

Oversight Board for Redevelopment Agency Successor Agency (RASA)

Meeting Date: 6/4/2012

Report Type: Discussion

Title: Approving Contract for Oversight Board Legal Services

Recommendation: Pass a **Resolution** Approving Contract with The Pioneer Group, LLP for Legal Services for Oversight Board (Board) for FY2012/13

Contact: Sheryl Patterson, Attorney for RASA and Senior Deputy City Attorney, City of Sacramento Office of the City Attorney, (916) 808-7292

Presenter: Sheryl Patterson, Attorney for RASA and Senior Deputy City Attorney, City of Sacramento Office of the City Attorney

Issue: Due to potential conflicts of interests between the positions of the City of Sacramento in its role as the RASA and the Board with regard to whether items on the Recognized Obligations Payment Schedule (ROPS) are “enforceable obligations” and possibly disagreements regarding the real property disposition strategy, RASA has advised the Board that it should hire its own counsel.

The Board appointed an Ad Hoc Committee to review the Legal Services Request for Qualifications (RFQ), the list of firms solicited, and the proposals received. The RFQ was sent out to 15 law firms and five proposals were received. The Committee interviewed three firms and recommends selection of The Pioneer Group, LLP based on their qualifications, understanding of the scope of services, and approach to the assignment with regards to limiting costs for their advisory services and minimizing the need to resort to litigation to resolve disputes.

Since it is uncertain whether the Board will have a continuing need for independent counsel advice once the issues with the items on the ROPS are resolved and the real property assets are sold over the next year, the recommended contract term is for a one year period. The costs were estimated at a not-to-exceed amount of \$100,000, assuming a minimal need for litigation representation. The ROPS for the period July 1 through December 31, 2012, approved on May 21, 2012, included expenditures of up to \$50,000 for the first six months. Either party can terminate the contract for their convenience with 30 days advance written notice.

The assigned tasks for the Board Counsel would include: (1) attending RASA and Housing Successor Agency coordination meetings on an as-needed basis, (2) reviewing

final RASA staff reports and agendas, (3) attending Board meetings, (4) reviewing correspondence from the State Department of Finance, the State Controller and the County Auditor-Controller, (5) reviewing AB 1X 26 clean-up legislation, and (6) meeting with stakeholder groups regarding enforceable obligation disputes. In addition, the Chair has the authority to approve additional tasks to implement Board directives and as may be needed to address issues that may arise between Board meetings. Any litigation representation would require Board approval, and such work would likely require additional compensation. The RASA Attorney would review all billings for accuracy, contract compliance, and budget monitoring.

Attachments:

- 1- The Pioneer Group, LLP Proposal
- 2 - Resolution: Approving Contract with The Pioneer Group, LLP for Legal Services for Oversight Board for FY2012/13
Exhibit A - Contract for Legal Services for Oversight Board



May 11, 2012

Via electronic mail and hand-delivery

Sheryl Patterson, Senior Deputy City Attorney
City Attorney's Office
City of Sacramento
915 I Street, 4th Floor
Sacramento, CA 95814

Re: Response to Request for Qualification (RFQ) for Legal Services for the Redevelopment Agency Successor Agency Oversight Board

Dear Ms. Patterson:

Thank you for providing Pioneer Law Group, LLP the opportunity to reply to the City of Sacramento's Request for Qualification for Legal Services for the Oversight Board of the Redevelopment Agency Successor Agency ("RASA Oversight Board").

I am the Managing Partner of Pioneer Law Group, LLP and would serve as the RASA Oversight Board's primary point of contact and lead attorney. My partners, Joel Erb and Andrea Matarazzo, will be assigned work as needed. We are very excited about the opportunity to provide legal services to the Board.

The Board faces a unique challenge in fulfilling its legal obligations under ABx1 26. Specifically, it will be looking to satisfy its obligations in a difficult fiscal environment at both the state and local level. Legal counsel will need the ability to advise the RASA Oversight Board on board protocol, and perhaps most importantly, provide legal counsel on a developing and rapidly evolving area of law. Additionally, counsel will need experience working with the State of California to protect the interests of the RASA Oversight Board.

Sheryl Patterson, Senior Deputy City Attorney
City Attorney's Office
May 11, 2012
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Pioneer Law Group, LLP is built for this exact type of representation. We have only highly experienced partner-level lawyers that have extensive experience in representing clients, including boards of directors, on some of the largest and complex projects in the State of California. This experience includes negotiating with the State on project specific legislation. This unparalleled experience, along with an efficient cost structure due to lower overhead compared to a heavily leveraged general practice firm, makes Pioneer Law Group, LLP a perfect fit for the RASA Oversight Board.

Pursuant to the terms of the RFQ, we have divided our response into four sections: Description of Qualifications, Attorney Resumes, Representative Clients and Client References, and Rates and Fee Structure.

In closing, I believe Pioneer Law Group, LLP is uniquely qualified to serve as General Counsel for the RASA Oversight Board, and I would like to thank the Board and RASA staff for the opportunity to respond to the RFQ.

Please let me know if you have any questions.

Very truly yours,

PIONEER LAW GROUP, LLP

JEFFREY K. DORSO
(916) 496-8500
jeffrey@pioneerlawgroup.net

JKD:jis
Enclosures



Response to Request for Qualifications
for Legal Services
for the Redevelopment Agency
Successor Agency Oversight Board



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Section I: Description of Qualifications

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Description of Qualifications

Pioneer Law Group, LLP is a specialized law firm that focuses on complex real property development. We have unparalleled experience working on some of the largest and most complex public-private partnerships in Sacramento and throughout California. These projects include negotiating issue-specific legislation with the State of California, completing federal/state/private financing and, where necessary, litigation.

