

AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF CALABASAS

This AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES FOR THE CITY OF CALABASAS (“**Agreement**”) is effective as of October 24, 2024 (“**Effective Date**”) by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“**A&W**”), and the CITY OF CALABASAS, a municipal corporation (“**City**”). The term “City” shall also include any and all boards, commissions, financing authorities, and other bodies of City.

RECITALS

- A. City is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. City is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. City desires or is in need of City Attorney Legal Services.
- D. A&W has special knowledge and experience and is properly licensed to perform and accomplish the City Attorney Legal Services and will perform all City Attorney Legal Services in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- E. City now desires to retain A&W to perform and accomplish the City Attorney Legal Services, and A&W is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. APPOINTMENT

The City Council of City hereby hires A&W to provide City Attorney services, as further specified in Exhibit B, *infra*, and designates Pam K. Lee as the City Attorney.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified by resolution of the City Council. A&W represents that 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. A&W shall not replace the designated City Attorney without the City Council’s prior approval, except from time to time as necessary due to illness or vacation scheduling. A&W shall obtain approval of any such temporary substitute, or of any Assistant City Attorney, from the City Manager. City Attorney may appoint various deputy city attorneys as deemed appropriate, without the need for amendment hereof. The parties agree A&W will immediately remove any deputy or other A&W

employee upon the City's request in its sole discretion and for any or no reason, and will promptly replace that individual as necessary.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, including, but not limited to, the following:

(i) Attendance at City Council and Planning Commission meetings, unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and

(ii) Upon the specific request by the City Council, City Manager, or his/her designee, provide legal advice, written legal opinions, and consultation on matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone/teleconference consultation with City staff as needed on legal matters which are within their area of operation; and

(iv) Upon the specific request by the City Council, City Manager, or his/her designee, prepare or review necessary legal documents such as: ordinances and resolutions; agreements of any nature; real property instruments of any nature including purchase agreements and escrows, leases, covenants, 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 documents; and

(v) Upon the specific request by the City Council, City Manager, or his/her designee, represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) All services set forth in Section III Scope of Work, as set forth in in the City's Request for Proposal for City Attorney Services issued May 23, 2024, which is attached hereto as Exhibit A.

B. A&W, as a full-service law firm, is prepared to provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, successor agency, housing, telecommunications, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Manager or City Council may otherwise direct. The City Attorney may represent City in the foregoing legal

matters if specifically requested to do so by the City Manager or his/her designee or by the City Council.

C. 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. Legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, such special counsel shall be supervised by the City Attorney if specifically requested by the City Council, City Manager or his/her designee. On the first of each month, the City Attorney shall provide to the City Council and City Manager an updated status report calendar of all pending litigation showing any updates from previous reports.

D. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. 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 legal matters of City from or to A&W.

3. CITY DUTIES

City agrees to provide such reasonable information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's undisputed bills for fees, costs, and expenses.

4. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits B and C attached hereto and incorporated herein by this reference. Rates are computed based upon the hours of service and the complexity of the work. A higher rate is charged for special services, including a broad range of categories (litigation, personnel, labor, housing, environmental, toxics, solid waste, enterprise, etc.) and work reimbursed by third parties, which would otherwise be likely to be contracted out as special services at higher rates. Public finance matters are charged as set forth below in Section 5 and in the Exhibits.

5. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City. A&W shall be compensated for Bond or Financial Services at the rates shown in Exhibit B.

6. COSTS AND OTHER CHARGES

A&W 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, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit C. City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies, except as provided herein.

If A&W determines that retention of an outside investigator, consultant, or expert is necessary to render the legal services required (particularly if a matter goes into litigation), A&W shall request approval from the City to retain the outside investigator, consultant or expert. The City shall not be liable for any fees or costs associated with the outside investigator, consultant or expert until the City consents in writing to the retention.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the City.

7. STATEMENTS AND PAYMENT

A&W shall render to the City Manager, a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) 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.

Payments shall be made by City within thirty (30) days of 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, such payment for the specific items shall be made by City within thirty (30) days of receipt of a corrected invoice.

