

AGREEMENT BIBLIOGRAPHY

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|-----------------------|-----------------------------------|
| Agreement With: | Stradling, Yocca, Carlson & Rauth |
| Agreement Type: | Successor Agency Legal Counsel |
| Date Approved: | 02 28 2012 |
| Start Date: | 02 01 2012 |
| End Date: | 06 30 2015 |
| Contract Amount: | See Agreement |
| Comments: | Finance |
| Insurance Expiration: | 05 01 2013 |
| Date Archived: | ARCHIVED 04/16/2015 |



**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.*

William J. Dalton
Mayor

Dina Nguyen
Mayor Pro Tem

Bruce A. Broadwater
Council Member

Steven R. Jones
Council Member

Kris Beard
Council Member

August 15, 2012

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660

Attention: Celeste Stahl Brady, Esq.

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 and Stradling Yocca Carlson & Rauth to provide legal counsel.

This Agreement was approved by the Successor Agency at their meeting held on February 28, 2012.

Sincerely,

Kathleen Bailor, CMC
Secretary

By: Teresa Pomeroy
Deputy Secretary

Enclosure

c: Finance Department
Finance Department/Purchasing

**AGREEMENT FOR PROFESSIONAL SERVICES
(Successor Agency)**

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is dated as of February 1, 2012 between the **CITY OF GARDEN GROVE AS THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT** ("Successor Agency") acting and serving as successor agency of the dissolved community redevelopment agency pursuant Division 24, Community Redevelopment Law of the California Health & Safety Code in particular Parts 1.8 and 1.85 added by Assembly Bill x1 26 ("Dissolution Act"), and **STRADLING YOCCA CARLSON & RAUTH**, a professional corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

- A. The City of Garden Grove ("City") is California municipal corporation.
- B. On December 29, 2011, in the petition *California Redevelopment Association v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act that dissolved all redevelopment agencies in California as of and on February 1, 2012.
- C. The Garden Grove Agency for Community Development ("Agency") is now a dissolved community redevelopment agency pursuant to the Dissolution Act.
- D. By resolution considered and approved by the City Council at an open public meeting the City chose to become and serve as the "successor agency" to the dissolved Agency under the Dissolution Act.
- E. As of and on and after February 1, 2012 the Successor Agency will perform its functions as the "successor agency" under the Dissolution Act.
- F. In functioning as the Successor Agency, the City Council and City are serving in a role established by and carrying out functions pursuant to the Dissolution Act which duties are distinct from its powers as a municipal corporation and general law city under California laws and the California Constitution; and, this Agreement is entered into pursuant and subject to the approvals and requirements of the Dissolution Act.
- G. Prior to dissolution the Agency was engaged in redevelopment activities to execute and implement its redevelopment plans and project areas pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code §33000, *et seq.*) ("CRL").
- H. Consultant is a law firm that is qualified in the area of public law, including the CRL, the Dissolution Act, the Housing Authorities Law, general municipal law,

public finance, and litigation, and other federal and state laws relating to general public law, and possesses professional skills with respect to interpreting such laws and representing Successor Agency as legal counsel relating to the Dissolution Act and for affordable housing, economic development, and other legal work.

I. In addition to the general and specialized counsel legal services provided by the City Attorney, Successor Agency desires general and special legal counsel legal services to advise and represent the Successor Agency relating to the CRL, the Dissolution Act, the Housing Authorities Law, general municipal law, public finance, and litigation, and other federal and state laws relating to general public law, and other legal matters as requested and directed by the Successor Agency, the City, the Housing Authority, the City Attorney, City Manager, or other public official or authorized designee.

J. The City and Agency have previously engaged, and currently has under contract, Consultant to provide special counsel legal services to the former Agency, the City, and to the Garden Grove Housing Authority for certain legal matters, including advisory and transactional work and public finance work, and now desires to enter into this separate Agreement for legal services relating to the to the Dissolution Act, the CRL, the Housing Authorities Law, other public law matters as so directed by Successor Agency.

NOW, THEREFORE, Successor Agency wishes to engage Consultant as legal counsel on the terms set forth below.

