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

FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
March 6, 2014

SUBJECT: Approval of Legal Services Agreement with Casso & Sparks LLP, Attorneys at Law, to Serve as Legal Counsel to the Oversight Board, [\$130,000], Successor Agency Administrative Cost Allowance, All Districts

RECOMMENDED MOTION: That the Board of Supervisors, acting in its capacity as Successor Agency to the Redevelopment Agency, approve and authorize the chairman to execute the attached professional agreement with Casso & Sparks LLP to serve as legal counsel to the Oversight Board.

BACKGROUND:

The Successor Agency approved a legal services agreement to serve as Oversight Board legal counsel with Meyers Nave APC at the Board of Supervisors meeting on June 19, 2012, Item.4.5. On November 15, 2012, the Oversight Board subsequently approved the recommendation to enter into an agreement with Ross & Casso, LLP, in order to assure continuity of legal counsel services to the Oversight Board through the continuation of James M. Casso's services at his new firm of Ross & Casso, LLP.

(continues on page 2)

Rohini Dasika
Rohini Dasika
Senior Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 35,000	\$ 95,000	\$ 130,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Successor Agency Administrative Cost Allowance
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
BY: *Alex Gann*
Alex Gann
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY**

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: RDA,EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 4.1, 12/11/12; 4.5, 6/19/12 | District: All | Agenda Number:

4-1

FISCAL PROCEDURES APPROVED
PAUL ANGUILO, CPA, AUDITOR-CONTROLLER
BY: *Esteban Hernandez*
5/6/14

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis*
ANITA C. WILLIS
DATE: 3-5-14

- Positions Added
- Change Order
- A-30
- 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Legal Services Agreement with Casso & Sparks LLP, Attorneys at Law, to Serve as Legal Counsel to the Oversight Board, [\$130,000], Successor Agency Administrative Cost Allowance, All Districts

DATE: March 6, 2014

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BACKGROUND:

Summary

On February 4, 2014, Ross & Casso, LLP gave notice that effective close of business on or before February 28, 2014, Ross & Casso, LLP will dissolve and James M. Casso will be joining Casso & Sparks, LLP, Attorneys at Law ("Casso & Sparks").

Oversight Board to the Successor Agency met on February 20, 2014, and approved Oversight Board Resolution No. 2014-006, in which the Oversight Board directed the Successor Agency to prepare and enter into an agreement for Legal Services to be executed between the Successor Agency to the Redevelopment Agency for the County of Riverside and Casso & Sparks, in order to have James M. Casso continue to serve as Oversight Board legal counsel through his new firm.

Oversight Board legal counsel services are funded through the Successor Agency Administrative Cost Allowance that is approved with the ROPS. The term of the Agreement is from March 1, 2014 through June 30, 2015, or completion of the last work assignment.

Impact on Citizens and Businesses

Approval of the contract will allow the Oversight Board to continue to provide oversight and guidance to the Successor Agency throughout the redevelopment dissolution process. This action will ultimately benefit the citizens of Riverside County through increased and timely coordination with the Department of Finance, and the completion of redevelopment activity in the county.

**AGREEMENT WITH CASSO & SPARKS, LLP, ATTORNEYS AT LAW
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the date written below, and is made by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter referred to as "AGENCY") and CASSO & SPARKS, LLP, ATTORNEYS AT LAW (Law Firm), a California Limited Liability Partnership, (hereinafter (Law Firm) (hereinafter referred to as "ATTORNEYS"). The Parties hereto agree as follows:

1. TERM. This AGREEMENT shall commence as of March 1, 2014 and, unless terminated pursuant to Section 6, shall continue until June 30, 2015, or completion of the last work assignment, whichever occurs first.

2. LEGAL SERVICES. ATTORNEYS shall serve as legal counsel to the Oversight Board to the Successor Agency. This AGREEMENT is for transactional services only. Litigation services are not the subject of this AGREEMENT.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this AGREEMENT shall be James M. Casso. The Supervising Attorney shall have full authority to act for ATTORNEYS on all matters encompassed by this AGREEMENT and shall be fully responsible for the quality of the work produced.