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W 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 prior 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 A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W 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 A&W, 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 A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service, except as otherwise set forth in this Agreement.

A&W shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that A&W and its employees, agents, and representatives shall in no event be entitled to any City benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

10. INSURANCE

A&W 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&W shall provide City, not later than the effective date of this Agreement, certificates of insurance and an underwriter's endorsement for each coverage mentioned below. A&W shall also provide City with new certificates of insurance if any changes in coverage or carriers is made, within 30 days of any such change:

- (a) Comprehensive General Liability Insurance. Insurance written on a per occurrence basis to protect A&W and the City against liability or claims of liability which may arise out of this order in the amount of two million (\$2,000,000) per occurrence and subject to an annual aggregate of four million (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- (b) Workers' Compensation Insurance. For all of A&W's employees who will provide services under this Agreement and to the extent required by applicable State or federal law, A&W shall keep in full force and affect a Workers' Compensation policy. That policy shall provide a minimum of one million (\$1,000,000) of employers' liability coverage, and A&W shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, City Council, council members, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the City by a bona fide employee of A&W participating under this Agreement, Applicant agrees to defend and indemnify the City from such claim.
- (c) Automobile Insurance. A&W shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000. Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) Professional Liability and Errors and Omissions Insurance. For all of A&W's employees who will provide services under this Agreement, A&W shall keep in full force and effect Professional Liability coverage for professional liability with a limit of two Million (\$2,000,000) per claim and five Million (\$5,000,000) annual aggregate. A&W shall ensure both that: (1) the policy effective date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its City Council, council members, officers, employers and agents as additionally insured. For all policies, the insurer shall waive all rights of subrogation and contribution it may have against the City, its City Council, council members, 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. A&W is solely responsible for the payment of or costs associated with any premiums, deductibles or self-insurance retentions. A&W's insurance coverage shall not limit A&W's potential liabilities for obligations arising under or related to this Agreement. A&W will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

11. INDEMNIFICATION

To the fullest extent permitted by law, A&W agrees to indemnify City, its City Council, council members, officers, employees and agents and their successors and assigns ("**indemnified parties**") 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, activities, or omissions of A&W, its officers, agents, representatives, employees, sub-consultants, contractors, invitees, or anyone for whom A&W is liable, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W'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 sole negligence or willful misconduct of City, its officers, or employees. This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any indemnified parties, City may, at its sole discretion, reserve, retain or apply any monies due to A&W under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if A&W provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable. A&W agrees that its duty to defend the indemnified parties arises upon an allegation of liability based upon the acts, omissions, or performance of services under this Agreement by A&W, its officers, agents, representatives, employees, sub-consultants, contractors, invitees, or anyone for whom A&W is liable and that an adjudication of A&W's liability is not a condition precedent to A&W's duty to

defend. The provisions of this section will survive the termination or expiration of this Agreement.

12. 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 CALABASAS
100 Civic Center Way
Calabasas, CA 91302
Attention: Kindon Meik, City Manager

A&W: ALESHIRE & WYNDER, LLP
1 Park Plaza, Suite 1000
Irvine, California 92614
(949) 223-1170 (office)
Attention: Pam K. Lee, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of City and/or all other relevant government agencies, including, but not limited to, the California Civil Rights Department and the Federal Equal Employment Opportunity Commission. Also, A&W certifies and agrees that all persons employed by A&W, its affiliates, subsidiaries and related entities, if any, will be treated equally by A&W, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If City finds that any of the provisions of this Section have been violated, such violation may result in the cancellation, termination, or suspension of this Agreement. While City reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Civil Rights Department, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that A&W has violated state or federal anti-discrimination laws relative to this Agreement may constitute a finding by City that A&W has violated the anti-discrimination provisions of this Agreement.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall be effective on the Effective Date written above. The term of this Agreement will be for five (5) years, with renewals in one (1) year increments thereafter based on satisfactory annual performance reviews of A&W by the City Council. City may discharge A&W at any time. A&W shall have no right to hearing or notice, and may be discharged with or without cause or notice. A&W 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' notice to City.