1. **Term.** This Agreement shall commence as of February 1, 2012 and shall remain and continue in effect until June 30, 2015, unless sooner terminated pursuant to the provisions of this Agreement; further, such term and the provisions hereof may be extended by action and approval of the City Manager and/or City Attorney, in writing.

2. **Services.** Consultant shall provide legal services relating to the Dissolution Act, the CRL, the Housing Authorities Law, other public law matters, public finance, litigation and other legal matters at the hourly rates set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. This Agreement is entered into pursuant and subject to the approvals and requirements of the Dissolution Act.

3. **Performance.** Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent perform all legal services as assigned and directed by authorized representatives of Successor Agency. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **Management.** The City Manager is hereby authorized to and shall represent Successor Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to assign tasks to be performed or change the compensation due to

Consultant. The City Manager shall be authorized to act on Successor Agency's behalf and to execute all necessary documents that assign or modify tasks to be performed or change Consultant's compensation, subject to Section 5 hereof. Further, the City Attorney is also authorized to act on Successor Agency's behalf and to execute all necessary documents that assign or modify the tasks to be performed or change Consultant's compensation, subject to Section 5 hereof.

5. Payment

(a) The Successor Agency agrees to pay Consultant, in accordance with the payment rates, terms and schedule of payment as set forth in **Exhibit A** based upon actual time spent on the tasks to be performed, as assigned by the City Manager, City Attorney, City Council, or other authorized persons during the term of the Agreement. If Successor Agency requests and Consultant provides other special counsel legal services, if any, then the hourly rates set forth in **Exhibit A** shall apply as set forth for herein unless separately negotiated and established in writing by the City Manager and Consultant.

(b) Consultant will submit invoices to Successor Agency for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If Successor Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. Suspension or Termination of Agreement without Cause

(a) Successor Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Successor Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) Consultant reserves the right to withdraw from representation of Successor Agency if, among other events, Successor Agency fails to honor the terms of this Agreement, Successor Agency fails to cooperate fully or follow Consultant's advice on a material matter, or any fact or circumstance occurs that would, in Consultant's view, render continuing representation unlawful or unethical. If Consultant elects to withdraw, Successor Agency will take all steps necessary to free Consultant of any obligation to perform further legal services, including the execution of any documents necessary to complete Consultant's withdrawal, and Consultant will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on Successor Agency's behalf. If necessary in connection with litigation, Consultant would request leave of court to withdraw.

(c) In the event this Agreement is terminated pursuant to this Section 6, Successor Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to Successor Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to Successor Agency pursuant to Section 5.

7. Date of Termination. Consultant's representation of Successor Agency will be considered terminated at the earlier of (i) Successor Agency's termination of Consultant's representation or (ii) Consultant's withdrawal from representation of Successor Agency.

8. Related Activities. If any claim or action is brought against Consultant or any personnel or agents of Consultant based on Successor Agency's negligence or misconduct, or if Consultant is asked to testify as a result of Consultant's representation of Successor Agency or must defend the confidentiality of Successor Agency's communications in any proceeding, Successor Agency agrees to pay Consultant for any resulting fees, costs, or damages, including our time, even if Consultant's representation of Successor Agency has ended.

9. No Guarantee of Outcome. Consultant does not and cannot guarantee any outcome in a matter.

10. Insurance. In accordance with the requirements of California Business and Professions Code §6148, Consultant advises Successor Agency that its firm maintains professional liability insurance coverage applicable to the services to be rendered to Successor Agency. Further, Consultant maintains and shall continue to maintain general liability coverage, hired automobile coverage, and workers' compensation insurance.

