

AGREEMENT FOR LEGAL SERVICES

SERVICES COMMUNITY FACILITIES DISTRICT FINANCING PROGRAM

THIS AGREEMENT, made and entered into this 4th day of June, 2013, by and between the CITY OF MERCED (herein called the "City") and FULBRIGHT & JAWORSKI L.L.P., A Registered Limited Liability Partnership, Los Angeles, California (herein called "Attorneys");

WITNESSETH:

WHEREAS, in connection with future development within the City, the City intends to continue its financing program (the "Financing Program") for the provision of certain services, including police, fire, paramedic, parkway, open space and park maintenance, landscaping, storm drainage, and other ongoing services attendant to such future development to meet increased demand upon the City and other public agencies as a result of such future development, through the formation of and/or annexation to a financing district created by the City, and the levy of special taxes or assessments on property within such future development; and

WHEREAS, Attorneys have previously assisted the City in connection to the Financing Program with the formation of a community facilities district to provide services and the several annexations thereto, and the City has determined that Attorneys are experienced in providing services as special counsel in proceedings for the formation or annexation of such financing districts, such as the Financing Program, and Attorneys are willing to continue to provide such services to the City;

NOW, THEREFORE, the City engages Attorneys and Attorneys accept such engagement upon the following terms and conditions:

ARTICLE I

DUTIES OF ATTORNEYS

Section 1.01. Special Counsel. Attorneys shall perform and render the following services as Special Counsel:

(a) Confer and consult with the City Manager, Assistant City Manager, Finance Director, City Attorney, and other members of the City administrative staff (acting in their respective capacities as staff of the City or other entity or district created by the City) and with their financial advisor, bond counsel, special tax consultant, as to any matters relating to the Financing Program.

(b) Attend such meetings of the City and any staff or administrative meetings at which the Financing Program is to be discussed, as Attorneys, in their judgment deem necessary, for the proper implementation of the Financing Program, or as requested by the City.

(c) Participate in sessions and provide material to educate individual landowners participating in the Financing Program about said Financing Program.

(d) Draft the appropriate resolutions, notices, petitions, consents, election material and other certificates to be used in connection with the Financing Program.

(e) Provide any other services reasonably requested of special counsel and not set forth above.

Section 1.02. Cooperation of City. The City shall assist Attorneys by making readily available all existing data and other records requested by Attorneys that are pertinent to the work to be performed by Attorneys, including data and records relating to future development and the Financing Program. The City shall also make its personnel reasonably available to Attorneys to provide information pertinent to such work when requested by Attorneys. The City shall also provide such staff assistance as it has personnel available to provide, and as such staff assistance is reasonably requested by Attorney, including assistance from the City Attorney. The City shall also assist Attorneys in by making readily available all existing data and other records requested by Attorneys that are pertinent to the work to be performed by Attorneys.

ARTICLE II

COMPENSATION

Section 2.01. Compensation for the foregoing special counsel services set forth in Section 1.01, shall be (a) \$30,000 for the initial formation proceeding of a new district, and (b) \$13,500 for each annexation proceeding of up to three developers or improvement areas, plus \$1,500 for each additional developer or improvement area.

In addition, Attorneys shall be reimbursed for any costs advanced by Attorneys on behalf of the City, including delivery and messenger services, closing costs, duplication costs, printing or posting costs and expenses for travel, not to exceed \$1,500 for each formation or annexation proceeding.

Section 2.02. Any services rendered in any litigation involving the City, the entity or district created by the City or the Financing Proceedings are excepted from the services to be rendered for the above compensation. For such services which Attorneys are directed to render for and on behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City.

ARTICLE III

TERMINATION, ABANDONMENT, ASSIGNMENT AND AMENDMENT

Section 3.01. This Agreement may be terminated by either party on reasonable notice to the other. In the event of such termination or abandonment of the Financing Program prior to its consummation, the City shall not be under any obligation to Attorneys, provided, however, that if substantial work has been performed, Attorneys shall be entitled to be compensated on the basis of its regular hourly rates solely from funds deposited or to be deposited with the City from the developers participating in the Financing Program.

Section 3.02. This Agreement may be altered or amended in writing by mutual agreement of the parties at any time. You are advised that Attorneys maintain Professional Errors and Omissions insurance coverage applicable to the services which we would be rendering.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its corporate names, by its duly authorized officers and Attorneys have caused it to be executed in its firm name by one of its duly authorized officers, all as of the day and year first above written.

ATTEST:

CITY OF MERCED

By: *d. prob*
Assistant City Clerk

By: *John M. Bramble*
Title: CITY MANAGER

Approved as to Form:

By: *Ker Reed 5/24/13*
City Attorney

FULBRIGHT & JAWORSKI L.L.P.
A Registered Limited Liability Partnership

By: *Maryann L. Goodkind*
Maryann L. Goodkind

V-12354 213504 PO#: 109769
FUNDS/ACCOUNTS VERIFIED
R. Kelley 6-3-13
FINANCE OFFICE DATE

Funding Contingent upon City
Council Approval of the Developer
Deposit Appropriation. MK 6/3/13
150-1164-532-17-00
\$15,000.00