In the event of such discharge or withdrawal, City will pay A&W undisputed professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W 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.

15. CONFLICTS

A&W has no present employment which is adverse to the City. A&W agrees that it shall not represent clients in either litigation or non-litigation matters against the City. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of the City. A&W shall promptly disclose to the City Council and City Manager any such actual or potential conflict immediately wherever the same shall arise or come to the attention of A&W.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

A&W maintains a strict policy forbidding political contributions in city council races in the cities we represent or propose to represent and will adhere to this policy as to the City. This policy is in conformity with the *Ethics Policy* adopted by the City Attorneys Department of the League of California Cities.

16. 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.

17. AUDIT AND INSPECTION OF RECORDS

At any time during A&W's normal business hours and as often as City may deem necessary, and upon reasonable notice, A&W shall make available to City, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records,

investigation reports and all other materials respecting matters covered by this Agreement. A&W will permit City to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by A&W for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of A&W's performance hereunder, unless City's written permission is given to dispose of same prior to that time.

18. CONFIDENTIALITY AND USE OF INFORMATION

A. Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by A&W respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his/her designee, nor shall A&W issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. A&W shall hold in trust for City, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the City's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

B. Ownership of Records. All records created by A&W for City under this Agreement shall become the property of the City and shall be subject to state law and City policies governing privacy and access to files, including any laws governing attorney-client privilege and attorney work product. The City shall have access to and the right to examine all books, documents, papers and records of A&W involving transactions and work related to this Agreement. A&W shall retain all copies of records for a period of at least four (4) years, or for the period required by law, whichever is greater, from the date of final payment.

19. NON-WAIVER

The failure of City or A&W to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to A&W of compensation under this Agreement shall not be deemed to waive City's rights or A&W's rights contained in this Agreement.

20. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

21. DISPUTES

City and A&W agree to have disputes (except where City may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by A&W to City, decided by binding arbitration in accordance with the provisions of the Code of Civil

Procedure section 1280 *et seq.* and administered by JAMS pursuant to its comprehensive arbitration rules and procedures. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. A&W and City shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. City, however, may request arbitration of a fee dispute by the State Bar as provided by Business and Professions Code Section 6200, *et seq.* Alternatively, any legal action or proceeding by the City against A&W related to this Agreement may be brought in the courts of Los Angeles County, State of California.

22. REMEDIES

The rights and remedies of the City provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

23. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

24. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

25. INTEGRATED AGREEMENT; AMENDMENT

This Agreement, including all exhibits, contains all of the agreement 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.

26. 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 Agreement as of the date of execution by the City.

“CITY”

CITY OF CALABASAS, a municipal corporation

Dated: _____, 2024

Alicia Weintraub, Mayor

ATTEST:

Lisa Pope, City Clerk

“A&W”

ALESHIRE & WYNDER, LLP, a California limited liability partnership

Dated: _____, 2024

Pam K. Lee, Esq.

EXHIBIT A

**CALABASAS REQUEST FOR PROPOSALS FOR CITY ATTORNEY SERVICES
Issued May23, 2024**

[on following pages]

REQUEST FOR PROPOSALS
FOR
CITY ATTORNEY SERVICES



CITY *of* CALABASAS

Issue Date: May 23, 2024

Submission Deadline: June 28, 2024

Submit Proposals to:

City of Calabasas

Attn: City Manager

100 Civic Center Way

Calabasas, CA 91302

(818) 224-1600

RFP responses to be received until 2:00pm – June 28, 2024

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I. INTRODUCTION

A. Purpose

The purpose of this Request for Proposal (“RFP”) is to identify and select an experienced full-service law firm to provide legal services and to serve as City Attorney for the City of Calabasas (“City”). The Scope of Work section further details required services and performance conditions. The Qualifications section provides prerequisites for the application. Qualified firms are invited to submit written proposals.