11. Payment Notwithstanding Dispute. In the event of any dispute that relates to Consultant's entitlement to payment from Successor Agency, all undisputed amounts shall be paid by Successor Agency. Any amounts in a client trust account, if any, held on Successor Agency's behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

12. Default Of Consultant

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Successor Agency subject to Section 6 above, shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his authorized representative determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he shall cause to be served upon the Consultant a written notice of the

default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, Successor Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

13. Ownership of Documents

(a) Consultant shall maintain complete and accurate records with respect to information required by Successor Agency that relate to the performing legal services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Subject to applicable laws and rules of professional conduct, Consultant shall provide free access to the representatives of Successor Agency, or its designees at reasonable times to such books and records; shall give Successor Agency the right to examine and audit said books and records; shall permit Successor Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Subject to applicable laws and rules of professional conduct, upon completion, termination or suspension of this Agreement, all documents prepared in the course of providing the services to be performed pursuant to this Agreement, with the exception of computer models previously developed by Consultant, shall become the sole property of Successor Agency and may be used, reused or otherwise disposed of by Successor Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to Successor Agency, at the Consultant's office and upon reasonable written request by Successor Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files, but excluding access to Consultant's computer models.

14. Independent Consultant

(a) Consultant is and shall at all times remain as to Successor Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Successor Agency and its officers, employees, or agents shall have no control over the conduct of Consultant or any of Consultant's shareholders, officers, employees, or agents, except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Successor Agency, or bind Successor Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Successor Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Successor Agency.

15. Legal Responsibilities

Consultant shall keep itself informed of State and Federal laws and regulations that affect those employed by it or affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations.

16. Undue Influence

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of Successor Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of Successor Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling Successor Agency to any and all remedies at law or in equity.

17. No Benefit to Arise to Local Employees

No member, officer, or employee of Successor Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to legal services provided hereunder during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceed thereof, for work to be performed in connection therewith.

18. Release of Information / Conflicts of Interest

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Successor Agency's prior written authorization. Consultant, its shareholders, officers, employees, agents or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the city boundaries. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Successor Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Successor Agency should Consultant, its shareholders, officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. Successor Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Successor Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Successor Agency's right to review any such response does not imply or mean the right by Successor Agency to control, direct, or rewrite said response.

19. Notices

Any notices that any party may desire to give to any other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Successor Agency: City Hall
 11222 Acacia Parkway
 Garden, Grove 92840
 Attention: City Manager

To Consultant: Stradling Yocca Carlson & Rauth
 660 Newport Center Drive Suite 1600
 Newport Beach, CA 92660
 Attention: Celeste Stahl Brady, Esq.

20. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of Successor Agency.

21. Licenses

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

22. Governing Law

Successor Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior court of the County of Orange or in the federal district court with jurisdiction over the City, unless the Dissolution Act requires otherwise.

23. Entire Agreement

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. Modification

No modification to this Agreement shall be effective unless it is in writing and signed by authorized representatives of the parties hereto.

25. Authority to Execute This Agreement

The City Manager on behalf of the Successor Agency is hereby authorized to execute this Agreement on behalf of Successor Agency. The persons executing this Agreement each warrant and represent that he/she has the authority to execute this Agreement on behalf of the party and has the authority to bind such party(ies) to the performance of its obligations hereunder.

26. Interpretation

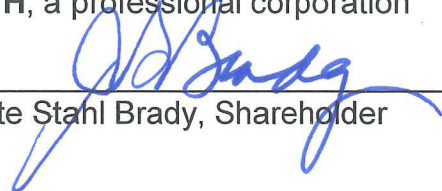
In the event of conflict or inconsistency between this Agreement and any other document or Exhibit A this Agreement shall control unless a contrary intent is clearly stated.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Professional Services to be executed the day and year first above written.

Consultant


STRADLING YOCCA CARLSON & RAUTH, a professional corporation



Celeste Stahl Brady, Shareholder


Successor Agency

CITY OF GARDEN GROVE AS THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, acting and serving as the successor agency to the dissolved redevelopment agency



~~City Manager~~ Director

ATTEST:



~~City Clerk~~ Secretary

APPROVED AS TO FORM



City Attorney

EXHIBIT A

SERVICES AND COMPENSATION RATES

1. **Specific Legal Services for Successor Agency shall be as requested and directed by the City Manager, the City Attorney, and authorized officials and staff:**
 - Legal research, writing, document preparation, conference calls, meetings, communications and correspondence by and among Successor Agency officials, staff, consultants, developers, owner representatives, developer's and owner's counsels and consultants, and other legal entities and persons involved with and related to the CRL, the Dissolution Act, the Housing Authorities Law, federal, state, and/or local funding and implementation of projects and/or programs related to affordable housing, general municipal law, public finance, and litigation, and other federal and state laws relating to general public law.
2. **Other Special Counsel Legal Services, as and if requested and directed by the City Manager and/or City Attorney:**