In terms of firm structure, we have three equity partners that all are recognized as experts in their respective areas of practice. Because of our expertise and size, we are selective in our representations, which allows us to provide clients the best legal service at a very efficient cost. Further, since we have extensive experience working on the private side of complex redevelopment projects, we have extensive experience working collaboratively with public agency staff to successfully and efficiently solve complex redevelopment issues.

Jeffrey K. Dorso will serve as the lead attorney for the Redevelopment Agency Successor Agency Oversight Board (“RASA Oversight Board”). In this position, he will utilize equity partners Joel Patrick Erb and Andrea A. Matarazzo as needed, and the office paralegal and assistant.

Below is a summary of each attorney with resumes following:

LEAD ATTORNEY – JEFFREY K. DORSO

Jeffrey K. Dorso has extensive experience providing strategic legal counsel to property owners, boards of directors, public agencies, and business associations on complex property disposition and development issues, including disposition and development agreements, finance, state legislation, public-private partnerships, entitlements, and litigation. This practice, which spans California and has included work in over 25 different cities and counties, includes land use and environmental litigation.

Description of Qualifications

While Jeffrey counsels both public agencies and private clients, Jeffrey has also served on the board of directors for three private companies, and currently is serving on the board of director for three non-profit companies, including the Sacramento Zoo, Miyamoto Global Disaster Relief, and Solar Cookers International.

In addition to serving on several different boards of directors, Jeffrey has also been requested to take an active role in navigating the recent changes in redevelopment law. In 2011, upon the nomination of West Sacramento City Councilman Chris Ledesma, Jeffrey agreed to develop and serve in a lead role on the City of West Sacramento Post-Redevelopment Finance Advisory Commission. No other law firm was selected to serve on this Commission. This Commission was responsible for developing and recommending to the West Sacramento City Council and staff a strategic path forward for West Sacramento given the recent changes in redevelopment law.

Some recent examples of relevant projects include:

- Serve as counsel for the City of Livermore Redevelopment Agency on comprehensive redevelopment issues, potential state legislation, the Brown Act and the Political Reform Act, annexation, and hazardous materials strategies for both downtown Livermore, and new growth areas.
- Lead attorney for negotiation and drafting of development agreement, finance plan, environmental review, and entitlements for West Sacramento riverfront redevelopment. Work with City staff on preparing and executing state Prop 1C documents. Project successfully received over \$23 million dollars in Prop 1C funding.

Description of Qualifications

- Provide in house legal counsel to board of directors for \$400 million dollar private company. Responsible for strategic legal advice to board of directors, risk management, contract and expense approvals, and oversight of outside legal counsel. Legal services are provided on a fixed fee basis.
- Lead attorney for development and financing of the Sacramento Railyards. Representation included counsel on state legislation, finance, and management of five separate law firms and over 30 consultants. Also lead attorney for development of project entitlements, finance plan, and public-private partnership financing.
- Advise client in first ever RFP process for sale of State of California office buildings. Client was one of three finalists with a \$2.1 billion dollar bid. Included working with state regarding specific sale legislation and state department of finance and real estate.
- Successfully defended County of Tulare and Western Milling, LLC in litigation of approval of first major ethanol producing facility in California before the California Appellate Court, Fifth District.
- Counsel independent expenditure committee Better Sacramento on Political Reform Act.

ASSISTING PARTNER – JOEL PATRICK ERB

Joel Patrick Erb is an equity partner in Pioneer Law Group, LLP. Joel specializes in transactional documentation, with an emphasis on real estate development, finance, acquisition/disposition, business contracts and general business counseling.



Description of Qualifications

He has extensive experience in contracts, bond financing, lending, real property development and disposition. He has represented lenders, developers, non-profits, business improvement districts and worked with numerous public bodies on development and redevelopment projects.

Of particular relevance to the RASA Oversight Board is Joel's experience with redevelopment related transactions (redevelopment disposition agreements, subdivision, boundary and lot-line agreements, CC&Rs, development agreements, condominium plans, easements, option agreements, and maintenance agreements), nationwide bond financing, and work with banking institutions in conjunction with development projects.

Among the representative deals Joel has been involved with:

- Assisted Zurich Structured Finance on a \$580,000,000 acquisition and leaseback of properties financed with secured bonds.
- Advised Wells Fargo Bank with respect to the issuance of Community Facilities Special Tax Bonds in Stockton.
- Sat on the Florin Road Partnership board of directors, and represented the Florin Road Partnership on business contracts.
- Counseled the owner/developer of the Ferry Building in San Francisco during its redevelopment and reopening as the premier food destination in Northern California.

ASSISTING PARTNER – ANDREA A. MATARAZZO

Andrea A. Matarazzo is an equity partner at Pioneer Law Group, LLP. Andrea focuses on strategic advice and advocacy to public agencies and others regarding redevelopment, permitting, land use and litigation, and the Brown Act. Andrea has also put on extensive legal education programs on administrative law issues focused on the Brown Act, and public disclosure requirements.

These legal specialties, along with her background in public agency-related litigation, make her a strong asset to the RASA Oversight Board.

Some of Andrea’s relevant recent client representations include:

- Successfully counsel administrative process and litigation for permitting of the public-private partnership for Raley Field in West Sacramento, and successfully defend the City’s actions in litigation at the trial court and appellate levels.
- Counsel Mercy General Hospital through the permitting of its highly controversial heart center expansion in the City of Sacramento, which successfully avoided litigation.
- Counsel in successful permitting of waterfront hotel in the City of Sacramento, involving multi-jurisdictional state and federal environmental issues.
- Successfully defend the City of Yuba City’s approval of development of a WalMart Supercenter, in litigation.

