be limited to:

(a) Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary information for COUNTY audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY, which work shall be a gratuitous effort by ATTORNEYS; and (iv) mileage, travel expenses or telephone expenses from the regular office of ATTORNEYS to the County of Riverside.

(b) It is the expectation of COUNTY that it not be billed for ordinary overhead expenses, including (i) ordinary word processing; (ii) time to prepare and review billings; and (iii) meals when involved in local cases. Reimbursable charges would include (I) long distance telephone calls; (ii) express mail when deemed necessary; (iii) fax charges; (iv) local travel to court; (v) photocopy charges (within industry standards); (vi) postage (within standard U.S. postal rates); and (vii) travel time and expenses at prudent levels for travel out of the southern California area, with prior authorization of COUNTY.

(c) Billing and Payments: ATTORNEYS shall submit its billing statement at least quarterly, but no more frequently than monthly, in arrears, no later than the last day of the month following the month(s)

for which services were rendered. The original billing statement(s) and one copy shall be submitted to the TREASURER/TAX COLLECTOR of COUNTY:

**COUNTY OF RIVERSIDE
Treasurer-Tax Collector
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Attn: Melissa Johnson**

(d) The original of each billing statement shall have the declaration of ATTORNEYS' Supervising Attorney or designated Lead Counsel and shall be identified by a unique number and shall be itemized to include: (i) attorney providing task, hourly rates and specific activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed and (iv) current period expenses and total cumulative expenses billed in itemized categories.

(e) ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEYS.

(f) COUNTY shall make payment(s) for services rendered under this AGREEMENT monthly in arrears based on the itemized billing statement(s) ATTORNEYS submit to COUNTY. The legal and accounting staff of COUNTY shall review all billing statements in accordance with County policy and standards. COUNTY shall make its best effort to process payments promptly after receiving ATTORNEYS monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

3.3 No price increases will be permitted during the first year of the price agreement. All price decreases will automatically be extended to the COUNTY. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. Adjustments increasing the ATTORNEYS profit will not be allowed. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subjected to satisfactory performance review by the using COUNTY agency and approved for budget funding by the County Board of Supervisors.

4. **Termination.** Services performed under this AGREEMENT may be terminated in whole or in part at anytime COUNTY deems to be in its best interest. COUNTY shall terminate services by delivering to ATTORNEYS a written Termination Notice specifying the extent to which services are terminated and the effective termination date no later than 30 days after notice is received.

4.1. **Effect of Termination.** After receiving a Termination Notice and unless otherwise directed by COUNTY, ATTORNEYS shall: (1) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (2) complete services not terminated by the Termination Notice; (3) submit final billing for terminated services within thirty (30) days from the effective termination date; and (4) promptly submit a brief closing report advising COUNTY of the status of the matters being handled and any list and description of all future scheduled court appearances and outstanding discovery matters.

4.2. **Closing Report Upon Termination.** ATTORNEYS shall deliver a Closing Report to COUNTY immediately after termination of services, which shall include, but not be limited to:

- (a) A brief description of the case/matter.
- (b) A discussion of applicable law.
- (c) A list and description of all future scheduled court appearances and outstanding discovery matters.

5. ATTORNEYS shall give COUNTY copies or originals, as appropriate, of all evidence, case files and attorney work product for any case in which ATTORNEYS are substituted out as attorney of record. This includes any computerized index, computer programs and document retrieval system created or used for the case and for all related litigation matters. When instructed by COUNTY, ATTORNEYS shall file with the court the appropriate substitution of counsel.

6. Professional Conflict of Interest ATTORNEYS represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this AGREEMENT.

(a) Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall not (i) participate in the services provided by ATTORNEYS to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former COUNTY employee left COUNTY employment.

(b) If either ATTORNEYS or COUNTY determines a matter of professional conflict has arisen during trial preparation or during the trial itself ATTORNEYS or COUNTY may give written notice of immediate termination of the AGREEMENT subject to ATTORNEYS duty to provide adequate representation until the appropriate substitutions can be made.