Upon execution of this AGREEMENT, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this AGREEMENT. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the lowest level of personnel (e.g., junior attorneys, associates and paralegals) qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, AGENCY. AGENCY retains the right to approve or disapprove any and all attorney assignments.

4. PRIOR APPROVALS. ATTORNEYS shall obtain the prior written approval of AGENCY before: (i) retaining any consultant; or (ii) commencing travel on behalf of AGENCY outside the Counties of Riverside or San Bernardino.

5. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEYS represent and warrant that no AGENCY employee whose position in AGENCY 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.

It is possible that some of ATTORNEYS' present or future clients will have disputes with AGENCY during the time that ATTORNEYS are representing the AGENCY. Should a situation arise where a client engages ATTORNEYS in any matter adverse to AGENCY and/or the County of Riverside ("COUNTY", or in which AGENCY OR COUNTY'S interest may be adversely affected, ATTORNEYS will notify AGENCY in writing. Upon receipt of such notice, AGENCY may

determine that the conflict can be waived or may determine that it is in the AGENCY'S best interest to terminate the services of ATTORNEYS. Should AGENCY determine that it is in AGENCY'S best interest to terminate the services of ATTORNEYS, AGENCY will notify ATTORNEYS in writing. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination.

6. TERMINATION. Services performed under this AGREEMENT may be terminated by AGENCY, in whole or in part, at any time COUNTY deems termination to be in its best interest. AGENCY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by AGENCY and specifying the extent to which services are terminated and the effective termination date.

7. EFFECT OF TERMINATION. After receiving a Termination Notice, and unless otherwise directed by AGENCY, ATTORNEYS shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (ii) complete services not terminated by the Termination Notice; and (iii) submit final billing for terminated services within thirty (30) days from the effective termination date.

8. CLOSING REPORT UPON TERMINATION. ATTORNEYS shall deliver a Closing Report to AGENCY immediately after termination of services under Section 6 which shall include, but not be limited to: (i) a brief description of the status of all matters for which services have been provided; and (ii) a discussion of COUNTY's exposure and applicable law, if appropriate.

ATTORNEYS shall give COUNTY copies or originals, as appropriate, of all files and attorney work product relating to all matters for which services have been provided. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

9. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the terms of this AGREEMENT shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00), unless a written amendment to this AGREEMENT is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by AGENCY beyond the approved compensation. ATTORNEYS shall notify AGENCY immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation.

10. FEES. The billing rate for all personnel providing services under this AGREEMENT shall be as set forth in Exhibit B, consisting of one (1) page, which is attached hereto and incorporated herein by this reference.

11. EXPENSES. AGENCY 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 ATTORNEYS' hourly rates.

Reimbursable ordinary expenses shall include, but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iii) in-house document reproduction; and (iv) long distance phone calls. If any amount charged shall exceed \$250.00 in any one month, prior approval of the AGENCY shall be obtained.

Reimbursable extraordinary expenses shall include charges for which ATTORNEYS have obtained prior approval of AGENCY. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the County of Riverside or San Bernardino; (iii) investigative services and (iv) any expense item exceeding Two Hundred Fifty Dollars (\$250.00).

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 AGENCY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by AGENCY; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to AGENCY.

12. PAYMENT. ATTORNEYS shall submit its billing statement 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:

Alex Gann, Deputy County Executive Officer
County of Riverside Executive Office
4080 Lemon Street, Suite 400
Riverside, CA 92501

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each professional; (ii) a listing of each activity as a line item in a time reporting format acceptable to AGENCY with a description of specific activities for each professional; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

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 by AGENCY and ATTORNEYS.

AGENCY shall make payment(s) for services rendered under this AGREEMENT monthly in arrears based on the itemized billing statement(s) submitted by ATTORNEYS. Payment shall be made by AGENCY within thirty (30) days after receipt of billing from ATTORNEYS. AGENCY shall not pay interest or finance charges on any outstanding balance(s).

13. SUPERVISION OF AGREEMENT. The AGENCY Deputy Executive Officer, or his/her designee, shall have full authority to act for AGENCY on all matters encompassed by this AGREEMENT.

14. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this AGREEMENT. The maintenance of confidentiality shall be in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality,

including the Code of Professional Responsibility. ATTORNEYS shall inform all personnel providing services of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

15. COMMUNICATIONS WITH COUNTY. ATTORNEYS recognize that their relationship with AGENCY and its agents, 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 AGENCY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information obtained from AGENCY and its agents, employees, officers and/or representatives in connection with said relationships or proceedings. ATTORNEYS understand that the Office of County Counsel is the empowered legal representative of AGENCY and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent COUNTY'S legislative or appointive bodies.

16. INSURANCE. Without limiting or diminishing ATTORNEYS' obligation to indemnify or hold AGENCY and COUNTY harmless, ATTORNEYS 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. Workers' Compensation:

Statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California, if ATTORNEYS have employees as defined by the State. 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 AGENCY and COUNTY, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, 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 AGENCY, its Board of Supervisors, Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials, directors, officers, employees, agents or representatives as Additional Insureds. The 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.

C. 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 AGENCY, its Board of Supervisors, its Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials directors, officers, employees, agents or representatives as Additional Insureds.

D. Professional Liability:

ATTORNEYS shall maintain Professional Liability Insurance providing coverage for services 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. Upon termination of this AGREEMENT or the expiration or cancellation of the claims made insurance policy, ATTORNEYS 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 ATTORNEYS have 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.

E. 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 AGENCY'S Risk Manager. If AGENCY'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) ATTORNEYS' insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY'S Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to AGENCY, and at the election of AGENCY'S Risk Manager, ATTORNEYS' carriers shall either: 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with 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' insurance carrier(s) to furnish AGENCY 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 AGENCY'S 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 AGENCY 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 AGENCY 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 coverages set forth herein and that the insurance required herein is in full force and effect. ATTORNEYS shall not commence services until the AGENCY 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 ATTORNEYS' insurance shall be construed as primary insurance, and AGENCY'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 services which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years AGENCY reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverages currently required herein, if, in AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by ATTORNEYS has become inadequate.

6) ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors 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 AGENCY.

8) ATTORNEYS agree to notify Y 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.

17. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless AGENCY, its Board of Supervisors, Agencies, Districts, Special Districts and Departments and their respective elected and appointed officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnified Parties") from any liability whatsoever including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of ATTORNEYS, its

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this AGREEMENT. ATTORNEYS shall defend, at its sole expense, and pay all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

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

ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS have provided to AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the action or claim involved.

The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

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

If to AGENCY:

Alex Gann, Deputy County Executive Officer
County of Riverside Executive Office
4080 Lemon Street, Suite 400
Riverside, CA 92501

If to ATTORNEYS:

James M. Casso, Principal
Casso & Sparks, LLP
Attorneys at Law
P.O. Box 4131
West Covina, CA 91791

19. ASSIGNMENT. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of AGENCY. Any attempt by ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of AGENCY 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 AGENCY.

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

Dated: MAR 18 2014

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

ATTEST:

By: Jeff Stone
Jeff Stone
Chairperson, Board of Supervisors

Kecia Harper-Ihem, Clerk of the Board

By: [Signature]
Deputy

CASSO & SPARKS, LLP
ATTORNEYS AT LAW

Dated: 2/27/14

By: James M. Casso
James M. Casso, Principal

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 3-6-14
ANITA C. WILLIS DATE

EXHIBIT A

Scope of Services

ATTORNEYS will provide legal services reasonably required to represent and advise the Oversight Board in carrying out its duties, responsibilities and obligations as set forth in ABx1 26 and, AB 1484 as codified in California Health & Safety Code sections 33500 et seq. These services shall include attendance at all meetings of the Oversight Board, provision of advice on compliance with the Brown Act, Political Reform Act, ABx1 26, AB 1484, the Oversight Board By-Laws; enforceable obligations and other matters related to the Oversight Board's performance of its statutory duties and obligations.

EXHIBIT B

Fee Schedule

PERSONNEL	HOURLY RATES
Principals	\$275.00
Associates	\$235.00