

c: Jody.  
 CAO: S. Carvalho  
 10-7-14  
 (BT)

**PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN THE CITY OF SANTA ANA AND  
 BEST BEST AND KRIEGER LLP FOR  
 CITY ATTORNEY SERVICES**

This PROFESSIONAL SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the 2nd day of September, 2014, by and between the law firm of BEST BEST & KRIEGER LLP, a California limited liability partnership ("BB&K"), and the CITY OF SANTA ANA, a charter city and municipal corporation (the "City"). The term "City" shall also include all boards, commissions, financing authorities, and other related bodies of City.

**1. APPOINTMENT**

City Council hereby appoints and designates Sonia R. Carvalho ("Carvalho") as the City Attorney, and hires BB&K as its City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein and as required by Santa Ana Charter Sections 703, including, but not limited to, attending meetings of the City Council, Successor Agency, Housing Authority, and other boards and bodies of City, and its affiliated agencies, as directed by the City.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified solely by resolution of the City Council. BB&K represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein, except that BB&K shall not be required to hire any person already employed by the Office of the City Attorney who may be assigned tasks by, and who is supervised by Carvalho. BB&K shall not replace the designated City Attorney (or any successor to such person) without the City Council's prior approval. A temporary assignment of another attorney besides Carvalho due to vacation, illness or leave if necessary will be done only with the approval of the City Council. City Attorney may appoint various assistants and deputies as Carvalho deems appropriate through the City's Personnel Department without the need for amendment hereof, but only with the prior written approval of the City Manager.

**2. SCOPE OF WORK AND DUTIES**

A. General City Attorney Services: BB&K, specifically Carvalho, shall, as directed by the City, perform any and all work necessary for the provision of City Attorney services to City, including, without limitation, the following:

(i) Attend all meetings of the City Council, and provide advice or opinion in writing whenever requested to do so by the City Council or by any of the officers, boards, commissions, committees, officers, and employees of the City, in accordance with such policies and procedures as may be established by City from time to time;

(ii) Attend, as necessary, all meetings of other boards and commissions on request of the City Council;

(iii) Represent and advise the Mayor, Mayor Pro Tem, City Council, City Manager, and all City officers in all matters of law pertaining to their respective offices;

(iv) Be available for telephone consultation with the Mayor, Mayor Pro Tem, City Council, City Manager, and City staff, as needed on legal matters that are within their area of operation and maintain regular office hours at City Hall as requested by the City Council at times mutually agreed to by the City Council and Carvalho, attend Executive Team staff meetings, meet with the Mayor, Mayor Pro Tem and individual Council members as necessary;

(v) Utilizing staff in the Office of the City Attorney or contract staff approved in this Agreement or other agreements approved by the City Manager or City Council, (1) prepare or review necessary legal documents: such as ordinances and resolutions, purchase agreements, leases, deeds, easements and licenses; bond size, amount and offering terms and conditions; public works construction documents, including bid specifications, contracts, bonds, insurance, liens and related documents; memoranda of understanding; franchise agreements; and similar legal documents; (2) prosecute on behalf of the people such criminal cases for violation of the Charter or City ordinances; and of misdemeanor offenses and infractions arising upon violations of the laws of the state as in her opinion, or that of the City Council warrant her attention; (3) represent and advise the City on pending and potential litigation as requested by the City and monitor pending and current legislation and case law as appropriate;

(vi) Supervise and manage all work of subordinate staff, including supervision of all staff of the Office of the City Attorney;

(vii) Supervise and manage all outside legal services;

(viii) Represent and advise the Successor Agency and Housing Authority and related officials in all matters of law pertaining to their offices; and

(ix) Perform other related legal duties as requested by City.

B. Additional General/Retainer Services: City shall utilize in-house City Attorney staff, to the extent they are available, to perform the legal work. However, BBK may provide Additional General City Attorney Services and general municipal services as Retainer Services.

C. Additional Specialized Legal Services: When requested in writing by the City Manager or the City Council, BB&K will also provide such specialized legal services, including, but not limited to: eminent domain, finance, telecommunications, water, waste and storm water, waste management, transportation, enterprise, environmental, toxics, mining, water, tort defense, general litigation, personnel, labor representation, code enforcement, criminal prosecution, successor agency, housing, and other matters. Additional Specialized Legal Services may only be provided when the City Manager or the City Council approves a specific engagement letter for the matter.