In summary, based on our unique partner-level experience, particularly in complex matters related to redevelopment, financing, state legislation, and litigation, we believe Jeffrey K. Dorso and Pioneer Law Group, LLP is the best fit to serve as General Counsel for the RASA Oversight Board.

Following you will find resumes for each attorney.



Section II: Attorney Resumes

Lead Attorney, Jeffrey K. Dorso	7
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Assisting Partner, Andrea A. Matarazzo	15

Jeffrey K. Dorso

431 I Street, Suite 201, Sacramento, CA 95814

T: (916) 496-8500 F: (916) 496-8500 E: jeffrey@pioneerlawgroup.net

Partner

Provides strategic legal counsel to property owners, public agencies, and business associations on complex property disposition and development, including negotiating disposition and development agreements, finance, state legislation, public-private partnerships, entitlements, and litigation. This practice, which spans California and has included work in over 25 different cities and counties, includes a focus on some of the most cutting-edge projects involving new areas of the law and public agencies.

Representative Matters

- Serve as specialty general counsel for the City of Livermore Redevelopment Agency on redevelopment, finance, and high priority complex development strategy, including state legislative issues, the Brown Act, annexation, hazardous materials and new growth areas.
- Advise client in unprecedented state RFP process. Included counsel on state legislation, and \$2.1 billion dollar bid for California State office building portfolio.
- Lead attorney for negotiation and drafting of development agreement, finance plan, environmental review, and entitlements for West Sacramento riverfront redevelopment. Development successfully received over \$23 million dollars in Prop 1C funding.

- Provide in house legal counsel to board of directors for \$400 million dollar company. Responsible for strategic legal advice to Board of Directors, risk management, contract and expense approvals, and oversight of outside legal counsel. Legal services provided on a fixed fee basis.
- Lead attorney for development and financing of the Sacramento Railyards, the largest brownfield development project in the United States. Counseled on state finance issues, and managed four separate legal firms and over 30 consultants. Also counseled on development of project entitlements, finance plan, hazardous materials issues, and receipt of over \$300 million in public-private partnership financing.
- Lead attorney for Granite Regional Park, a joint public/private effort to develop a 250-acre mixed-use project in the City of Sacramento, California, with the largest regional park in northern California. Over 700,000 square feet successfully developed.
- Successfully defended the County of Tulare in litigation on all project entitlements associated with California's first ethanol facility, before the California Appellate Court.

Bar Admissions and Education

California State Bar

Tulane University School of Law

New Orleans, Louisiana - 2001

Editor-in-Chief, Tulane Journal of Technology and Intellectual Property

Tulane Sports Law Certificate

Environmental Law Society

University of California, Davis

Davis, California -1998 (B.A.)

Double Major: Philosophy and History

American University in Cairo

Cairo, Egypt – 1996 - 1997

Honors: Presidential Academic Athlete Scholar

Activities: Member of AUC Basketball Team

University of Oregon

Eugene, Oregon – 1993-1995

Activities: Soccer

Related Experience

2001 - 2011

Diepenbrock Harrison – Equity Shareholder

Sacramento, California

1999 - 2000

United States Coast Guard – Law Clerk
New Orleans, Louisiana

1999 (Summer)

Judge David Levi – Federal District Court (E.D. Cal.) – Law Clerk
Sacramento, California

Professional Leadership

Member, California Bar Association, State Bar No. 219379, Environmental Law Section

Member, U.S. District Court, Eastern District

Member, Sacramento County Bar Association, Environmental Law Section

Member, Sacramento Metro Chamber of Commerce, Land Use and Natural Resources
Committee

Member, CalCIMA, Environmental Committee and Government Committee

Member, Rocky Mountain Mineral Foundation

Member, Post Redevelopment Finance Advisory Commission, West Sacramento
(2011 - 2012)

Board of Directors, Solar Cookers International (2012 - Present)

Board of Directors, Miyamoto Relief (2011 - Present)

Board of Directors, Sacramento Zoo (2011 - Present)

Board of Directors, GoviEx Uranium Inc. (2008 - 2011)

Chairman, Mayor Johnson Transition Team (2008)

Articles

Identifying the Appropriate CEQA "Baseline" for a Mine Extension, Expansion or Project Amendment - Jeffrey K. Dorso

Mining Use Permits: When Can They Be Revoked or Modified? - Jeffrey K. Dorso, Mark D. Harrison and Patrick M. Soluri

Vedanta Society of Southern California v. California Quartet, Ltd.: Does a Tie Go to Appellee or Appellant Under CEQA? - Jeffrey K. Dorso

Seminars and Presentations

NEPA for Resource Development Projects, February and March 2011 (Santa Fe, New Mexico and San Bernardino, California)

Streamlining the NEPA Process, December 2010, Northwest Mining Association (Spokane, Washington)

Air Quality and Urban Infill Development, April 2008 (Davis, California)

A Practical Guide to Development Agreements and Impact Fees, October and November 2007 (Los Angeles, California and Sacramento California)

Intensive SMARA Seminar, October and November 2005, and October 2006 (Redding, Eureka, and Sacramento, California)

Williamson Act Seminar, September and November 2005, and October 2006 (Redding, Fresno, and Sacramento, California)

SMARA Seminar, July, September, October and November 2004 (Eureka, Redding, Fresno, Ontario, and Sacramento, California)

Joel Patrick Erb

431 I Street, Suite 201, Sacramento, CA 95814

T: (916) 496-8500 F: (916) 496-8500 E: joel@pioneerlawgroup.net

Partner

Provide counsel to lenders, owners, developers, tenants, and businesses on all aspects of complex financing, development, real estate and business transactions. This includes drafting and negotiating loan documents, business contracts, purchase and sale agreements, leases, easements, licenses and royalty agreements. Client practice areas also include neighborhood business improvement districts, bond financing, retail expansion, hotel, food and restaurant industry issues, intellectual property (including copyright and trademarks), limited liability entity selection and formation, licensing and contracting, and mining and construction matters.

