

**Agenda Of The Adjourned Meeting – Oversight Board for the Successor Agency to the  
Redevelopment Agency of the City of National City  
Council Chambers  
Civic Center  
1243 National City Boulevard  
National City, California  
Wednesday – January 16, 2013 – 3:00 P.M.**

**Open To The Public**

**Please complete a request to speak form prior to the commencement of the meeting and submit it to the Oversight Board Secretary.**

It is the intention of your National City Oversight Board to be receptive to your concerns in this community. Your participation in local government will assure a responsible and efficient City of National City. We invite you to bring to the attention of the Board Chairman any matter that you desire the National City Oversight Board to consider. We thank you for your presence and wish you to know that we appreciate your involvement.

**ROLL CALL**

**Pledge of Allegiance to the Flag by Chairman Ron Morrison**

**Public Oral Communications (Three-Minute Time Limit)**

**NOTE:** Pursuant to state law, items requiring National City Oversight Board action must be brought back on a subsequent National City Oversight Board Agenda unless they are of a demonstrated emergency or urgent nature.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**It Is Requested That All Cell Phones  
And Pagers Be Turned Off During The Meetings**

## **OVERSIGHT BOARD ACTION**

1. Approval of the Minutes of the Adjourned Meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City meeting held on December 19, 2012.
2. Approval of the Minutes of the Special Meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City meeting held on December 19, 2012.
3. Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment to approve the Successor Agency's ratifying an Agreement for legal services executed by the Executive Director between the Successor Agency, City of National City, and Meyers Nave Riback Silver & Wilson for legal services, including litigation, for an amount not to exceed \$50,000, and directing this item to be placed on the Recognized Obligations Payment Schedule.

## **REPORTS**

4. Update on Redevelopment Issues

Adjourn to the next regular adjourned meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency scheduled on February 20, 2013 at 3:00 p.m. in Council Chambers, Civic Center.

**MINUTES OF THE ADJOURNED MEETING OF THE OVERSIGHT BOARD TO  
THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF  
THE CITY OF NATIONAL CITY**

**December 19, 2012**

This Adjourned Meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City was called to order at 3:07 pm by Chairman Ron Morrison.

**ROLL CALL**

Board Members Present: Aguirre, Carson, Desrochers, Donaldson, Perri, Morrison  
Absent: Hentschke,

**PLEDGE OF ALLEGIANCE** by Chairman Morrison

**PRESENTATIONS:** None

**OVERSIGHT BOARD ACTIONS**

1. **SUBJECT:** Approval of the Minutes of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City Special Meeting on December 11, 2012.

**RECOMMENDATION:** Approve the minutes as presented.

**ACTION:** Motion by Donaldson, seconded by Carson to approve the minutes of the Special Meeting held December 11, 2012. Motion carried by the following vote: Ayes Aguirre, Carson, Desrochers, Donaldson, Morrison, Perri.  
Absent:, Hentschke

**PUBLIC COMMENT**

2. **SUBJECT:** Close Public Comment session Pursuant to Health and Safety Code Section 34179.6(b) regarding the Non-housing Fund Review conducted Pursuant to Health and Safety Code Section 34179.5 and previously opened at the meeting convened on December 11, 2012.

**RECOMMENDATION:** Close Public Comment Session

**ACTION:** Motion by Carson, seconded by Desrochers to close the Public Comment Session. Motion carried by the following vote: Ayes Aguirre, Carson, Desrochers, Donaldson, Morrison, Perri.  
Absent: Hentschke

### OVERSIGHT BOARD ACTIONS

3. **SUBJECT:** Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency approving the Due Diligence Review of the Non-housing Assets Fund, as required by the Health & Safety Code Section 34179.5, and authorizing retention of funds by the Successor Agency pursuant to Health and Safety Code Section 34179.6(c).

**RECOMMENDATION:** Approve the resolution. (2012-21)

**ACTION:** Motion by Carson, seconded by Donaldson to approve the resolution. Motion carried by the following vote: Ayes Aguirre, Carson, Desrochers, Donaldson Morrison, Perri.  
Absent: Hentschke

4. **SUBJECT:** Resolution of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorizing the Successor Agency to accept grant deeds, execute documents, including agreement, and preform actions in settlement of litigation.

**RECOMMENDATION:** Approve the resolution. (2012-22)

**ACTION:** Motion by Donaldson, seconded by Perri to approve the resolution. Motion carried by the following vote: Ayes Aguirre, Carson, Desrochers, Donaldson, Morrison, Perri.  
Absent: Hentschke

### ADJOURNMENT

The special meeting was adjourned to the next Regular Adjourned Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held on December 19, 2012 at 3:00 p.m., Council Chambers – National City Civic Center, California.