B. City Background and Profile

Situated approximately 25 miles west of downtown Los Angeles (8 miles east of the Ventura County line), the City of Calabasas (approximately 24,000 population) is located in western Los Angeles County in the foothills of the Santa Monica Mountains National Recreation Area and adjacent to the San Fernando Valley. While the newest city in Los Angeles County, the first recorded occupation in the area was by Chumash Native Americans who settled along the banks of Calabasas Creek during the mid- 1800s. Today, neighboring communities include Agoura Hills, Malibu, Westlake Village, and Hidden Hills. The City’s distinctive character is in part derived from its natural environment, oak-studded hillsides, and sprawling open space. Other notable characteristics include its physical diversity, small town atmosphere, and active population. Old Town Calabasas, representing a combination of the old west and modern day, features retail shops, fine restaurants, and the historic Leonis Adobe, one of the oldest buildings in the Los Angeles area. Calabasas is primarily a residential community recognized as one of the most desirable areas in the region to live; the community is distinguished by its privacy, neighborhood events, excellent school district, and quality public services. Calabasas is approximately 13.75 square miles, situated in the Las Virgenes Valley, with primary access to the community from the Ventura Freeway (101) or by Malibu Canyon Road from Pacific Coast Highway (1).

The City of Calabasas is a General Law city and operates under a Council-Manager form of government. The City Council consists of 5 members that are elected at-large and serve staggered 4-year terms. The Mayor and Mayor pro Tem are selected by the members of the City Council for a 1-year term. The Mayor is the presiding officer of the Council, and the official spokesperson and ceremonial representative of the City. Regular meetings of the Calabasas City Council are held on the 2nd and 4th Wednesdays of each month, at the Council Chambers, 100 Civic Center Way, Calabasas, California at 7:00 p.m., and additional meetings may be scheduled as needed. Meetings of the Calabasas Planning Commission are held on the 1st & 3rd Thursdays of each month, at 6:00 p.m. in the Council Chambers (subject to change). The City Council is responsible for passing City ordinances, resolutions, adopting an annual budget, appointing commissions and committees, and setting policy, among other things. The City Council appoints the City Manager and the City Attorney. The City Manager oversees daily functions and ensures that directions and priorities of the City Council are achieved. The City of Calabasas is known for providing its residents and business community with high level, quality public service. Continuity in elected and appointed officials, prudent fiscal management, friendly business environment, collaboration with community partners, committed and dedicated professional staff, and an engaged electorate contribute to Calabasas’ stellar and distinguished reputation. The 2023/24 operating budget is approximately \$54 million.

Staffing is comprised of 79 full time and 125 hourly employees within the departments of City Manager's Office, City Clerk, Administrative Services, Community Development, Community Services, Finance, Communications, Public Safety & Emergency Preparedness, Public Works, and Library.

C. Submittal Closing, Time, and Location

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time.

Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL FOR CITY OF CALABASAS CITY ATTORNEY SERVICES

Submittal Closing: June 28, 2024, at 2:00 p.m., PST Location: City of Calabasas

Attention: Kindon Meik, City Manager 100 Civic Center Way, Calabasas, CA 91302

Number of Copies: One (1) Original and six (6) copies and one (1) USB Flash Drive.

Early responses are acceptable; proposals will not be opened until the submittal deadline. Late proposals will not be accepted. Faxed or emailed proposals or modifications will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

D. Inquiries

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to:

Kindon Meik

City Manager

City of Calabasas

100 Civic Center Way, Calabasas, CA 91302

Phone: (818) 224-1607

Email: kmeik@cityofcalabasas.com

Please reference "Request for Proposals for City Attorney Services" when contacting the City regarding this solicitation. The City of Calabasas website, <https://www.cityofcalabasas.com/services/public-notices> contain a copy of this document as well as a summary of any/all applicable addenda, if any.