D. Reimbursable Services: Where legal services are subject to cost recovery from a third party, such as a developer, a special district or special grants or funding BB&K may perform those services upon the approval of the City Manager as set forth in a specific

engagement letter for the matter. Such Reimbursable Services would primarily be provided for in the case of specialized services such as, but not limited to, acquisition and eminent domain, environmental review under the California Environmental Quality Act (CEQA), development projects, real estate transactions and special economic development agreements.

E. General Communication: The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If, with the approval of the City Council, outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be under the direction of Carvalho or existing in-house City Attorney staff.

F. Coordination of Services: All legal services shall be coordinated under the direction of the City Council. Notwithstanding any other provision contained herein, any Additional Specialized Legal Services can only be authorized by the City Manager or City Council in writing. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign a legal matter of City from or to BB&K.

G. Project Participation: BB&K provides Project Participation to all municipal clients to ensure that the clients and their appointed and elected officials are up to date at all times on matters such as public policy and ethics and the California Environmental Quality Act. Project Participation is based on a cost-sharing basis. City agrees to Project Participation for public policy and ethics and CEQA.

### **3. CITY DUTIES**

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for BB&K to effectively render its professional services under this Agreement. The City desires services to be rendered whenever possible on site; as such the City, at City's expense, will make available sufficient office space, furniture, telephones, computers, mobile devices and wireless services, facsimile machines, and secretarial support, as may be necessary therefore. City further agrees to abide by this Agreement, and to timely pay BB&K's bills for fees, costs, and expenses, as established by this Agreement. City shall also directly reimburse Carvalho for any transportation, travel or meal expenses incurred by her in the performance of this Agreement. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to BB&K.

### **4. PERSONNEL**

City Attorney/BBK staff may be modified only as provided in Section 1 above and except as so provided, City Attorney will exercise discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to render efficient and effective legal services under this

Agreement. City Attorney shall also, in accordance with City's rules and regulations, have authority to hire staff in the Office of the City Attorney.

**5. COMPENSATION**

- A. Compensation shall be as set forth in Exhibit A.
- B. Payment of Compensation shall be as set forth in Exhibit B.

**6. BOND OR FINANCIAL SERVICES**

Notwithstanding the foregoing, (i) in the event City Council requests that BB&K serve separately as Bond Counsel for the issuance of City bonds, the compensation provisions set forth in Exhibit A-1 shall apply. where legal services are subject to cost recovery from a third party, such as a developer, the hourly rate for BB&K's legal services will be the applicable private hourly rate of the respective BB&K attorney, with or without a discount as negotiated at the time the new matter is approved.

**7. COSTS AND OTHER CHARGES**

BB&K may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, with the prior approval of the City Council shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (e.g., from the BB&K office to court or City Hall), and miscellaneous expenses (e.g., telephone and facsimile charges) are included within the rates set forth above, and there shall be no additional charges for such expenses when BB&K is providing General City Attorney services, pursuant to section 2(A), above. When BB&K is providing Special Legal Services or Additional Specialized Legal Services, pursuant to sections (B) or (C), above, City agrees to reimburse BB&K for travel or parking and expenses such as experts' or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by BB&K or BB&K's cost of equipment or supplies except as provided herein. Any item of expense must be explained in writing and approved by the City Manager or Council in advance. The City will not reimburse BB&K for costs for which no backup materials are provided.

City Attorney may determine it necessary or appropriate to use one or more investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. City Attorney will not, however, retain the services of any investigators, consultants, or experts without the prior written approval of the City Manager. City Attorney will select any investigators, consultants, or experts to be hired only after approval of City Manager.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the City shall be reimbursed by City only with the prior written approval of City Manager.

## **8. STATEMENTS**

BB&K shall render to City a statement for fees, costs, and expenses incurred on a monthly basis. The Statement for General Legal Services shall be a single invoice for the compensation as set forth in Exhibit A. Statements for all other services shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized. The City reserves the right to require additional substantiation of any claimed expense or item billed by BB&K. Any work product or memoranda or other written material described in the invoices shall be produced to the City Council as requested.