The meeting adjourned at 3:54 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

The foregoing minutes were approved at the adjourned Meeting of January 16, 2013.

\_\_\_\_\_  
Oversight Board Chairman

**MINUTES OF THE SPECIAL MEETING OF THE OVERSIGHT BOARD TO THE  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF  
THE CITY OF NATIONAL CITY**

**December 19, 2012**

This Special Meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of National City was called to order at 3:07 pm by Chairman Ron Morrison.

**ROLL CALL**

Board Members Present: Aguirre, Carson, Desrochers, Donaldson, Perri, Morrison  
Absent: Hentschke,

**PLEDGE OF ALLEGIANCE** by Chairman Morrison

**NEW BUSINESS**

- 1. SUBJECT:** Review of State Department of Finance (DOF) final determination regarding due diligence review (DDR) or low and moderate income housing fund (LMIHF). Consideration of options available to the Successor Agency for responding to demands of DOF.

**RECOMMENDATION:** Advisory Vote.

**ACTION:** Motion by Donaldson, seconded by Perri as an advisory vote request payment plan from the Department of Finance, explore private loan options, and seek a loan from the County of San Diego. Motion carried by the following vote: Ayes Aguirre, Carson, Desrochers, Donaldson, Morrison, Perri.  
Absent: Hentschke

**ADJOURNMENT**

The special meeting was adjourned to the next Regular Adjourned Meeting of the Oversight Board to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held on December 19, 2012 at 3:00 p.m., Council Chambers – National City Civic Center, California.

The meeting adjourned at 3:54 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

The foregoing minutes were approved at the adjourned Meeting of January 16, 2013.

\_\_\_\_\_  
Oversight Board Chairman

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO  
THE COMMUNITY DEVELOPMENT COMMISSION  
AS THE NATIONAL CITY REDEVELOPMENT AGENCY  
AGENDA STATEMENT**

**MEETING DATE:** January 16, 2013

**AGENDA ITEM NO. 3**

**ITEM TITLE:**

Resolution of the Oversight Board to the Successor Agency to the CDC as the National City Redevelopment Agency approving the Successor Agency to ratify an Agreement for legal services executed by the Executive Director between the Successor Agency, City of National City, and Meyers Nave Riback Silver & Wilson for legal services, including litigation, for an amount not to exceed \$50,000, and directing this item to be placed on the Recognized Obligation Payment Schedule.

**PREPARED BY:** Brad Raulston

**DEPARTMENT:** Executive Director

**PHONE:** Ext. 4256

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This Resolution ratifies the Successor Agency entering into a legal services agreement between the City and the law firm of Meyers Nave Riback Silver & Wilson for the not-to-exceed amount of \$50,000. The firm has the experience and qualifications to represent the Successor Agency. Staff will pursue placing this item on the current and/or future Recognized Obligation Payment Schedule. This Agreement is necessary to protect the assets and enforceable obligations of the Successor Agency.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt proposed resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Proposed Legal Services Agreement
2. Proposed resolution

RESOLUTION NO. 2013 – 01

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY TO RATIFY AN AGREEMENT FOR LEGAL SERVICES EXECUTED BY THE EXECUTIVE DIRECTOR BETWEEN THE SUCCESSOR AGENCY, THE CITY OF NATIONAL CITY, AND MEYERS NAVE RIBACK SILVER & WILSON FOR LEGAL SERVICES, INCLUDING LITIGATION, FOR AN AMOUNT NOT TO EXCEED \$50,000, AND DIRECTING THIS ITEM TO BE PLACED ON THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

WHEREAS, the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") seeks to retain a law firm to provide legal services, including litigation, to protect the assets and enforceable obligations of the Successor Agency that are currently threatened; and

WHEREAS, it has been determined that the law firm of Meyers Nave Riback Silver & Wilson is a qualified and experienced law firm, and qualified by experience and ability to perform the legal services desired by the Successor Agency, and the law firm of Meyers Nave Riback Silver & Wilson is willing to perform such services.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency hereby ratifies an Agreement for Legal Services, executed by the Executive Director, with the law firm Meyers Nave Riback Silver & Wilson to provide legal services, including litigation, to protect the assets and enforceable obligations of the Successor Agency that are currently threatened. Said Agreement for Legal Services is on file in the office of the City Clerk.