Representative Matters

- In Sacramento, lead real estate counsel for the acquisition and financing of the downtown Sacramento Railyards from Union Pacific Railroad and the simultaneous sale of the Sacramento train station and surrounding property to the City, one of the most significant real estate transfers in Sacramento history.
- In the Wine Country, lead real estate counsel for Oxbow Market, LP, which included site acquisition, financing, leasing spaces to food vendors and general landlord/tenant and business matters.
- In San Francisco, represented the developer of the San Francisco Ferry Building prior to its historic re-opening as one of the pre-eminent food markets

in the nation, and drafted and negotiated the lease for the landlord of the flagship Sephora store in Union Square.

- In New York, negotiated the leases for dozens of Lucky Brand Dungarees stores across the United States, and the Ecko Unltd flagship site in Manhattan.
- In Central Valley, have represented Ethan Conrad Properties on over 20 property acquisition and finance transactions since 2008, covering over 5,000 residential units and 1,000,000 square feet of commercial space.

Bar Admissions and Education

California State Bar

New York State Bar

University of California, Berkeley

Berkeley, CA – 1995 - 1998

Awarded Juris Doctor degree

One of five students selected for the Boalt-Harvard Exchange program

Member, Berkeley Journal of International Law

Harvard Law School, Harvard University

Cambridge, Massachusetts – 1997 - 1998

Completed third year of Juris Doctor degree program

Tulane College, Tulane University

New Orleans, Louisiana – 1991 – 1995

Awarded Bachelors of Arts degree magna cum laude, with Departmental Honors in History

Related Experience

2005-2011

Diepenbrock Harrison – Shareholder

Chair (2007-8) and Vice Chair (2009-11) of Business and Real Estate Section

Sacramento, California

2000-2005

Morrison Foerster, LLP – Associate Attorney

Sacramento, California and Tokyo, Japan (2004)

1998-2000

Kramer Levin Naftalis & Frankel LLP – Associate Attorney

New York, New York

Organizations

Member, California Bar Association, State Bar No. 220768, Real Property Law Section

Beer Judge Certification Program – Certified Beer Judge

Has served on non-profit boards such as Florin Road Partnership and Live Oak Waldorf School

Seminars and Presentations

Title Examination and Title Insurance in California (Lorman Seminar speaker 2007-2012)

Andrea A. Matarazzo

431 I Street, Suite 201, Sacramento, CA 95814

T: (916) 496-8500 F: (916) 496-8500 E: andrea@pioneerlawgroup.net

Partner

Provide strategic advice and advocacy to public agencies and others regarding development permitting, land use and environmental issues. Counsel public entities regarding compliance with the California Environmental Quality Act (“CEQA”), the National Environmental Policy Act (“NEPA”), state planning and zoning law, public records and open meeting laws (“Brown Act”), and other regulatory requirements. Practice areas include all aspects of the development process including environmental review, permitting, and litigation. Speaker and educator on issues related to practice under CEQA and NEPA, land use, zoning, Public Records Act and Brown Act, LAFCO, and other topics.

Representative Matters

Ability to guide projects from concept to completion, including through litigation, serves a wide variety of client needs. Practice focuses on large-scale and complex development projects such as the following:

- Counsel in administrative process and litigation for the developer of the 240-acre Railyards Specific Plan in Sacramento, one of the largest brownfield urban infill redevelopment projects in the country. Successfully defended project against four lawsuits.

- Counsel in permitting process for Mercy General Hospital's highly controversial heart center expansion in the City of Sacramento, which successfully avoided litigation.
- Counsel in successful permitting of waterfront hotel in the City of Sacramento, involving multi-jurisdictional state and federal environmental issues.
- Counsel in permitting process and litigation successfully defending a Yuba City development agreement/specific plan that included a highly controversial WalMart Supercenter.
- Counsel for public-private partnership for Raley Field in West Sacramento, successfully defended the City's actions in litigation at the trial court and appellate levels.

Bar Admissions and Education

California State Bar

Washington State Bar

University of California, Davis

Davis, CA -1995 (J.D.)

Staff Editor, U.C. Davis Law Review

Senior Articles Editor, U.C. Davis Journal of International Law & Policy

Rutgers University- 1989 (B.S.)