Services under this Agreement shall be billed in one-tenth of an hour (i.e., six minute) increments. Under no circumstances shall BB&K use "block billing" procedures, wherein a list or a series of activities is done with only an aggregate amount of time specified. All tasks set forth in BB&K's billing documentation shall be highly specific and highly detailed. Overly generalized listings of task descriptions such as "research," "pre-trial preparation," "review contract," or "prepare for negotiations," will not be acceptable without an additional description of the work performed. BB&K shall provide a detailed description that will provide a meaningful record to an independent auditor reviewing said task description.

BB&K shall carefully examine all bills submitted for services rendered under this Agreement to ensure that appropriate billing practices are employed in billing the City hereunder. To that end, BB&K agrees that:

- A. They shall only bill for time which is specifically devoted to the scope of work;
- B. They shall not bill for the use of legal professionals for secretarial work or administrative work;
- C. They shall only devote resources that are reasonably necessary for the performance of the required services; and
- D. They shall utilize a billing format that sets forth sufficient detail to permit full scrutiny by City or any City-retained auditors, of all charges, except as specified in Exhibit "A."

Payments shall be made by City within thirty (30) days following receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

## **9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

The experience, knowledge, capability and reputation of BB&K, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, BB&K shall not contract with any other person or entity to perform, in whole or in part, the legal

services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to BB&K, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

#### **10. INDEPENDENT CONTRACTOR**

BB&K shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of BB&K employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

#### **11. INSURANCE**

BB&K shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

A. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

B. Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both BB&K and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

C. Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

D. Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall

waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. Failure to do so is cause for termination.

## **12. INDEMNIFICATION**

A. BB&K agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of BB&K hereunder, or arising from BB&K's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

B. City acknowledges BB&K is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require City to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

## **13. NOTICES**

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701  
Attn: City Manager

ATTORNEY: Best Best & Krieger LLP  
18101 Von Karman Avenue  
Suite 1000  
Irvine, CA 92612  
(949) 263-2600  
Attn: Sonia R. Carvalho and copy to Managing Partner

**14. NON-DISCRIMINATION**

In connection with the execution of this Agreement, BB&K shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. BB&K shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**15. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall commence on date first set forth above, and shall remain in full force and effect until terminated by either party hereto. City may discharge BB&K at any time, upon at least thirty (30) days' written notice to Carvalho. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. BB&K may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' written notice to City.

In the event of such discharge or withdrawal, City will pay BB&K professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation, including, without limitation, proration of the monthly retainer amount to the date of such cessation. City agrees to execute, upon request, a stipulation in such form as to permit BB&K to withdraw as City's attorneys of record in any legal action then pending. BB&K shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

**16. CONFLICTS**

BB&K represents that it currently has no client with interests adverse to those of the City with respect to this Agreement. BB&K shall not accept cases that may include causes of action against the City.



**17. INTERPRETATION OF AGREEMENT AND FORUM**

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Santa Ana County.

**18. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

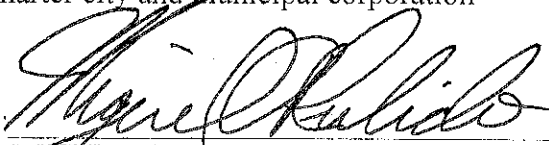
**19. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement for City Attorney Services as of the date first set forth above.

**“CITY”**

CITY OF SANTA ANA,  
a charter city and municipal corporation

By:   
MIGUEL A. PULIDO  
MAYOR

Dated: September \_\_, 2014

ATTEST:

By:   
MARIA D. HUIZAR  
CLERK OF THE COUNCIL

Dated: 10/7/2014

**“BB&K”**

BEST BEST & KRIEGER LLP

By:   
SONIA R. CARVALHO

By:   
JEFFREY S. BALINGER  
PARTNER/MUNICIPAL PRACTICE  
GROUP LEADER

Dated: September 2 \_\_, 2014

**EXHIBIT "A"**  
**BILLING RATES**

(1) For General City Attorney Services, City agrees to compensate BB&K in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500) per month. The parties agree and understand that the City shall pay BB&K \$22,500 regardless of the amount of hours billed for General City Attorney Services, in recognition that the City is securing the General City Attorney legal services and availability of Carvalho during the term of this Agreement. BB&K will issue an invoice that outlines the days and total amount of hours billed for "General Legal Services." These general entries will only require that the generalized topic of the legal services be described. For example, "General Legal Services -- Office Hours or Administration."

