

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (this Agreement) is entered into effective as of January __, 2020, (Effective Date) by and between the Successor Agency to the Redevelopment Agency of the City of Fresno (the Successor Agency) and the City of Fresno, a municipal corporation (the City).

RECITALS

WHEREAS, Health and Safety Code Section 34171(d)(1)(F) provides that contracts or agreements necessary for administration of the Successor Agency, including agreements concerning litigation expenses related to assets or obligations, settlements and judgments, are enforceable obligations; and

WHEREAS, Health and Safety Code Section 34178(a) provides that a successor agency wishing to enter into an agreement with the city that formed a redevelopment agency (Sponsoring Jurisdiction) may do with oversight board approval; and

WHEREAS, Health and Safety Code Section 34178(c) provides that an oversight board may approve agreements between successor agencies and Sponsoring Jurisdictions for the purposes set forth in Health and Safety Code Section 34177.3(b); and

WHEREAS, Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional services and legal counsel; and

WHEREAS, the Successor Agency will incur legal expenses related to the defense of a lawsuit filed against the Successor Agency by the purchaser of Successor Agency real property (the Litigation); and

WHEREAS, the Successor Agency has determined that the most efficient and cost-effective manner of handling the Litigation would be for the Successor Agency to be represented by the office of the City Attorney of the City.

AGREEMENT

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Agreement to Undertake Representation. Upon the terms and conditions set forth in this Agreement, the City agrees to provide legal services to the Successor Agency in connection with defense of the Litigation.

2. Legal Expenses. The Successor Agency agrees to pay the City for legal services rendered and costs incurred in connection with the Litigation in an amount not to exceed Fifty Thousand Dollars (\$50,000) upon the terms and conditions set forth in this Agreement. The Successor Agency will list such expense on its Recognized Obligation Payment Schedule (ROPS). The City will provide the Successor Agency with monthly itemized statements showing the services provided and costs incurred in connection with the Litigation, and the Successor Agency will pay such statements; provided however, the Successor Agency's obligation to pay City is contingent upon

approval of this Agreement as an enforceable obligation on the Successor Agency's ROPS.

3. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the parties.

4. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties are materially altered or abridged by such invalidation, voiding or unenforceability.

5. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the City and the Successor Agency have executed this Legal Services Agreement as of the date first written above.

CITY OF FRESNO,
A California municipal corporation

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF FRESNO

By: _____
Wilma Quan,
City Manager

By: _____
Marlene Murphey
Executive Director

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney and Ex-Officio Attorney

By: _____
Laurie Avedisian-Favini Date
Assistant City Attorney

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk and Ex-Officio Clerk

By: _____
Deputy