

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (the "Agreement") is made and entered into as of the 1st day of September 2013, by and between the Santa Paula Designated Local Authority, as Successor Agency to the Santa Paula Redevelopment Agency, a public entity (the "Authority"), on the one hand, and Leibold McClendon & Mann, a professional corporation ("LMM"), on the other hand.

RECITALS

- A. Authority requires the performance of the duties of the office of General Counsel beginning September 1, 2013.
- B. LMM possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. By this Agreement, Authority retains LMM to perform the duties of General Counsel and to provide the services described on Exhibit A attached hereto and incorporated herein by reference, all on an as-requested basis. Upon the request of Authority Staff and/or the Authority Board, LMM shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the Authority. LMM will not undertake any activities on behalf of the Authority without direction to do so. In connection with the performance of the duties of the General Counsel, Authority agrees to be truthful with LMM, to cooperate with LMM's representation, and to make available, in prompt and businesslike manner, all necessary and available documentation and background data as may be necessary from time to time.
2. Term of Agreement. The terms and conditions under this Agreement shall commence on September 1, 2013 and shall continue thereafter unless amended or terminated until December 31, 2014.
3. Compensation. Compensation to be paid to LMM shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference.
4. Method of Payment. LMM shall submit monthly billings to Authority describing the work performed during the preceding month. LMM's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Services will be billed in increments of one-tenth (1/10th) of an hour. Authority shall pay LMM no later than 30 days after approval of the monthly invoice by Authority Staff Contact Christopher Jicha, his designee or successor in interest, or such other employee of Kosmont Companies as shall be designated by Larry Kosmont.
5. Termination. This Agreement may be terminated by the Authority immediately for cause or by either party without cause upon thirty (30) days' written notice of termination. Upon

termination, LMM shall be entitled to compensation for services performed up to the effective date of termination.

6. Ownership of Documents. All writings prepared by LMM in the course of implementing this Agreement, except working notes, preliminary drafts and internal documents, are the property of the Authority.

7. LMM's Books and Records.

a. LMM shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of payment to LMM under this Agreement.

b. LMM shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the Authority executive staff, Authority Auditor or Authority Boardmember(s), at any time during regular business hours, upon written request by the Authority Board. Copies of such documents shall be provided to the Authority for inspection at the offices of Authority when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at LMM's address indicated for receipt of notices in this Agreement. Nothing herein shall require or permit the release or inspection of any privileged document without the express written waiver of such privilege by the Authority Board.

d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of LMM's business, Authority may, by written request by any of the above-named officers or Authority Board Member(s), require that custody of the records be given to the Authority and that the records and documents be maintained in the offices of Authority.

8. Independent Contractor. It is understood that LMM, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Authority. LMM shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and LMM hereby expressly waives any claim it may have to any such rights.

9. Interests of LMM. LMM (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the County of Ventura, California or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of LMM's services hereunder. LMM further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

10. Professional Ability of LMM. Authority has relied upon the professional training and ability of LMM to perform the services hereunder as a material inducement to enter into this Agreement. LMM shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by LMM under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in LMM's field of expertise.

11. Compliance with Laws. LMM shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. LMM represents and warrants to Authority that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of LMM to practice its profession. LMM represents and warrants to Authority that LMM shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of LMM to practice its profession.

13. Indemnity. LMM agrees to defend, indemnify and hold harmless the Authority, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Authority, its officers, members, agents, employees or volunteers.

14. Insurance. LMM shall maintain in full force and effect under the terms of this Agreement the following insurance coverages:

a. Such insurance coverage as is required pursuant to the Workers' Compensation Laws of the State of California; and

b. A general liability policy with coverage of not less than \$1,000,000; and

c. Professional liability (errors and omissions) insurance in an amount of not less than \$1,000,000.

15. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Authority: Santa Paula Designated Local Authority
c/o Kosmont Companies
Attn: Chris Jicha
865 South Figueroa Street, Suite 3500
Los Angeles, CA 90017

With copy to: Kosmont Companies
Attn: Susan Perry

865 South Figueroa Street, Suite 3500
Los Angeles, CA 90017

If to LMM: Leibold McClendon & Mann, P.C.
Attn: John McClendon
23422 Mill Creek Drive, Suite 105
Laguna Hills, CA 92653

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Authority and LMM. All prior written and oral communications, correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both LMM and Authority.

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience and competence of LMM. LMM shall be fully responsible to Authority for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the LMM under this Agreement will be permitted only with the express consent of the Authority. LMM shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Authority. If Authority consents to such subcontract, LMM shall be fully responsible to Authority for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between Authority and any subcontractor nor shall it create any obligation on the part of the Authority to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Luis Obispo.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE

("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. LMM has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26. Prohibited Interests. LMM maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for LMM, to solicit or secure this Agreement. Further, LMM warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for LMM, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

AUTHORITY:

SANTA PAULA DESIGNATED LOCAL
AUTHORITY, as Successor Agency to the
Santa Paula Redevelopment Agency

LMM:

LEIBOLD McCLENDON & MANN, a
professional corporation

John G. McClendon

EXHIBIT "A"

SCOPE OF SERVICES

Upon the request of the Authority, LMM shall perform the legal services necessary to serve the Authority which shall include, but are not limited, to the following:

A. The designated General Counsel or Assistant General Counsel (Attorneys John McClendon and Joy Otsuki) shall attend meetings of the Authority upon the request of the Chairperson, or the Vice-Chairperson if the Chairperson is not available; and

B. Provide legal counsel and representation at other meetings of other public agencies as directed by the Board or Authority executive staff; and

C. Provide legal advice and opinions on all matters affecting the Authority when requested by the Board or Authority executive staff and represent the Authority in administrative proceedings and litigation involving the Authority which may arise from those matters upon which such advice has been given; and

D. Prepare and/or approve as to legal form all resolutions, policies, contracts, agreements and other legal documents and represent the Authority in administrative proceedings and litigation involving the Authority which may arise from those matters upon which such advice has been given; and

E. Represent the Authority in administrative proceedings and civil litigation to which the Authority is a party; and

F. Provide legal advice and opinions on all environmental matters affecting the Authority when requested by the Board or Authority executive staff and represent the Authority in environmental transactions and proceedings involving the Authority as requested by the Board; and

G. Provide legal advice and opinions on all financial matters affecting the Authority when requested by the Board or Authority executive staff and represent the Authority in financial transactions involving the Authority as requested by the Board.

LMM shall not be required to perform the services described above where to do so would be a conflict of interest pursuant to the State Bar Act. When requested by the Board, LMM shall provide the Authority with an estimate of the costs of litigation or other services to be provided.

EXHIBIT "B"

SCHEDULE OF CHARGES

1. Hourly Rate for Legal Personnel

Attorneys:	\$250.00
Paralegals:	\$120.00

No separate charge shall be made by LMM for secretarial or word processing services.

2. Cost and Expenses

Copy Charges:	No charge for routine copy jobs (25 pages or less); \$0.75 for color copies; \$0.15 per page for larger copy jobs or at cost if outside service is used.
Facsimile Charges:	No charge.
Long Distance Telephone:	No charge.
Travel/Meals/Lodging:	Mileage at Federal Reimbursement rate; other travel, meals and lodging at reasonable costs.
Lexis/Westlaw:	No charge for electronic legal research within firm's service plan (California).
Standard Postage:	No charge.
Messenger/Overnight Delivery/court fees and litigation costs:	Actual Costs.

Adjustments to Rates. The rates provided in this Exhibit shall be automatically adjusted as follows: On July 1, 2014 and every July 1st thereafter during the term of the Agreement, all rates shall be adjusted for changes in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumer Index set forth for the West Census Region.