(2) For Additional General and Retainer Services, City agrees to compensate BB&K in the annual maximum amount of Two Hundred Thirty Thousand Dollars (\$230,000) per Fiscal Year. Additional General Services may be provided by BB&K at the sole discretion of the City Attorney or Chief Assistant City Attorney at the following rates:

Partner -- \$254/hr.

Of Counsel -- \$254/hr.

Senior Associate -- \$254/hr.

Junior Associate -- \$254/hr.

Paralegal/Clerk -- \$165/hr.

Admin. Asst. -- \$165/hr.

Research Analyst -- \$165/hr.

BB&K will issue an invoice that outlines the days and total amount of hours billed. These entries will describe the work performed.

(3) Additional Specialized Legal Services shall include legal services described as Additional Specialized Legal Services in Section 2(C) of the Agreement or for any other services not specified, but requested by the City. All such matters may only be compensated after the City Manager or the City Council approves a specific engagement letter outlining the work to be performed. The engagement letter shall identify the staff person requesting the work, the project, and the hourly rates at which the work shall be performed. The rates for Additional Specialized Legal Services shall range between \$175 and \$225 per hour for paralegals and \$225 and \$350 per hour for attorneys, unless a separate legal services agreement between the City and BB&K is approved by the City Council.

Exhibit A

(4) Reimbursable Services shall include those described in Section 2(D) of the Agreement. The hourly rate for such services will be the applicable private hourly rate of the respective BB&K attorney, with or without a discount as negotiated at the time the new matter is approved through a written engagement letter.

(5) Bond and finance fees shall be as set forth in Section 6 of the Agreement and Exhibit A-1 set forth hereto.

(6) Project Participation costs shall be no more than \$5,000 per year for public policy and ethics and not more than \$2,500 per year for CEQA.

Exhibit A

**EXHIBIT "A-1"**  
**BB&K SCHEDULE OF PUBLIC FINANCE FEES**

For bond counsel and special counsel services in connection with the financing of public facilities, BB&K shall be compensated, depending upon the type of bonds, certificates of participation or other obligations that are to be issued, based on the following schedules. Unless otherwise mutually agreed, our fees as bond counsel on these financings will be payable from proceeds of each series of the bonds upon their issuance.

1. Certificates of Participation and Revenue Bonds. For services in connection with the issuance and sale of certificates of participation and revenue bonds, BB&K shall be paid a fee which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the certificates of participation or bonds to be sold, computed as follows:

- .35% of the first \$10 million of the amount of the certificates or bonds issued, plus
- .25% of the next \$10 million of the amount thereof, plus
- .125% of the amount thereof, if any, over \$20 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis at the private posted rates of the attorneys involved.

2. Community Facilities Districts. For services in connection with the issuance and sale of bonds of community facilities districts, BB&K shall be paid a fee which will be the greater of (i) \$35,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

- .35% of the first \$10 million of the amount of the bonds issued, plus
- .25% of the next \$10 million of the amount thereof, plus
- .125% of the amount thereof, if any, over \$20 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis at the private posted rates of the attorneys involved with respect to services rendered for the formation of or annexation to a CFD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

3. Assessment Districts. For services in connection with the issuance and sale of bonds of assessment districts, BB&K shall be paid a fee which will be the greater of (i) \$35,000

or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

- .35% of the first \$6 million of the amount of the bonds issued plus,
- .25% of the next \$10 million of the amount thereof, plus
- .125% of the amount thereof, if any, over \$16 million.

Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K's option it may proceed on a hourly basis at the private posted rates of the attorneys involved with respect to services rendered for the formation of or annexation to an AD, as well as the negotiation and preparation of funding agreements and joint financing agreements. Hourly compensation shall be payable solely from deposits of third parties and bond counsel fees shall be payable solely from the proceeds of the sale of bonds.

