AGREEMENT FOR ATTORNEY SERVICES

This is an agreement between the CONSOLIDATED OVERSIGHT BOARD FOR THE COUNTY OF MONTEREY ("BOARD"), the OFFICE of MONTEREY COUNTY COUNSEL ("COUNSEL"), the COUNTY OF MONTEREY ("COUNTY"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("AGENCY") (collectively "Parties"). By this agreement, BOARD desires to retain COUNSEL to provide legal services as general counsel.

I. SERVICES TO BE PERFORMED.

BOARD hereby hires COUNSEL to render specialized legal services for the BOARD. These services shall consist of providing legal advice and services for and on behalf of BOARD as may be requested by BOARD from time to time, including, but not limited to, attendance at BOARD meetings, drafting and reviewing contracts, drafting memoranda, and providing general legal advice. Litigation services may be provided under this agreement. However, COUNSEL reserves the right to decline to provide litigation representation services. If COUNSEL declines to provide litigation representation services, COUNSEL will, upon the request of BOARD, assist BOARD in obtaining separate counsel for litigation matters to the extent practicable and as permitted under pertinent ethical guidelines. COUNSEL shall perform said services faithfully and well, in accordance with this Agreement. COUNSEL shall perform only such services as are within the expertise of the individual attorneys on COUNSEL's staff, and COUNSEL will notify BOARD promptly if any work requested is beyond such expertise. COUNSEL shall diligently provide such legal services as are necessary and approved by BOARD in a professional, timely manner. COUNSEL shall perform all of its services with due regard to ethical guidelines and the BOARD's interests.

II. COMPENSATION.

It is understood and agreed by the Parties hereto that COUNSEL'S performance of duties hereunder is solely required to assist in the facilitation of the winddown of redevelopment activities pursuant to the Dissolution Act, *California Health & Safety Code* section 34170 *et seq*., and that the BOARD does not have an established budget with independent revenue sources through which it would otherwise compensate COUNSEL. Therefore, COUNSEL's payment for services hereunder shall solely be derived from the Redevelopment Property Tax Trust Fund (as defined by the Dissolution Act), pursuant to *California Health & Safety Code* sections 34183, and 34179(j).

As consideration for COUNSEL's performance of this Agreement, COUNSEL shall be paid at COUNSEL's current standard billing rate for the personnel performing services under this Agreement at the time such services are rendered. COUNSEL's standard billing rates for attorneys are attached as Exhibit A.

This Agreement retains the legal services of the Office of the County Counsel and not for a particular attorney. Hourly rates are determined periodically by the Monterey County Counsel's Office and include salary, benefits, and overhead; the hourly rates are subject to reasonable change during the fiscal year.

In addition to hourly fees, COUNSEL may incur out-of-pocket expenses related to BOARD's representation; such expenses may include but are not limited to costs of overnight and express mail and delivery, costs related to service of legal process, parking fees, costs of transcripts, and the costs of

expert witnesses. COUNSEL shall be reimbursed COUNSEL for all out-of-pocket expenses incurred on behalf of BOARD.

COUNSEL will send monthly statements to the Monterey County Auditor-Controller within thirty-five (35) days after the end of the month in which services are provided or out-of-pocket expenses are incurred. Statements shall include reasonable detail concerning the dates and brief description of work performed, the number of hours charged, the attorney providing the services, and the nature and amount of the out-of-pocket expenses. Statements are due within thirty (30) days of receipt. COUNSEL shall provide to BOARD an accounting of all fees incurred during each prior quarter throughout the fiscal year.

III. TERM OF AGREEMENT AND TERMINATION OF SERVICES.

The Parties acknowledge that, pursuant to *California Health and Safety Code* section 34179(j), the Monterey County Auditor-Controller has entered into a Memorandum of Understanding ("MOU") with the Monterey County Administrator's Office ("CAO") to provide staffing for BOARD and that as part of the staffing services, the CAO's office has selected the Monterey County Counsel's Office to provide legal services to the BOARD. Therefore, this agreement shall remain in effect until such time as the CAO terminates COUNSEL's services, with or without cause, pursuant to the terms herein; and or until such time as the MOU is terminated.

The CAO may terminate COUNSEL's services at any time by written notice. After receiving such written notice, COUNSEL will cease providing services and will reasonably cooperate with BOARD in the orderly transfer of all related files and records to BOARD's new counsel.

COUNSEL may terminate its services at any time with BOARD's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) BOARD fails to meet any other obligation under this Agreement and continues in that failure for fifteen (15) days after COUNSEL sends written notice to BOARD; (c) BOARD has misrepresented or failed to disclose material facts to COUNSEL, refused to cooperate with COUNSEL, refused to follow COUNSEL's advice on a material matter, or otherwise made COUNSEL's representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If COUNSEL terminates services, BOARD agrees to execute a substitution of attorney(s) promptly (if necessary) and otherwise reasonably cooperate in effecting that termination.