--- Signature page to follow ---

Resolution No. 2013 – 01  
Page Two  
January 16, 2013

The foregoing resolution was duly and regularly adopted at a regular meeting of the Oversight Board for the Successor Agency to Redevelopment Agency for the City of National City held on the 19<sup>th</sup> day of December, 2012, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

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Ron Morrison, Chairman

ATTEST:

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Brad Raulston, Executive Director  
Secretary to the Oversight Board

APPROVED AS TO FORM:

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Michael R.W. Houston  
Cummins & White, LLP  
Oversight Board Counsel



**AGREEMENT FOR LEGAL SERVICES  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY,  
THE SUCCESSOR AGENCY  
TO THE COMMUNITY DEVELOPMENT  
COMMISSION AS THE NATIONAL CITY  
REDEVELOPMENT AGENCY,  
AND  
MEYERS NAVE RIBACK SILVER & WILSON,  
A PROFESSIONAL LAW CORPORATION**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY"), THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, a California public entity (the "SUCCESSOR AGENCY"), and MEYERS NAVE RIBACK SILVER & WILSON, a Professional Law Corporation, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

**Article 1. Retainer.** The CITY and SUCCESSOR AGENCY hereby retain the FIRM to represent and advise CITY and SUCCESSOR AGENCY in connection with the Successor Agency's Enforceable Obligations, subject to this Agreement.

**Article 2. Scope of Services.** The CITY and SUCCESSOR AGENCY shall have the right in their sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: advise and represent in connection with enforceable obligations, including possible litigation, related to or regarding AB26, AB1484, and/or any determinations related to or arising under AB26 or AB1484. In addition, the City and/or SUCCESSOR AGENCY may increase the scope of work with the FIRM's agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

**Article 3. Compensation.** Compensation paid under this Agreement shall be as follows:

Senior Principal:	\$ 350.00 per hour
Principal:	\$ 335.00 per hour
Senior Of Counsel:	\$ 300.00 per hour
Senior Associate:	\$ 250.00 per hour
Associate:	\$ 200.00 per hour
Paralegal/Legal Assistant:	\$ 125.00 per hour

A. The FIRM shall not use more than one attorney for the same specific task without the CITY and SUCCESSOR AGENCY 's approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY and SUCCESSOR AGENCY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 2 to be agreed to by the City Attorney and the FIRM. The SUCCESSOR AGENCY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY and SUCCESSOR AGENCY have each appropriated or otherwise duly authorized the payment of an amount **not to exceed \$ 50,000.00** for legal services and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of each the CITY and SUCCESSOR AGENCY. Approval of this Agreement by the SUCCESSOR AGENCY is contingent upon Oversight Board approval and subsequent California Department of Finance approval.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 2 to be agreed to by the City Attorney and the FIRM. The CITY and SUCCESSOR AGENCY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

D. The FIRM shall keep the CITY and SUCCESSOR AGENCY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY and SUCCESSOR AGENCY for travel time; however, the FIRM may charge for work performed for the CITY and SUCCESSOR AGENCY during any travel time.

E. The CITY and SUCCESSOR AGENCY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY and SUCCESSOR AGENCY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY and SUCCESSOR AGENCY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY and SUCCESSOR AGENCY will consider reimbursement on a case-by-case basis. The CITY and SUCCESSOR AGENCY will not reimburse overtime incurred for the convenience of the FIRM's failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY and SUCCESSOR AGENCY's prior consent. The CITY and SUCCESSOR AGENCY expect these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY and SUCCESSOR AGENCY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge and/or interest. Due to the nature of the CITY and SUCCESSOR AGENCY's payment process, the CITY and SUCCESSOR AGENCY will not pay any late charges or interest charges to bills.

Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Claudia Gacitua Silva, CITY and SUCCESSOR AGENCY Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY and SUCCESSOR AGENCY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY and SUCCESSOR AGENCY a statement of account for each one-month period of services under this Agreement, and the CITY and SUCCESSOR AGENCY agree to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY and SUCCESSOR AGENCY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements. FIRM will distinguish on billings between work done for CITY and work done for SUCCESSOR AGENCY.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate

(a) The CITY and SUCCESSOR AGENCY do not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY and SUCCESSOR AGENCY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY and SUCCESSOR AGENCY pay for outside expenses such as messenger delivery

fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY and SUCCESSOR AGENCY's payment process, the CITY and SUCCESSOR AGENCY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY and SUCCESSOR AGENCY decision, and the CITY and SUCCESSOR AGENCY's representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY and SUCCESSOR AGENCY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY and SUCCESSOR AGENCY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY and SUCCESSOR AGENCY must be obtained. This includes document review.