4. Investment and Other Agreements. For investment agreements, derivative transactions or interest rate swaps relating to of any bond issue, a separate fee will be charged depending on the type of derivative. Generally, our fee for a derivative transaction mirrors our bond counsel fee. Review of investment agreements will be charged at our hourly rates.

5. Disclosure Counsel. Our disclosure counsel fees for financings of the City of Santa Ana in the range of \$10 million to \$30 million will be \$25,000. Our disclosure counsel services will include preparation and delivery of a preliminary official statement, bond purchase contract, final official statement, and continuing disclosure undertaking. If the transaction exceeds \$30 million, we will seek additional compensation based upon an arrangement with the City of Santa Ana.

The fees include our disclosure counsel services described above together with travel expenses to two meetings at the City of Santa Ana offices. These fees do not include attendance at any ratings presentations of the City of Santa Ana or related expenses. If other services are requested by the City of Santa Ana which are not within the scope of those provided for above, they will be performed on an hourly basis at the private posted rates of the attorneys involved.

Our fees for bond and disclosure counsel will be payable from proceeds of each series of the bonds upon their issuance, and are not contingent on the bonds being sold.

6. Issuer's Counsel Opinions. For all Issuer's Counsel Opinions provided by BB&K in connection with any bond financing, fees shall be the following: (1) for opinions on financings for which BB&K does not provide bond counsel and disclosure counsel services, \$10,000; (2) for opinions on financings for which BB&K provides bond counsel services only, \$5,000; (3) for opinions on financings for which BB&K provides disclosure counsel services only, \$2,500; and (4) for opinions on financings for which BB&K provides both bond and disclosure counsel services, there will be no charge.

7. Other Public Finance Services. If other services are requested by the City of Santa Ana which are not within the scope of those provided for above, they will be performed on an hourly basis at the at the private posted rates of the attorneys involved.

Exhibit A-1

**Exhibit B**  
**BILLING STATEMENT AND PAYMENT**

BB&K's fees are charged on a monthly basis for and are generally billed monthly with payment due within thirty (30) days after the date of the bill. The current monthly rate for the City Attorneys will be set forth in the billing statement as well as the hourly rate and staff working on matters as provided by City Council will be set forth in the billing statement.

Services under this Agreement shall not be billed in more than one-tenth of an hour (i.e., six minute) increments and shall represent the devotion of a full six minutes to a task before such an increment is billed. Under no circumstances shall BB&K use "block billing" procedures, wherein a list or a series of activities is done with only an aggregate amount of time specified. All tasks set forth in BB&K's billing documentation shall be highly specific and highly detailed, except as provided for in billing General Legal Services as set forth in Exhibit A. Overly generalized listings of task descriptions such as "research," "pre-trial preparation," "review contract," or "prepare for negotiations," will not be acceptable without an additional description of the work performed, except as provided for in billing general legal services as set forth in Exhibit A. BB&K shall provide a detailed description that will provide a meaningful record to an independent auditor reviewing said task description.

The City reserves the right to require additional substantiation of any claimed expense or item billed by BB&K. Any work product or memoranda or other written material described in the invoices shall be produced to the City Council as requested.

BB&K will incur various costs and expenses in performing legal services. These costs and expenses will be separately billed to the client and paid by client when BB&K is providing Additional Special Legal Services, pursuant to section or (C) of the Agreement, and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying and other reproduction costs when necessitated and authorized by the City, all based on the actual and reasonable cost. BB&K shall provide backup documentation.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid by the client within thirty (30) days following the date of the billing statement.

Registration fees for attorneys attending conferences and seminars are paid by BB&K and are never charged to the City (unless expressly requested by the City).

Exhibit B





# CERTIFICATE OF LIABILITY INSURANCE

4/30/2015

DATE (MM/DD/YYYY)  
4/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Vigilant Insurance Company	20397
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
1312669 Best Best & Krieger LLP  
3750 University Ave., Ste. 125  
Riverside CA 92502

COVERAGES BESBE01 CERTIFICATE NUMBER: 11767171 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	35894252	4/30/2014	4/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	73555244	4/30/2014	4/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	71750505	4/30/2014	4/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Santa Ana, its officers, employees and agents are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage provided is primary and non-contributory. Waiver of Subrogation applies per attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

*SAC*

11767171

City of Santa Ana  
Attention: City Manager  
20 Civic Center Plaza  
Santa Ana CA 92701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Timothy J. Panna*

**Liability Insurance**

*Endorsement*

*Policy Period 4/30/2014 - 4/30/2015*

*Effective Date 4/30/2014*

*Policy Number 35894252*

*Insured Best Best & Krieger, LLP*

*Name of Company Vigilant Insurance Company*

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added:

***Who Is An Insured***

**Scheduled Person Or Organization**

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

**Schedule**

PERSON OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY BUT THEY ARE "INSUREDS" ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED".