New Brunswick, New Jersey

Land Use Planning/Landscape Architecture

George H. Cook Scholar

National Honor Award, American Society of Landscape Architects

Garden State Distinguished Scholar

Related Experience

2004-2011

Diepenbrock Harrison – Shareholder

Sacramento, California

2003-2004

University of the Pacific, McGeorge School of Law – Adjunct Faculty – Land Use
and Planning Law, Sacramento, California

1995-2004

Remy, Thomas, Moose and Manley, LLP – Partner

Sacramento, California

1993-1995

California Department of Water Resources, Office of the Chief Counsel – Law Clerk
Sacramento, California

1993-1994

California Resources Agency – CEQA Guidelines Revision Team

Sacramento, California

1993

Planning and Conservation League – Legal Intern
Sacramento, California

Professional Leadership

Member, California Bar Association, State Bar No. 179198, Environmental Law Section

Member, U.S. District Court, Eastern and Southern Districts; U.S. Court of Appeals for the Ninth Circuit; Sacramento County Bar Association, Environmental Law Section

Member, Washington State Bar Association, State Bar No. 43927

1992 - Present

Member, American Society of Landscape Architects, Sierra Chapter

Member, American Planning Association, Environment, Natural Resources, and Energy Division; Planning and Law Division

Member, American Planning Association, California Chapter (Conference Steering Committee, 2001)

1999 - 2011

Board of Editors, California Land Use Law and Policy Reporter

2002-2008

Board of Directors, Sacramento Tree Foundation

2003 - 2005

Board of Directors, Sacramento Habitat for Humanity

2001 - 2005

Board of Directors, Very Special Arts Sacramento

2000 - 2003

Board of Directors, Stone Lakes National Wildlife Refuge Association

2003 - 2004

Associate Member, Anthony M. Kennedy American Inn of Court

Seminars and Presentations

Water Council, U.S. Conference of Mayors: Meeting the Water Supply Challenge and California's "Show me the Water" Laws (October 2010)

California Water Quality and Its Impact on Water Supply: Addressing Water Supply Issues Under CEQA (July 2010)

2009 Environmental Law Conference at Yosemite: CEQA Update (October 2009)

Overcoming Water Supply Uncertainty in Land-Use Planning (May 2009) – Association of California Water Agencies (ACWA)

Advanced CEQA Workshop: Critical Issues Update (June 2008)

Wetlands Regulations: A Primer for Real Estate Attorneys (February 2007)

Tools for Understanding CEQA (June 2006, November 2006, and November 2005)

Legally Defensible Environmental Review Under CEQA (May 2004)

California Land Use: Current Issues in Subdivision, Annexation, and Zoning Law (May 2004, October 2002, and November 2001)

Advanced Zoning and Land Use in California (April 2004)

Administration and Enforcement of Wetlands and Endangered Species Regulations (March 2004)

Practical Guide to Zoning and Land Use Law in California (December 2003)

Commonly Asked Legal Questions Regarding Trees (July 2003)

Zoning and Land Use in California: CEQA Fundamentals and New Developments (June 2003)

Brown Act Overview (May 2002) – California Clerk of the Board of Supervisors Association

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and CEQA (April 2002) – Imperial County LAFCO Workshop

Legally Defensible Environmental Review Under CEQA (October 2001) – California Chapter, American Planning Association

Environmental Justice and CEQA (November 1999) – The Forum



Section III: Representative Clients / Client References

Representative Clients and Client Referrals

Pioneer Law Group, LLP represents a wide range of public agencies, business associations, for-profit companies, and non-profit companies.

Below are ten representative clients and three client references. The references were chosen because they involved public-private partnerships, state legislative issues, public agencies, and complex finance issues.

REPRESENTATIVE CLIENTS

City of Livermore Redevelopment Agency

Granite Construction Company

Ethan Conrad Properties

Regional Park Limited (Separovich/Domich)

Bridge District Riverfront LLC

Capitol Station District dba "The River District"

The Cordish Company

Westlands Water District

Powerhouse Science Center

Franklin L. Haney Company

CLIENT REFERENCES

City of Livermore Redevelopment Agency

Rob White
Director of Economic and Redevelopment Department
(925) 337-5929
mrwhite@ci.livermore.ca.us

Bridge District Riverfront LLC

Gregg Herrington
Vice President
(530) 753-7730
gregg@yackzangroup.com

Powerhouse Science Center

Johan Otto
Principal
(916) 443-3797
otto@carsondevelopment.net

*** City of West Sacramento Redevelopment Finance Commission**

City Councilmember Chris Ledesma
Chairperson
(916) 617-4708
chrisl@cityofwestsacramento.org

* Not a client, appointed position

Section IV: Rates and Fees



pioneer
law group, llp

Rates and Fee Structure

Pioneer Law Group, LLP prides itself on providing the highest expertise in our fields at the highest value. Because we utilize one tier of attorney in a low overhead environment, we find we are able to provide better service at more efficient costs.

All partners at Pioneer Law Group, LLP have a flat rate of \$350 per hour. Our paralegal bills out at \$100 per hour.

We have found in some other cases where we provide general counsel services, board of directors prefer a fixed billing model. We have found clients like this structure because it provides cost certainty.

Here, if the RASA Oversight Board is interested, we are willing to work on a reasonable general counsel fixed fee structure for this representation. It should be noted, litigation normally is not covered in these fixed fee arrangements.

Pioneer Law Group, LLP is flexible and will work with the RASA Oversight Board to make sure it receives the best value for its legal services, with a predictable cost structure.



RESOLUTION NO. 2012-____

Adopted by

Oversight Board for
Redevelopment Agency Successor Agency

June 4, 2012

APPROVING CONTRACT WITH THE PIONEER GROUP, LLP FOR LEGAL SERVICES FOR OVERSIGHT BOARD FOR FY2012/13

BACKGROUND:

- A. On April 16, 2012, the Oversight Board established an Ad Hoc Committee to review the Request for Qualifications for Legal Services for the Oversight Board (RFQ) and the proposal submittals.
- B. On April 25, 2012, the RFQ was sent to 15 law firms and attorneys. On May 11, 2012, five proposals were received and were reviewed by the Ad Hoc Committee. On May 24, 2012, representatives from three law firms were interviewed by the Ad Hoc Committee.
- C. The Ad Hoc Committee recommends that the Oversight Board approve a Legal Services Contract for FY2012/13 with The Pioneer Group, LLP

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE OVERSIGHT BOARD FOR REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:

- Section 1. The Chair of the Oversight Board is authorized to execute the Contract for Legal Services for Oversight Board with The Pioneer Group, LLP in the form attached as Exhibit A.

