AGREEMENT BIBLIOGRAPHY

Agreement With:	Woodruff, Spradlin and Smart				
Agreement Type:	Successor Agency Legal Counsel				
Date Approved:	02 28 2012				
Start Date:	02 01 2012				
End Date:	N/A				
Contract Amount:	See Agreement				
Comments:	Finance				
Insurance Expiration:	04 12 2015				
Date Archived:	Archived on 04/23/2014				



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Safeguard all official records of the City.

Conduct municipal elections and oversee legislative administration.

Provide reliable, accurate, and timely information to the

City Council, staff, and the general public.

Bruce A. Broadwater

Mayor

Dina Nguyen Mayor Pro Tem

Steven R. Jones Council Member

Christopher V. Phan Council Member

> Kris Beard Council Member

Woodruff, Spradlin & Smart 555 Anton Boulevard Suite 1200 Costa Mesa, CA 92626

Attention: Tom Nixon

April 24, 2014

Enclosed for your file is a copy of the Agreement by and between the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development (Successor Agency) and Woodruff, Spradlin & Smart approved on February 28, 2012; and a copy of the Agreement by and between the Garden Grove Housing Authority and Woodruff, Spradlin & Smart approved on February 28, 2012.

Sincerely,

Kathleen Bailor, CMC City Clerk/Secretary

By:

Teresa Pomeroy, CMC

Deputy City Clerk/Deputy Secretary

Enclosure

c: Fir

Finance Department

Finance Department/Purchasing

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is made to be effective February 1, 2012 by and between The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency"), a public agency serving as the successor agency to the dissolved community redevelopment agency pursuant to Division 24, Community Redevelopment Law of the California Health and Safety Code, in particular Parts 1.8 and 1.85 added by Assembly Bill x1 26 ("Dissolution Act"), and Woodruff, Spradlin & Smart, a professional corporation ("Consultant").

RECITALS

- A. The Successor Agency requires legal services relating to the Dissolution Act; and
- B. Consultant desires to perform such legal services for Successor Agency.

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

- 1. Successor Agency hereby retains and employs Consultant to provide the above-referenced legal services to Successor Agency.
- 2. Consultant shall provide such legal services to the Successor Agency on the same terms and conditions as are in the current legal services agreement, including any amendments thereto, between Consultant and the City of Garden Grove, the terms and conditions of which are incorporated herein by this reference.
- 3. This Agreement and the obligations contained herein shall be subject to any approvals and requirements of the Dissolution Act.

The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development

By:

Director

WOODRUFF, SPRADLIN & SMART

Rv.

Thomas F. Nixon

ATTEST:

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER Narver Insurance 641 W. Las Tunas Drive PO Box 1509 San Gabriel, CA 91776 Wesley G. Hampton		626-943-2200	O NAME: Yien Corathers				
		626-299-1010	PHONE (A/C, No, Ext): 626-943-2200	FAX (A/C, No):			
			E-MAIL ADDRESS: ycorathers@narver.com				
			PRODUCER CUSTOMER ID #: WOODR-1				
			INSURER(S) AFFORDING CO	NAIC #			
Woodruff, Spradlin & Smart, A Professional Corporation 555 Anton Blvd., Suite 1200 Costa Mesa, CA 92626	•		INSURER A: Sentinel Insurance	A XV	11000		
			INSURER B : Federal Insurance	A++ XV	20281		
	6	INSURER C : Aspen Specialty Insurance	A XV	10717			
		INSURER D :	1 // /				
			INSURER E :				
			INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE 2,000,000 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 72SBAUW7027 A COMMERCIAL GENERAL LIABILITY X 04/12/14 04/12/15 1,000,000 \$ CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ Reviewed and approved as to insurance language 4,000,000 GENERAL AGGREGATE \$ and/or requirements. GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 4,000,000 \$ PRO-JECT X POLICY AUTOMOBILE LIABILITY Managemen COMBINED SINGLE LIMIT 8 2,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE \$ 72SBAUW7027 X HIRED AUTOS 04/12/14 04/12/15 72SBAUW7027 04/12/14 04/12/15 X NON-OWNED AUTOS \$ S UMBRELLA LIAB X OCCUR 4,000,000 **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE 4,000,000 \$ 72SBAUW7027 A 04/12/14 04/12/15 DEDUCTIBLE \$ 10,000 RETENTION \$ WORKERS COMPENSATION X WC STATU-TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 04/01/14 7175-0587 04/01/15 1,000,000 E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 1,000,000 Professional LR001EH13 PER CLAIM 11/01/13 11/01/14 5,000,000 Liability AGGREGATE 5.000.000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City of Garden Grove, Garden Grove Housing Authority, Garden Grove Sanitary District and the City of Garden Grove as Successor Agency to Garden Grove Agency for Community Development are named as additional insureds in regards to General Liability.

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GARDEGR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Risk Management P.O. Box 3070 Garden Grove, CA 92842-3070

The City of Garden Grove

AUTHORIZED REPRESENTATIVE

CANCELLATION

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AGREEMENTS FOR LEGAL SERVICES WITH STRADLING, YOCCA, CARLSON & RAUTH AND WOODRUFF, SPRADLIN AND SMART (F: A-55.25SA) (F: A-55.370SA)

It was moved by Member Dalton, seconded by Member Nguyen, and carried by unanimous vote that the Agreement by and between the Successor Agency and Stradling, Yocca, Carlson & Rauth, and the Agreement by and between the Successor Agency and Woodruff, Spradlin and Smart, to provide legal services, be and hereby are approved; and the Director is authorized to execute the Agreements and make minor modifications as necessary, on behalf of the Successor Agency.

THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

INTER-DEPARTMENT MEMORANDUM

To:

Matthew J. Fertal

From: Economic Development

Dept:

Director

Subject:

AGREEMENTS FOR SUCCESSOR

Date:

February 28, 2012

AGENCY LEGAL SERVICES

OBJECTIVE

The purpose of this report is to request that The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") consider approval of legal services agreements with Stradling, Yocca, Carlson & Rauth and Woodruff, Spradlin and Smart.

BACKGROUND/ANALYSIS

The Successor Agency is charged with completing the projects, agreements and contracts listed on its Enforceable Obligation Payment Schedule (EOPS), Recognized Obligation Payment Schedule (ROPS), and otherwise winding down the business of the former Redevelopment Agency. In order to accomplish these tasks, the Successor Agency will require continued legal services.

FINANCIAL IMPACT

The financial impact is not yet determined, but will be funded from Tax Increment funds.

RECOMMENDATION

Staff recommends that The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development:

- Approve the attached legal services agreements with Stradling, Yocca, Carlson & Rauth and Woodruff, Spradlin and Smart; and
- Authorize the Successor Agency Director to execute the Agreements on behalf of the Successor Agency, and make minor modifications as necessary.

Senior Project Manager/Department Administrative Officer

Attachment 1: Agreements for legal services

so(h:chron/JD/Legal Services 2012 Staff Report v2 022812)

Recommended for Approval

Matthew Fertal Director