Liability Insurance  
Form 80-02-2367

Additional Insured - Scheduled Person or Organization  
Endorsement

Page 1

HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Liability Insurance  
Form 80-02-2367

Additional Insured - Scheduled Person or Organization  
Endorsement

Page 2

Attachment Code : D469853  
Certificate ID : 11767171

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**  
WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/30/2014 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. 71750505 of the FEDERAL INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

issued to BEST BEST & KRIEGER LLP

Endorsement No.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00% of total California premium.

**Schedule**

**Person or Organization**  
BLANKET WAIVER - ANY PERSON OR ORGANIZATION FOR  
WHOM THE NAMED INSURED HAS AGREED BY WRITTEN  
CONTRACT TO FURNISH THIS WAIVER

**Job Description**  
ALL CALIFORNIA OPERATIONS

## Liability Insurance

### Endorsement

*Policy Period* 4/30/2014 to 4/30/2015

*Effective Date* 4/30/2014

*Policy Number* : 35894252

*Insured* : Best Best & Krieger LLP

*Name of Company* Vigilant Insurance Company

*Date Issued* 4/30/2014

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Conditions, the following condition is added:

Conditions	If you agree, in a written contract, agreement or permit, to provide primary insurance for any person or organization Included in Who Is An Insured, this
<i>Other insurance - Primary Additional Insured</i>	Other Insurance - Primary Additional Insured condition applies, If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

#### *Primary Insurance*

This insurance is primary. We will not seek contributions from any other insurance available to the person or organization with whom you agree to include in Who Is An Insured, except when the Excess Insurance provision applies.

#### *Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

A. that is Fire, Extended Coverage, Builders Risk, Installation Risk or similar insurance for **your work**;

*Liability Insurance Other Insurance - Primary Additional Insured continued  
Form 80-02-2653 (Ed. 4-01) Endorsement Page 1*

Attachment Code : D486082  
Certificate ID : 11767171

**Conditions**

**Conditions**

*Other Insurance  
Primary Additional  
Insured  
(continued)*

B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

D. that is insurance:

1. provided to you by any person or organization working under contract or agreement for you; or
2. under which you are included as an insured; or

E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**, if no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

*Method of Sharing*

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

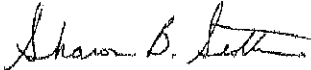
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

*Liability insurance Other Insurance - Primary Additional insured last page  
Form 80-02-2653 (Ed. 4.01) Endorsement Page 2*

**CERTIFICATE OF INSURANCE**

<b>PRODUCER</b> USI Affinity One International Plaza, Suite 400 Philadelphia, PA 19113	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the Certificate Holder.	
<b>INSURED</b> Best, Best & Krieger, LLP 3750 University Avenue, Suite 125 Riverside, CA 92501	<b>COMPANY AFFORDING COVERAGE</b> Lloyds of London Paragon International Insurance Brokers, Ltd. 140 Leadenhall Street London, England EC3V 4QT	
This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.		
<b>TYPE OF INSURANCE</b> <p align="center">LAWYERS ERRORS AND OMISSIONS INSURANCE</p>		
<b>POLICY NUMBER</b> LDUSA1400774	<b>EFFECTIVE DATE</b> 09/01/2014	<b>EXPIRATION DATE</b> 09/01/2015
<b>LIMITS OF LIABILITY</b> <p align="center">at least \$3,000,000 any one claim and in the annual aggregate including claims expenses.</p>		
<b>CERTIFICATE HOLDER</b> City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Attention: City Manager	<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.	