As may be required from time to time by Successor Agency and its officers, Consultant may be requested to provide other legal services on matters that may include, but not be limited to: (i) relocation, property acquisition, and brownfields matters; (iii) negotiating, drafting, and/or reviewing affordable housing agreements, purchase/sale agreements, disposition agreements, and other contracts; (iv) conflict of interest and other legal matters, as commenced upon request by and as required at the direction of the City Manager or City Attorney and/or authorized officers or staff of Successor Agency.

Further, at the request of the City Manager, City Attorney, or authorized officers or staff, Consultant may provide such further legal services as and if requested or directed, including without limitation, litigation services, rendering public finance advisory services, bond counsel services, bond counsel opinions related to preparing bond offerings; rendering of advice and other services on environmental, eminent domain, corporate, intellectual property, securities, employment, health care, or other legal matters.

3. Compensation:

Consultant shall be entitled to the following hourly rates during the term of the Agreement. Rates are subject to annual adjustment based on Consumer Price Index (CPI) for the prior year and such increase, if any, shall be applied to the hourly rates unless otherwise negotiated between the City Manager and Consultant; further, as to future or other special legal matters other fees and rates may be established in writing.

| | |
|--|-------|
| Shareholders/Partners (who include Celeste Stahl Brady and Thomas P. Clark, Jr.) | \$325 |
| Public Finance Shareholders/Partners | \$400 |
| Senior Associates | \$275 |
| Associates | \$250 |
| Paralegals | \$140 |

In the instance of a fixed fee arrangement for bond counsel services such fees shall be in accordance with a schedule established between Consultant and the City Manager from time-to-time in connection with one or more bond issues.

In addition to the fees herein above set forth, Consultant shall be reimbursed for all expenses incurred and paid by Consultant, such as long distance telephone calls, telecommunications, overnight and messenger delivery charges, postage, telecopies, reproduction of documents, electronic research, word processing, secretarial overtime, travel at the request of Successor Agency, court fees, and other expenses that may be necessary in connection with the legal services and scope of work to be undertaken by Consultant for and on behalf of Successor Agency.

4. Principal Attorneys:

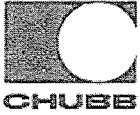
Celeste Stahl Brady and *Thomas P. Clark, Jr.* shall be primarily responsible for providing Consultant's services pursuant to this Agreement. Senior Associate *Vanessa Locklin* and other attorneys may be assigned as deemed necessary by Consultant to meet the needs of Successor Agency. *E. Kurt Yeager*, and, as necessary and directed by Successor Agency, shall be primarily responsible for providing Consultant's services that relate to public finance or bond issuance matters; and, as necessary and directed, *Allison E. Burns* shall be primarily responsible for providing Consultant's services that relate to litigation matters.

DESCRIPTIONS (Continued from Page 1)

follow direct from insurance carrier. Primary Wording applies as respects General Liability per forms #80-02-2000 (pgs. 22-23 of 32) attached. Additional Insured also applies as respects to Auto Liability per form #CA00010797 (pg. 2 of 10) attached.

"Should any policy be cancelled before the expiration date, BB&T Insurance Services will mail 30 (thirty) days written notice to the certificate holders which require such action."

*THIS CERTIFICATE SUPERSEDES & REPLACES THE CERTIFICATE PREVIOUSLY ISSUED ON 5/11/12.