7. ATTORNEYS Services and Responsibilities of this agreement. Upon appointment in any matter, ATTORNEYS shall provide COUNTY with the names of other professionals (partners, associates, law clerks, paralegals, etc.) who will assist in the conduct of the case. The functions to be performed by each professional shall also be provided. COUNTY requests no junior attorney be assigned its files. A junior attorney for research, minor discoveries and court appearances with ATTORNEYS Supervising Attorney being fully responsible for the quality of the work product. COUNTY also requests no more than two (2) senior attorneys in the firm handle its files. Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of work product remains with ATTORNEYS Supervising Attorney. The County Counsel retains the right to approve or disapprove any and all attorney assignments.

8. Key ATTORNEYS Personnel

(a) ATTORNEYS Supervising Attorney for this engagement shall be Martha Romero. Any change in ATTORNEYS Supervising Attorney shall be first authorized in writing by COUNTY. ATTORNEYS Supervising Attorney shall have full authority to act for ATTORNEYS on all daily operational matters under this AGREEMENT and shall serve as or delegate Lead Counsel for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for parties, depositions, document production, and all court and other proceedings in which substantive rights of the parties may be determined.

(b) Designation of Lead Counsel shall be subject to written approval by COUNTY.

(c) Support attorneys and paralegals shall be designated by ATTORNEYS Supervising Attorney. Any change in staffing shall be made only upon telephonic or written notice, and written consent, which may be made by facsimile transmission, by COUNTY, which consent shall not be unreasonably withheld.

(d) Representation. ATTORNEYS shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category. ATTORNEY'S legal representation shall include, but not be limited to:

- (1) Review of tax documentation and pleadings in bankruptcy court.

(2) All settlement negotiations.

(3) Appearances at all law and motion hearings, discovery proceedings, hearings on order to show cause, writs, trials, and, where applicable, administrative hearings.

(e) All legal research, preparation for hearings, and review of all documents and other evidentiary materials.

(f) Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.

(g) ATTORNEYS shall meet with COUNTY as COUNTY requires and provide all information and reports, including an estimate of fees for each phase of representation, deemed necessary by COUNTY to keep it informed, but shall meet with COUNTY at least prior to the following phases of the litigation to outline a mutually agreed upon plan and an estimate of cost for each identified phase:

- (1) Motions prior to Answer;
- (2) Answer and Discovery;
- (3) Dispositive Motions, such as Summary Judgment;
- (4) Pretrial Preparation; and
- (5) Trial.

Contact point will be Melissa Johnson with the Tax Treasurer Collector.

(h). Prior Approvals. ATTORNEYS shall obtain the prior written approval of COUNTY before: (i) retain any consultant or expert witness; (ii) filing any demurrer or motion or scheduling any deposition; (iii) undertaking research of more than twelve (12) hours on any particular issue; (iv) commencing travel on behalf of COUNTY outside the Counties of Los Angeles or Riverside.

(i) In addition, ATTORNEYS shall: (i) consult with COUNTY on trial and tactical decisions; (ii) assist COUNTY in settlement evaluations and negotiations, and shall obtain authority from COUNTY before making any settlement proposal on behalf of COUNTY or to the Court or to any other party to the case; (iii) immediately notify and the COUNTY verbally and in writing when a judgment, ruling on a motion or demurrer, verdict or other award is rendered; (iv) provide COUNTY with copies of all pleadings filed by ATTORNEYS or any other party with the court or other administrative body and provide COUNTY with copies of all court rulings; and (v) keep and preserve all backup documentation to support all entries included in its billings for a period of four (4) years after termination or completion of the matter for which ATTORNEYS have been retained.

9. **Case Evaluation.** ATTORNEYS shall provide COUNTY with an initial case evaluation on any litigation involving the COUNTY or any subordinate entity or program that will serve as the basis for developing the legal position and strategy of COUNTY and for controlling litigation costs. ATTORNEYS shall provide case status reports upon request of the Supervising Attorney designated by COUNTY.