  
 \_\_\_\_\_  
 Signature of Authorized Representative

August 29, 2014  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2016 DATE (MM/DD/YYYY)  
4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1312669 Best Best & Krieger LLP 3750 University Ave., Ste. 125 Riverside CA 92502	INSURER A: Vigilant Insurance Company	20397
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

A-2012-076 A-2014-201

COVERAGES BESBE01 CERTIFICATE NUMBER: 11767171 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	35894252	4/30/2015	4/30/2016	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ✓ MED EXP (Any one person) \$ 10,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ Included ✓ \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	73553244	4/30/2015	4/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71750505	4/30/2015	4/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Santa Ana, its officers, employees and agents are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage provided is primary and non-contributory. Waiver of Subrogation applies per attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION See Attachments

11767171 City of Santa Ana Attention: City Manager 20 Civic Center Plaza Santa Ana CA 92701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

*oh*  
*9/24/2015*  
*Maria Hujar*





# CERTIFICATE OF LIABILITY INSURANCE

4/30/2020

DATE (MM/DD/YYYY)

1/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>INSURED</b> 1312669 Best Best & Krieger LLP 3390 University Ave, 5th Floor Riverside CA 92501	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Vigilant Insurance Company		20397
	<b>INSURER B:</b> Federal Insurance Company		20281
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** BESBE01      **CERTIFICATE NUMBER:** 11767171      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	35894252	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	73555244	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71750505	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 The City of Santa Ana, its officers, employees and agents are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage provided is primary and non-contributory. Waiver of Subrogation applies per attached endorsement(s). Cancellation applies per attached endorsement(s).

**REVIEWED & APPROVED**  
 By Risk Management Division

FEB 13 2020

<b>CERTIFICATE HOLDER</b> 11767171 City of Santa Ana Risk Management Division 20 Civic Center Plaza, 4th floor Santa Ana CA 92701	<b>CANCELLATION</b> See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

## ***Liability Insurance Endorsement***

Policy Period	4/30/2019 to 4/30/2020
Effective Date	4/30/2019
Policy Number	35894252
Insured	Best Best & Krieger LLP
Name of Company	Vigilant Insurance Company
Date Issued	4/30/2019

This Endorsement applies to the following forms:   **GENERAL LIABILITY**  
Under Who An Insured, the following provision is added.

### ***Who Is An Insured***

#### ***Additional Insured- Scheduled Person Or Organization***

Persons or organizations shown in the Schedule are insureds; but they are **insured** you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule:
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**:
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damage, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

#### ***Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Page 1

**REVIEWED & APPROVED**  
By Risk MANAGEMENT Division

FEB 13 2020  


**Liability Endorsement**

*(continued)*

*Schedule*

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE "INSUREDS" ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED".

HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Additional Insured - Scheduled Person Or Organization

REVIEWED & APPROVED  
By Risk MANAGEMENT Division  
FEB 13 2020  




**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**WC 124**

**(4 -84)**

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/30/2019 at 12:01 A.M. standard time, forms a part of

Policy No. 71750505 of the FEDERAL INSURANCE COMPANY

issued to Best Best & Krieger LLP

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

JOB DESCRIPTION: ALL OPERATIONS

BLANKET WAIVER – ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

**REVIEWED & APPROVED**  
By Risk MANAGEMENT Division

**FEB 13 2020**  
  
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## ***Policy Conditions***

### ***Endorsement***

*Policy Period* 4/30/2019 TO 4/30/2020  
*Effective Date* 4/30/2019  
*Policy Number* 35894252  
*Insured* Best Best & Krieger LLP  
*Name of Company* Vigilant Insurance Company  
*Date Issued* 4/30/2019

This Endorsement applies to the following forms:

#### COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

#### ***Conditions***

##### ***Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel***

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

#### ***Schedule***

Person(s) or Organization(s): City of Santa Ana  
Risk Management Division  
20 Civic Center Plaza, 4th floor  
Santa Ana, CA 92701

All other terms and conditions remain unchanged.

*Premium)*  
Form 80-02-9779 (Ed. 3-11)

*Endorsemen*

*Notice Of Cancellation To Scheduled Persons Or organizations (Except Non-Payment Of*

**REVIEWED & APPROVED  
By Risk MANAGEMENT DIVISION**

**FEB 13 2020**

*[Signature]*