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Exhibit A - Contract for Legal Services for Oversight Board



Exhibit A to Resolution

**OVERSIGHT BOARD
LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **OVERSIGHT BOARD** for the City of Sacramento acting as the REDEVELOPMENT AGENCY SUCCESSOR AGENCY (the “BOARD”) and

***The Pioneer Law Group, LLP
431 I Street, Suite 201
Sacramento CA 95814***

(the “ATTORNEY”), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, ATTORNEY shall provide to BOARD the services described in Exhibit A. ATTORNEY shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) ATTORNEY notifies BOARD and BOARD agrees that such services are outside the scope of Exhibit A; (b) ATTORNEY estimates the additional compensation required for these additional services; and (c) BOARD, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.
2. **Fees and Costs.** BOARD shall compensate ATTORNEY for legal services rendered at the hourly billing rates set forth in Exhibit B.
3. **General Provisions.** The General Provisions set forth in Exhibit C are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by ATTORNEY and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
4. **BOARD Representative.** The BOARD Representative(s) specified in Exhibit A, or the Representative’s designee, shall administer this Agreement for BOARD.
5. **Authority.** The person signing this Agreement for ATTORNEY hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of ATTORNEY and to bind ATTORNEY to the performance of its obligations hereunder.
6. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

[remainder of page left intentionally blank]

Executed as of the day and year first above stated.

OVERSIGHT BOARD:

By: _____

Print name: Jay Schenirer

Title: Board Chair

ATTEST:

Board Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - General Provisions

ATTORNEY:

Federal I.D. No.

State I.D. No.

Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (*please specify:* _____)

Signature of Authorized Person

Title

Additional Signature (*if required*)

Title

EXHIBIT A
SCOPE OF SERVICES

1. Representatives.

The BOARD Representative(s) for this Agreement is:

*Jay Schenirer, Chair
New City Hall
915 I Street, 5th Floor
Sacramento CA 95814
(916) 808-7005
jschenirer@cityofsacramento.org*

All ATTORNEY questions pertaining to this Agreement shall be referred to the BOARD Representative or the Representative's designee.

The ATTORNEY Representative for this Agreement is:

*Jeffrey K. Dorso
The Pioneer Law Group, LLP
431 I Street, Suite 201
Sacramento CA 95814
(916) 496-8500
jeffrey@pioneerlawgroup.net*

All BOARD questions pertaining to this Agreement shall be referred to the ATTORNEY Representative. All correspondence to ATTORNEY shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to BOARD, and Notices to BOARD shall be addressed to the BOARD Representative.

- 2. Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 3. Time of Performance.** This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until June 30, 2013, unless sooner terminated as provided in Exhibit C or extended under the terms of an amendment or supplement to this Agreement.
- 4. Reporting for Advisory Matters.** Within 10 days of any request by the BOARD representative identified above, ATTORNEY shall provide BOARD with a status report on the progress of the representation.

5. Reporting for Litigation Matters.

- A. ATTORNEY shall provide BOARD with a preliminary status report and evaluation within thirty (30) days of any lawsuit filed against the BOARD, which status report shall include an evaluation of the merits of the litigation. In this preliminary report, ATTORNEY shall also make recommendations for discovery costs and any needed investigation, and provide an estimate of total anticipated legal costs and fees for the handling of this matter, as described in Exhibit B, paragraph four.
- B. ATTORNEY shall provide to the BOARD Representative an electronic version of all pleadings, motions, and discovery documents filed or propounded by ATTORNEY in this case in a Microsoft Word format.
- C. In the event that ATTORNEY's handling of the above-designated matter exceeds a period of twelve (12) months, ATTORNEY shall, in addition to providing regular status reports to BOARD, also report directly to the BOARD Representative no later than April 1 of each year, setting forth in detail the status of the matter, and ATTORNEY's plan for further handling of the matter, and the estimated length of time to conclude the matter.

Attachment 1 to Exhibit A

SCOPE OF SERVICES

Advisory Matters

1. Attend RASA staff coordination meetings and meetings with BOARD Chair on an as-needed basis.
2. Review final RASA staff reports and agendas for compliance with the Brown Act.
3. Attend BOARD meetings and serve a BOARD Legal Counsel.
4. Provide advice to BOARD members regarding Conflicts of Interest.
5. Review correspondence from the State Department of Finance, the State Controller and the County Auditor-Controller and advise the Board regarding compliance and options.
6. Reviewing AB 1X 26 related legislation and advise the Board regarding any changes to its legal authority and responsibilities.
7. Meet with stakeholder groups and state agencies regarding enforceable obligation disputes.

Litigation Matters

Represent the BOARD in any legal proceeding with regard to either challenges to the actions of the BOARD where the complainant names the Board, or when the BOARD authorizes the filing of a lawsuit to implement its statutory duties and fiduciary responsibilities.