Termination of COUNSEL's services, whether by BOARD or by COUNSEL will not relieve the obligation to pay for services rendered and costs incurred before COUNSEL's services formally ceased.

IV. CONFLICTS.

The Parties acknowledge that COUNSEL represents the COUNTY, its Board of Supervisors, departments, and commissions on a regular and on-going basis, and represents other independent boards and commissions including the AGENCY, the East Garrison Community Services District, the Local Area Formation Commission of Monterey County, the Transportation Agency of Monterey County, and the Monterey County Water Resources Agency. It is possible that COUNSEL will work on projects or

matters from other clients having different governmental or political objectives, beliefs, or views from BOARD.

COUNSEL performs a variety of professional services for its clients, and it is possible that COUNSEL will represent public agency clients that have matters before BOARD, or whose interests are adverse to BOARD on other matters, or that COUNSEL will work on projects or matters from other clients having different governmental or political objectives, beliefs, or views from BOARD. In order to avoid any actual conflict, and to minimize any appearance of conflict, COUNSEL will employ appropriate ethical walls within its Office. In particular, the lead attorney for services to be performed under this agreement is presently intended to be Deputy County Counsel Brian Briggs, who shall be assisted from time to time by other attorneys as the County Counsel may assign (collectively, the "Assigned Attorneys"). While undertaking to perform services pursuant to this Agreement, the Assigned Attorneys shall at all times maintain their duty of loyalty to the BOARD as a whole, and not to any constituent entity of the BOARD. The Assigned Attorneys shall not work on any matter in which the interests of the BOARD are adverse to other clients of COUNSEL with respect to that matter, and COUNSEL shall not represent any other client in opposing the specific matter for which COUNSEL is performing legal services for BOARD, without both clients' specific written consent. The Assigned Attorneys shall not disclose or discuss with other attorneys within COUNSEL's office any confidential information pertaining to BOARD, and other attorneys within COUNSEL's office who may work on matters before, relating to or affecting BOARD shall not discuss or disclose confidential information relating to those matters with the Assigned Attorneys.

If at any time, COUNSEL determines that an actual conflict exists such that COUNSEL is unable to perform its duties, COUNSEL shall immediately notify the BOARD as to the nature of the conflict and assist the BOARD in obtaining separate legal counsel to advise the BOARD as to the matter upon which COUNSEL is conflicted. The BOARD reserves the right to determine in its independent judgment if separate legal counsel is necessary as to any particular matter upon which the BOARD has jurisdiction.

In consideration of these ethical rules, BOARD agrees that it expressly waives any actual or potential conflict of interest that may arise from COUNSEL's representation of other clients, that it will not attempt to disqualify COUNSEL on such matters, and that COUNSEL is free to represent its clients on such matters.

This Agreement contains the entire agreement about COUNSEL's representation. Any modifications or additions to this Agreement must be made in writing and signed by authorized representatives of the Parties.

By signing below, the Parties declare that they have or have been given the authority to execute this agreement and bind their agencies.

IN WITNESS WHEREOF, Monterey County Counsel, County of Monterey, Successor Agency to the Redevelopment Agency of the County of Monterey, and the Consolidated Oversight Board for the County of Monterey have caused this Agreement to be executed by their duly-authorized representatives.

OFFICE OF THE COUNTY COUNSEL
OF THE COUNTY OF MONTEREY

By _____
Charles J. McKee
County Counsel

8/21/18
Date

CONSOLIDATED OVERSIGHT BOARD
FOR THE COUNTY OF MONTEREY

By _____
Chair, Mike LeBarre

8-22-2018
Date

Approved as to Form:
Charles McKee, County Counsel

By _____
Brian Briggs, Deputy County Counsel

COUNTY OF MONTEREY

By _____
Chair, Luis A. Alejo

Date _____

Approved as to Form:
Charles McKee, County Counsel

By _____
Elias Salameh, Deputy County Counsel

SUCCESSOR AGENCY FOR THE
REDEVELOPMENT AGENCY OF THE
COUNTY OF MONTEREY

By _____
Chair, Luis A. Alejo

Date _____

Approved as to Form:
Charles McKee, County Counsel

By _____
Brian Briggs, Deputy County Counsel

Exhibit A

County Counsel Rate Summary

FY-2019	Classification
$330.78	County Counsel
$292.44	Chief Assistant County Counsel
$283.92	Assistant County Counsel
$236.08	Sr. Deputy County Counsel
$209.40	Deputy County Counsel

EXHIBIT A