Liability Insurance

Endorsement

Policy Period MAY 1, 2012 TO MAY 1, 2013

Effective Date MAY 1, 2012

Policy Number 3532-70-03 WUC

Insured STRADLING YOCCA CARLSON & RAUTH APC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 1, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

**ADDITIONAL
INSURED
SCHEDULED
PERSON OR
ORGANIZATION**

UNDER WHO IS AN INSURED, THE FOLLOWING PROVISION IS ADDED:

ANY PERSON OR ORGANIZATION DESIGNATED BELOW IS AN INSURED BUT ONLY WITH RESPECTS TO LIABILITY ARISING OUT OF WORK PERFORMED ON THE BEHALF OF THE NAMED ENTITY.

"Per schedule on file with carrier"

5-16-12

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "R. M. De" or similar, written over a horizontal line.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

5-16-12

General Liability

Conditions

Other Insurance (continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions**a. Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.



CERTIFICATE OF LIABILITY INSURANCE

SOET

DATE (MM/DD/YYYY)

10/27/2011

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 D.L.D. Insurance Brokers, Inc. Lic#0D25325 17712 Mitchell North Irvine, CA 92614 | | (949) 221-1788 | | CONTACT NAME: Ben Soeterik PHONE (A/C, No, Ext): (949) 553-5693 FAX (A/C, No): (949) 221-1797 E-MAIL ADDRESS: bsoeterik@dldins.com PRODUCER CUSTOMER ID #: STRAYOC-01 | |
| INSURED Stradling Yocca Carlson & Rauth 660 Newport Center Drive, Suite 1600 Newport Beach, CA 92660-6422 | | (L) | | INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. 20281 AH15 INSURER B: INSURER C: INSURER D: 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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--------------------------|-----|---------------|-------------------------|-------------------------|---|--------------------------------|
| | | INSR | WVD | | | | | |
| | GENERAL LIABILITY | | | | | | | |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | 71700994 | 11/3/2011 | 11/3/2012 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | N/A | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder continued: City of Garden Grove, City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, Garden Grove Housing Authority.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Garden Grove Attn: Jim Dellalunga, Economic Development Dept. 11222 Acacia Parkway Garden Grove, CA 92840- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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5-10-12

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 252
(4-84)

WC 04 03-06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/3/11 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (10) 7170-09-94 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to STRADLING YOCCA CARLSON & RAUTH

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Re: Legal Services Agreement

City of Garden Grove, City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, Garden Grove Housing Authority.

✓  5-16-12

CERTIFICATE OF INSURANCE

Number 1267

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend or alter the coverage afforded by the policy described below.

INSURED: Stradling Yocca Carlson & Rauth
660 Newport Center Drive
Newport Beach, CA 92660

INSURER: Federal ID #: 95-3347002
Attorneys Insurance Mutual Risk Retention Group, Inc.

COVERAGE: This is to certify that the policy of insurance listed below has been issued to the Insured named above for the 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 policy described herein is subject to all terms, exclusions and conditions of such policy. The limit shown may have been reduced by paid claims.

TYPE OF INSURANCE: Professional Liability

POLICY NUMBER: IP-0000-18/2011

POLICY PERIOD: July 1, 2011 to July 1, 2012 (12:01 a.m.)

LIMIT: A minimum of \$1,000,000 per claim and in aggregate including defense costs ✓
excess of a self-insured retention.

CANCELLATION: Should the above described policy be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named below. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. ✓

CERTIFICATE HOLDER: City of Garden Grove
City of Garden Grove as Successor Agency to the Garden Grove Agency for ✓
Community Development
Garden Grove Housing Authority
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: Jim Dellalonga, Economic Development Department

ISSUED BY: Attorneys Insurance Mutual Risk Retention Group, Inc.

DATE ISSUED: March 7, 2012



AUTHORIZED REPRESENTATIVE
Artex Risk Solutions, Inc.

5/16/12 ✓

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 AGENCY LEGAL SERVICES
Date: February 28, 2012

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:

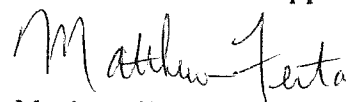
- Approve the attached legal services agreements with Stradling, Yocca, Carlson & Rauth and Woodruff, Spradlin and Smart; and
- Authorize the Successor Agency Director to execute the Agreements on behalf of the Successor Agency, and make minor modifications as necessary.


JIM DELLALONGA
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