EXHIBIT B

FEE SCHEDULE/MANNER OF PAYMENT

1. **ATTORNEY's Compensation.** BOARD shall compensate ATTORNEY for legal services rendered by attorneys at an hourly billing rate of \$350 per hour, to be billed in tenths of an hour. All office, travel, discovery, hearing, trial or other time shall be charged at this rate. BOARD shall compensate ATTORNEY for paralegal services rendered at an hourly billing rate of \$100 per hour, to be billed in tenths of an hour. BOARD shall not be charged for services that are strictly of a clerical, administrative or secretarial nature, such as scheduling, calendaring or word processing. The total of all fees paid to ATTORNEY for the performance of all Services set forth in Exhibit A, and for all authorized Reimbursable Expenses, shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000). Such compensation shall be the sole and total remuneration for the rendition of Services under this Agreement.
2. **ATTORNEY's Reimbursable Expenses.** BOARD shall reimburse ATTORNEY for the actual, reasonable and necessary expense of travel out of the Sacramento metropolitan area, approved in advance, at \$0.43 per mile. ATTORNEY will not charge BOARD for the cost of telephone calls or photocopying. Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by ATTORNEY and reimbursed by BOARD as Reimbursable Expenses. Expert consultants and witnesses may be retained by ATTORNEY on terms acceptable to BOARD, approved in advance, in which case BOARD shall reimburse ATTORNEY or pay such consultants or experts directly.
3. **Billing.**
 - A. Legal billings shall be submitted to BOARD every sixty (60) days unless otherwise advised. The legal billings shall be sent to the Attorney for the Redevelopment Agency Successor Agency ("RASA"), unless the matter involves litigation where the BOARD is adverse to RASA.
 - B. Each task shall be distinctly and completely identified; the BOARD will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
 - C. BOARD reserves the right to audit all invoices.
 - D. Payments to ATTORNEY shall be made within a reasonable time after receipt of ATTORNEY's invoice, generally within thirty (30) days. ATTORNEY shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of BOARD.
 - E. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:
 - (1) BOARD expects each individual working on the matter for which ATTORNEY was retained to have the necessary experience to perform the services required to protect or pursue BOARD'S interests in the matter in a cost effective manner.
 - (2) BOARD expects ATTORNEY to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by the BOARD based on rate adjustments for the appropriate level of personnel.
 - (3) BOARD will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. BOARD will pay the hourly rate for specific legal research which is

unique to the matter, assuming that ATTORNEY has used maximum efficiencies and that ATTORNEY has not already performed research in the same or similar areas of law.

(4) BOARD acknowledges the benefit of communications between attorneys in the firm. BOARD does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. BOARD will not pay for conferences which are supervisory or instructional. Any invoice which lists an intra-office conference that exceeds these guidelines must contain a full explanation and is subject to reduction by BOARD. BOARD will not pay for "team meetings" and BOARD will scrutinize all intra-office conferences for "value added" to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in BOARD'S sole discretion, determine if such value has been added.

(5) BOARD will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, photocopying, conferences with clerks of court or court reporters, proofreading, re-drafting due to substandard work, time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by BOARD in advance, or opening, organizing or closing files.

(6) Vague billing which does not contain sufficient information to allow BOARD's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by BOARD.

(7) BOARD will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

4. Budget.

- A. Within ten (10) days for the assignment of a litigation matter, ATTORNEY shall provide BOARD with a proposed budget for the services to be rendered pursuant to this Agreement. The budget shall include all projected fees and costs to be incurred by ATTORNEY and necessary for completion of the services necessary to conclude the representation. The budget shall be a good faith estimate and shall be as complete and detailed as possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations. The proposed budget shall identify the projected total hours that will be billed to each task, and the individual that will be performing the task. Any deviation from the budget in excess of 10%, must be approved in advance by the BOARD Attorney or designee.
- B. Should it become reasonably apparent to ATTORNEY that the actual billings will exceed ATTORNEY's initial estimate of anticipated legal costs and fees for a litigation matter or the total consideration under this Agreement, ATTORNEY shall immediately notify the BOARD Representative and the RASA Attorney thereof in advance and shall submit a revised written estimate for BOARD's approval.

EXHIBIT C

LEGAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that ATTORNEY (including ATTORNEY's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ATTORNEY nor ATTORNEY'S assigned personnel shall be entitled to any benefits payable to employees of BOARD. BOARD is not required to make any deductions or withholdings from the compensation payable to ATTORNEY under the provisions of this Agreement, and ATTORNEY shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, ATTORNEY hereby agrees to indemnify and hold BOARD harmless from any and all claims that may be made against BOARD based upon any contention by any of ATTORNEY'S employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.
- B. It is further understood and agreed by the parties hereto that ATTORNEY, in the performance of its obligations hereunder, is subject to the control and direction of BOARD as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by ATTORNEY for accomplishing such results. To the extent that ATTORNEY obtains permission to, and does, use BOARD facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the ATTORNEY's sole discretion based on the ATTORNEY's determination that such use will promote ATTORNEY's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the BOARD does not require that ATTORNEY use BOARD facilities, equipment or support services or work in BOARD locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by ATTORNEY, such persons shall be entirely and exclusively under the direction, supervision, and control of ATTORNEY. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by ATTORNEY. It is further understood and agreed that ATTORNEY shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of ATTORNEY'S assigned personnel and subcontractors.

2. **Licenses; Permits, Etc.** ATTORNEY represents and warrants that ATTORNEY has all licenses, permits, BOARD Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for ATTORNEY to practice its profession or provide any services under the Agreement. ATTORNEY represents and warrants that ATTORNEY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for ATTORNEY to practice its profession or provide such Services. Without limiting the generality of the foregoing, if ATTORNEY is an out-of-state corporation, ATTORNEY warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Conflicts of Interest.** ATTORNEY represents and warrants that they have made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with ATTORNEY's performance of this Agreement, and that no such conflict of interest exists.

ATTORNEY shall indemnify and hold harmless BOARD from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. ATTORNEY agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of BOARD at all times during the performance of this Agreement.