10. **Supervising Attorney of COUNTY.** The Supervising Attorney of COUNTY shall be the County Counsel, except that County Counsel may designate an attorney in his office to act as Supervising Attorney. The Supervising Attorney of COUNTY shall have full authority to act for COUNTY on all daily operational matters under this AGREEMENT and shall review and approve all ATTORNEYS reports, whether written or verbal, and any change in ATTORNEYS Supervising Attorney or designated Lead Counsel. Approval of proposed settlement recommendations is subject to approval by the Board, as governing body of COUNTY.

11. **Indemnification-Insurance.**

ATTORNEYS shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of ATTORNEYS, its officers, employees, sub ATTORNEYS, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of ATTORNEYS, its officers, employees, sub ATTORNEYS, agents or representatives Indemnitors from this Agreement. ATTORNEYS shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

11.2 With respect to any action or claim subject to indemnification herein by ATTORNEYS, ATTORNEYS 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 ATTORNEYS indemnification to Indemnitees as set forth herein. ATTORNEYS obligation hereunder shall be satisfied when ATTORNEYS has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

11.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEYS obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

11.4 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 ATTORNEYS from indemnifying the Indemnitees to the fullest extent allowed by law.

11.5 ATTORNEYS indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, ATTORNEYS shall provide immediate

notice to COUNTY of the action or claim. ATTORNEYS may defend or settle the action or claim as ATTORNEYS deems appropriate; however, ATTORNEYS shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

11.6 Without limiting or diminishing the ATTORNEYS obligation to indemnify or hold the COUNTY harmless, ATTORNEYS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

11.7 Workers' Compensation: If the ATTORNEYS has employees as defined by the State of California, the ATTORNEYS shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

11.8Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEYS performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

11.9 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEYS shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance 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 name the COUNTY as Additional Insureds.

11.10 ATTORNEYS shall maintain Professional Liability Insurance providing coverage for the ATTORNEYS 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. If ATTORNEYS Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEYS shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 ATTORNEYS has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

11.11 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The ATTORNEYS must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ATTORNEYS'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) ATTORNEYS shall cause ATTORNEYS'S 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, and 2) if requested to do so orally or 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. Further, said Certificate(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 Agreement 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 endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEYS shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the ATTORNEYS insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEYS has become inadequate.

6) ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of sub ATTORNEYS working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. Confidentiality ATTORNEYS shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

13. Communications with COUNTY, ATTORNEYS recognize that their relationship with COUNTY and its agents and employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this AGREEMENT from or through COUNTY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY officers, employees and agents in connection with said relationships or proceedings. ATTORNEYS understand that the County Counsel is the legally empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY, its governing body or other officers or employees.

14. Notices. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or ATTORNEYS at the addresses below, or at any other Address COUNTY or ATTORNEYS shall provide in writing to each other:

If to COUNTY:	COUNTY OF RIVERSIDE Treasurer-tax Collector 4080 Lemon Street Fourth Floor Riverside, CA 92501 Attn: Melissa Johnson
---------------	-------------------------------------------------------------------------------------------------------------------------------------

If to ATTORNEYS:	(See Signature Line)
------------------	----------------------

15. **Alteration** The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the ATTORNEYS for adjustment under this paragraph shall be assessed within 30 days of when the ATTORNEYS received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the ATTORNEYS at any time prior to final payment under this agreement.

16. **Assignment**. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of COUNTY shall constitute a material breach of

this Agreement. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of COUNTY.

17. Complete Agreement. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this AGREEMENT.

18. Entire Agreement. This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County of Riverside
Board of Supervisors
4080 Lemon Street, 4th Floor
Riverside, CA 92501

ATTORNEYS:

Romero Law Firm
BMR Professional Building
6516 Bright Avenue
Whittier, CA 90601

By: _____

Name: John Tavaglione

Title: Chairman of the Board of Supervisors

Date: _____

By: Martha E. Romero

Name: Martha E. Romero ESQ

Title: Owner/Principal

Date: 6/28/12

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 6/28/12

**EXHIBIT A
REQUIRED SCOPE OF WORK ATTORNEYS**

The area serviced under this solicitation will primarily be Federal Bankruptcy Courts in the State of California, but the ATTORNEYS will be required to handle matters outside of California as needed.