**Article 4. Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY and SUCCESSOR AGENCY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

**Article 5. Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY and SUCCESSOR AGENCY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY and SUCCESSOR AGENCY.

**Article 6. Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY and SUCCESSOR AGENCY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Article 7. Acceptability of Work.** The CITY and SUCCESSOR AGENCY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. In the event the FIRM and the CITY and SUCCESSOR AGENCY cannot agree to the quality or acceptability of the work, the manner of performance

and/or the compensation payable to the FIRM in this Agreement, the CITY and SUCCESSOR AGENCY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY and SUCCESSOR AGENCY shall each prepare a report which supports their position and file the same with the other party. The CITY and SUCCESSOR AGENCY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the FIRM.

**Article 8. Indemnification.** The FIRM agrees to indemnify and hold the CITY and SUCCESSOR AGENCY and its agents, officers, and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM's employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY and SUCCESSOR AGENCY, its agents, officers, or employees.

**Article 9. Insurance.** The FIRM shall not commence work under this Agreement until it has obtained all insurance required in this Article with a company or companies acceptable to the CITY and SUCCESSOR AGENCY. At its sole cost and expense, the FIRM shall take and maintain in full force and effect at all times during the term of this Agreement the following policies of insurance:

A. Commercial general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000).

B. For all of the FIRM's employees which are subject to this Agreement, to the extent required by the State of California, Workers' Compensation Insurance in the amount required by law.

C. Errors and omissions insurance in an amount not less than two million dollars (\$2,000,000) per claim.

D. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. The policies carried pursuant to paragraph 9.A above shall name as additional insureds the CITY and SUCCESSOR AGENCY and its elected officials, officers, employees, agents, and representatives. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against the CITY and SUCCESSOR AGENCY and its elected officials, officers, employees, agents, and representatives; (2) the policies are primary and not contributing with any insurance that may be carried by the CITY and SUCCESSOR AGENCY; and (3) the policies cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the CITY and SUCCESSOR AGENCY by certified mail. Before this Agreement shall take effect, the FIRM shall furnish the CITY and SUCCESSOR AGENCY with copies of all such policies upon receipt of them, or a certificate evidencing such insurance. The FIRM may effect for its own account insurance not required under this Agreement.

**Article 10. Drug Free Work Place.** The FIRM agrees to comply with the CITY and SUCCESSOR AGENCY's Drug-Free Workplace requirements. Every person awarded a

contract by the CITY and SUCCESSOR AGENCY for the provision of services shall certify to the CITY and SUCCESSOR AGENCY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

**Article 11. Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY AND SUCCESSOR AGENCY setting forth the provisions of this non-discrimination clause.

**Article 12. Effective Date and Term.** This Agreement shall be effective upon execution by the FIRM, CITY and SUCCESSOR AGENCY and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

**Article 13. Notification of Change in Form.** The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY and SUCCESSOR AGENCY shall be promptly notified in writing of any change in form.

**Article 14. Notices.** In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

Claudia Gacitua Silva  
City Attorney  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

cc: Leslie Deese, City Manager  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

Notice to the FIRM shall be addressed to:

David Skinner, Esq.  
Meyers Nave Riback Silver & Wilson, APC  
575 Market Street, Suite 2600  
San Francisco, CA 94105

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

**Article 15. Headings.** All article headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

**Article 16. Miscellaneous Provisions.**

A. **Time of Essence:** Time is of the essence for each provision of this Agreement.

B. **California Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The FIRM covenants and agrees to submit to the personal jurisdiction of any state court in the State of California for any dispute, claim, or matter arising out of or related to this Agreement.

C. **Integrated Agreement:** This Agreement including attachments and/or exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and SUCCESSOR AGENCY and the FIRM.

D. **Severability:** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

E. **Waiver:** The failure of the CITY and SUCCESSOR AGENCY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

F. **Conflict of Interest:** During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY and SUCCESSOR AGENCY. This prohibition shall not preclude the CITY and SUCCESSOR AGENCY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

G. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

H. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of January, 2013.

**CITY OF NATIONAL CITY**

**MEYERS NAVE RIBACK SILVER &  
WILSON**

By: \_\_\_\_\_  
Leslie Deese, City Manager

By: \_\_\_\_\_  
David Skinner, Esq.

**SUCCESSOR AGENCY TO THE  
COMMUNITY DEVELOPMENT  
COMMISSION AS THE NATIONAL CITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Leslie Deese, Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Claudia Gacitua Silva  
Successor Agency General Counsel