4. Confidentiality of BOARD Information. ATTORNEY understands and agrees that during the course performing the services required by this agreement, or in contemplation thereof, ATTORNEY may have access to private or confidential information which may be owned or controlled by BOARD or RASA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to BOARD or RASA. ATTORNEY agrees that all information disclosed by BOARD or RASA to ATTORNEY shall be held in confidence and used only in performance of the services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

5. Suspension and Termination.

- A. BOARD shall have the right at any time to temporarily suspend ATTORNEY's performance hereunder, in whole or in part, by giving a written notice of suspension to ATTORNEY. If BOARD gives such notice of suspension, ATTORNEY shall immediately suspend its activities under this Agreement, as specified in such notice.
- B. BOARD reserves the right to discharge ATTORNEY and terminate this Agreement at any time. In the event of such discharge or termination, BOARD shall compensate ATTORNEY for services rendered and expenses necessarily incurred up to and including the date of discharge and expenses unavoidably incurred by ATTORNEY thereafter.
- C. ATTORNEY may terminate this Agreement at any time by giving to BOARD Representative not less than thirty (30) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination.
- D. This Agreement is personal to ATTORNEY and any attempted assignment including by successors or assigns, shall be void, unless approved in writing by BOARD.
- E. Upon any termination, ATTORNEY shall immediately return to BOARD the file and all materials owned by BOARD and cooperate fully in necessary completion and filing of any necessary Substitution of Attorney documents.

6. Indemnity.

- A. Indemnity: ATTORNEY shall fully indemnify and save harmless, BOARD, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by BOARD'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of ATTORNEY, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the BOARD, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the ATTORNEY, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: ATTORNEY shall, upon BOARD's request, defend at ATTORNEY's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful

misconduct of ATTORNEY, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

C. Insurance Policies: Intellectual Property Claims: The existence or acceptance by BOARD of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of BOARD'S rights under this section, nor shall the limits of such insurance limit the liability of ATTORNEY hereunder. This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of BOARD Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. **Publicity.** If any publicity is generated by the subject matter of this representation, ATTORNEY will consult with BOARD before making any statement to any media outlet (whether radio, print or television) about the content and timing of such statement.

8. **Insurance Requirements.** During the entire term of this Agreement, ATTORNEY shall maintain the following insurance:

A. Minimum Scope of Insurance: Coverage should be at least as broad as:

- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- (2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance; and
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance: ATTORNEY shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omissions): \$2,000,000 combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the BOARD.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages:

- (a) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name BOARD, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that ATTORNEY's insurance shall be primary and any insurance or self-insurance maintained by BOARD, its officials, employees or volunteers shall be in excess of ATTORNEY'S insurance and shall not contribute with it.
- (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to BOARD, its officials, employees or volunteers.
- (c) Coverage shall state that ATTORNEY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages:

- (a) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to BOARD. In addition, ATTORNEY agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to BOARD and BOARD approves the reduction in coverage or limits. ATTORNEY further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to BOARD and BOARD approves such increase.
- (b) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. ATTORNEY shall furnish BOARD with the certificate(s) and applicable endorsements for ALL required insurance prior to BOARD's execution of this Agreement.

E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

F. Verification of Coverage: ATTORNEY shall furnish BOARD with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by BOARD. The certificates and/or endorsements shall set forth a valid policy number for BOARD, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the BOARD representative named in Exhibit A.

G. Payment Withhold: BOARD shall withhold payments to ATTORNEY if the certificates of insurance and endorsements required in this section are canceled or ATTORNEY otherwise

ceases to be insured as required herein.

- 9. Disqualification of Judges.** At the option of the BOARD Representative, judges may be disqualified from hearing BOARD litigation, and ATTORNEY shall adhere to such decision of the BOARD Representative. In the event that ATTORNEY is of the opinion that a judge ought to be disqualified, the BOARD Representative must be consulted in advance by ATTORNEY, and ATTORNEY must obtain the BOARD Representative's written consent to such disqualification.
- 10. Equal Employment Opportunity.** During the performance of this Agreement, ATTORNEY, for itself, its assignees and successors in interest, agrees as follows:
- A. Compliance With Regulations: ATTORNEY shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."
 - B. Nondiscrimination: ATTORNEY, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. ATTORNEY shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
 - C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by ATTORNEY for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by ATTORNEY of ATTORNEY'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
 - D. Information and Reports: ATTORNEY shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the BOARD to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ATTORNEY is in the exclusive possession of another who fails or refuses to furnish this information, ATTORNEY shall so certify to the BOARD, and shall set forth what efforts it has made to obtain the information.
 - E. Sanctions for Noncompliance: In the event of noncompliance by ATTORNEY with the nondiscrimination provisions of this Agreement, the BOARD shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to ATTORNEY under this Agreement until ATTORNEY complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
 - F. Incorporation of Provisions: ATTORNEY shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. ATTORNEY shall take such action with respect to any subcontract or procurement as the BOARD may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ATTORNEY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ATTORNEY may request BOARD to enter such litigation to protect the interests of BOARD.

11. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by ATTORNEY and by BOARD.
12. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
13. **Waiver.** Neither BOARD acceptance of, or payment for, any Service or Additional Service performed by ATTORNEY, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
14. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
15. **Attorney's Fees.** In any action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees.
16. **Assignment Prohibited.** The expertise and experience of ATTORNEY are material considerations for this Agreement. BOARD has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on ATTORNEY under this Agreement. In recognition of this interest, ATTORNEY shall not assign any right or obligation pursuant to this Agreement without the written consent of the BOARD. Any attempted or purported assignment without BOARD's written consent shall be void and of no effect.