1. ATTORNEYS will provide legal representation to the Treasurer in regard to property tax matters. Legal representation shall be by attorney or staff qualified to perform the legal tasks at the least costly billing category. ATTORNEYS legal representation shall include, but not be limited to:
 - A. Review of tax documentation and pleadings in bankruptcy court.
 - B. All settlement negotiations.
 - C. Appearances at all law and motion hearings, discovery proceedings, hearings on order to show cause, writs, trials, and, where applicable, administrative hearings.
 - D. All legal research, preparation for hearings, and review of all documents and other evidentiary materials.
 - E. Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.

2. ATTORNEYS shall advise the Treasurer on the following, but not be limited to:
 - A. Compliance with all applicable federal laws, rules, regulations, policies and procedures affecting current and future bankruptcy claims.
 - B. Compliance with all applicable state laws, rules, policies, and procedures, affecting current and future bankruptcy claims.
 - C. Advise the Treasurer of large bankruptcy filings.

3. ATTORNEYS shall meet with the Treasurer or his designee as required and provide all information, and reports, including an estimate of fees for each phase of representation, as deemed necessary by Treasurer. ATTORNEYS shall meet with the Treasurer or his designee at least prior to the following phases of the litigation in order to outline a mutually agreed upon plan and an estimate of cost for each identified phase:
 - A. Motions prior to Answer;
 - B. Answer and Discovery;
 - C. Dispositive Motions, such as Summary Judgment;
 - D. Pretrial Preparation; and
 - E. Trial.

4. ATTORNEYS shall obtain the prior approval of the Treasurer or his designee prior to:
 - A. Retaining any consultant or expert witness;
 - B. Filing any demurrer or motion or scheduling any deposition;
 - C. Undertaking research of more than twelve (12) hours on any particular issue;
 - D. Commencing travel outside the Counties of Los Angeles or Riverside.
 - E. Prior to rendering any extraordinary services.

5. ATTORNEYS shall:
 - A. Consult with Treasurer or his designee on trial and tactical decisions;
 - B. Assist Treasurer in settlement evaluations and negotiations, and shall obtain authority from Treasurer before making any settlement proposal on behalf of the County or to the Court or to any other party to the case;
 - C. Immediately notify the Treasurer or his designee verbally and in writing when a judgment, ruling on a motion or demurrer, verdict or other award is rendered;
 - D. Provide Treasurer with copies of all pleading filed by ATTORNEYS or any other party with the court or other administrative body and provide Treasurer with copies of all court rulings;
 - E. Preserve all backup documentation to support all entries included in its billings for a period of four (4) years after termination or completion of the matter for which ATTORNEYS have been retained.
 - F. Shall advise the Treasurer immediately of any significant exposure to the County of a financial nature.
6. ATTORNEYS must be an experienced Bankruptcy attorney or be a certified Bankruptcy specialist as well as meet the requirements listed below.
7. ATTORNEYS shall be required to maintain active membership in the State Bar of California. ATTORNEYS shall, during the term of this Contract, report any pending disciplinary matter to the Treasurer or his designee within 24 hours of becoming aware of it.
8. ATTORNEYS shall be subject to and comply with Federal, State, local laws and regulations applicable with respect to performance under any resulting contract, including but not limited to, licensing, employment, including nondiscrimination.
9. ATTORNEYS will not utilize Special Appearance Attorneys without the approval of the Treasurer or his designee.

EXHIBIT B
PAYMENT PROVISIONS

1. Inclusive Hourly Rates:
 - a. Attorney Rate: \$250.00
 - b. Paralegals and staff: \$135.00