E. RFP Projected Schedule of Events

RFP Activity	Date
City Issues RFP	May 23, 2024
Deadline to Submit Questions	June 5, 2024
City Issues Responses to Written Questions	June 14, 2024
Deadline for Receipt of Proposal (late Submissions will not be accepted)	June 28, 2024
Evaluation of Proposals Period	July 1, 2024 – August 9, 2024
Notifications to Law Firms of Interview	August 23, 2024
Firm Tentative Interviews/Presentations Week (in-person/Closed Session)	September 9, 2024 – September 13, 2024
Tentative Award of Contract	September 27, 2024

II. TERMS AND CONDITIONS

A. Equal Opportunity

The City of Calabasas requires all proposers to comply with equal opportunity policies. The City of Calabasas programs, services employment opportunities, and volunteer positions and contract are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

B. Collusion

By submitting a response to the RFP, each Applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Applicant has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

C. Incurred Costs

Cost of Preparing and Submitting Statements. The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

This RFP does not commit or obligate the City of Calabasas to accept or execute an agreement for any expressed or implied service.

D. Reservations and Options

The City reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) days after opening;
- Waive any informality on any proposal;
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the service schedule and reasonable costs with the selected firm;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
- Terminate this RFP process at any time.

E. Acceptance of Conditions

It is the Proposer's responsibility to examine the scope and location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.

F. Licensure

At all times while serving as City Attorney or as an attorney providing services to the City under the City Attorney contract, each such attorney shall be a member in good standing of the California State

Bar and shall be required to maintain that license to practice law in full force and effect while so employed.

G. Conflict of Interest and Proposal Restrictions

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City of Calabasas. By submitting a response to the RFP, the Applicant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Firm to the Applicant in connection with the procurement under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Applicants, and said individual, company, or other entity may not submit a proposal in response to this RFP.

H. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process; however, names of persons or firms submitting proposals may be disclosed as a public record upon request. Upon the completion of the evaluation of proposals, the proposals and associated materials will be opened for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each Applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which an Applicant submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the Applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

I. Insurance Requirement

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement.

III. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of his/her daily duties in the operation of City business. The general responsibilities of the City Attorney (and other City Attorney personnel) include, but are not limited to the following and shall be considered services covered by the hourly rate:

- Provide clear, concise, and pragmatic legal advice and consultation daily as requested or required to members of the City Council, the City Manager, City Staff and Committees. Contacts are usually made via email, telephone and text, and generally a same or next day response is expected. Set clear expectations regarding response time to issues and questions presented.
- Attend City Council meetings and be prepared to advise the Council and Staff on matters on the agenda as well as parliamentary procedure and substantive issues that arise during the meeting.
- Attendance at City Council and Planning Commission meetings is expected.
- Attendance at City Council subcommittee meetings or joint meetings with outside agencies may be requested from time to time.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest, the Political Reform Act, the Public Records Act, California Environmental Quality Act, tort liability and risk, civil and criminal enforcement, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice and public administration.
- Perform legal work in relation to land use matters. Provide research and guidance concerning City specific areas of interest as it relates to Local Agency Formation Commission (LAFCO), annexations, as well as working knowledge of Home Owners Associations (HOAs), and Landscape Maintenance Districts (LMDs).
- Review and approve as to form development-related City legislative actions including environmental impact reports, negative declarations, land use appeals, property acquisitions, property disposals, public improvement agreements, easements, dedications, right of way vacations, and other related documents.
- Prepare, review, and revise Staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council Staff reports. Clear, concise, well-organized writing in plain English is a prerequisite.
- Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Manager.
- Represent the City in inter-agency projects and other legal matters.
- Assist the City with multi-party negotiations and agreements.
- Provide legal advice and assistance to operating departments.

- Review compliance with public records for public records requests, records destruction and assist with contract development.
- Provide legal advice regarding taxes, assessments, fees, debt issuance, Proposition 218, and financial laws and implications.
- Assist in negotiating and preparing development agreements for City Council consideration.
- Provide legal direction on state housing mandates. Design, draft, and update the City's Municipal Code and Zoning Code, including regulations for state and federal housing legislation.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written legislative updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance as requested.
- Represent the City in litigation for all actions and other proceedings brought against the City, its elected officials, appointed officers and agents and oversee services provided by other outside legal counsel engaged by the City for specified legal matters.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful applicant and the City.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Applicant's firm, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

Proposals should be organized consistent with the outline provided below under Proposal Format.

B. Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Applicant/Firm Information
5. Principal Attorneys
6. Applicant/Firm Background
7. Applicant/Firm Qualifications

8. Law Firm Clients

9. Staff Training

10. References

11. Pricing

12. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposals shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

C. Cover Letter

The Proposal must include a cover letter which references and responds to each of the following bulleted items. Please limit the Cover Letter to three pages.

Signature of an officer empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it.

- A high-level statement of credentials qualifying for delivery of the services sought under the RFP.
- If there are services listed in this RFP that the proposer will not be able to provide, describe those services in this section.
- A statement indicating the proposal remains valid for at least 120 days from the Deadline for Receipt of Proposal, with automatic extension should the proposer be selected for negotiation.
- A statement that the Applicant, or any individual who will perform work, is free of any conflict of interest (e.g., a competing corporate or agency interest).

D. Table of Contents

Include a clear identification of the submitted material by section and by page number.

E. Executive Summary

This section of the proposal should provide a concise synopsis of Applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the Applicant's philosophy for City Attorney services and approach to mitigating risk to cities. This summary should demonstrate the proposer's understanding of the needs of Calabasas and the proposer's ability to address those needs including the proposer's approach to legal services.

F. Applicant/Firm Information

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the Applicant is a subsidiary of a larger firm. If so, identify by whom and from where will services be provided.
- Provide the Proposal contact name, address, phone number, and email address.
- Identify the location of company headquarters and office which will support the project.

G. Principal Attorneys

Identify the principal attorneys, the attorney who will serve as the City Attorney, Assistant or Deputy in the absence of the City Attorney, the Attorney that will be assigned to the Planning Commission, and any other attorneys who may be performing functions requested under Scope of Services.

H. Applicant/Firm Background

This section should identify the following:

- A description of the Applicant's background, nature of business, and organizational history.
- A statement of how long the Applicant has been providing legal services to municipalities.
- Location of office that will be providing services to the City.
- Staff services available (clerical support, paralegals, other non-attorney staff).
- Awards, honors or public recognition of you, your firm, or both, concerning the provision of legal services.

I. Applicant/Firm Qualifications

In this section of the proposal, the Applicant should identify firm/staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Names of individuals that would constitute the core legal team for the City.
- Attorney resumes and length of employment with firm; specializations, legal training and years of practice and years of public sector practice;
- Experience, in detail, of providing government/municipal legal services as outlined in the Scope of Services of this document.
- Experience, in detail, working with California local government agencies.
- List all public clients for whom you currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies for the prospective lead attorney. Please note, if the proposed City Attorney for Calabasas is also serving as the City Attorney for other cities, and include the names of those cities.

J. Law Firm Clients

A list of major clients and relevant projects, both ongoing and planned, to which the law firm is committed should be provided. Include the staff resources devoted to those projects and the status of the projects.

- Identify all public and private clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all public and private clients for whom the designated City Attorney currently provides services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.
- Identify all situations in the last five (5) years in which the law firm has been adverse to public entities, either in litigation or administrative matters.
- If the law firm, or a principal lawyer, or the lawyer who is proposed to be the City Attorney has been dismissed, fired, or an agreement has not been renewed in the last 5 years, please explain the circumstances.

K. Staff training

Identify the types of staff training (such as open government, ethics and AB 1234, AB 1825, commission roles and responsibilities, personnel new laws, payroll law, etc.) your firm can provide.

L. References/Reference Letters

The Applicant must provide at least five (5) references. At least three of the references should be for similar services provided in the last five years. For each reference, Applicant should provide the following information and permission to contact each reference:

- Entity name
- Client contact information (name, title, phone, and email)
- Scope of work performed identifying the services provided
- Duration of services
- Reference Information
- Summary of any problems and solutions to those problems
- Written publications/briefings/opinions/articles (optional)

M. Fee Schedule/Pricing

The selected applicant will be required to provide services under a fee format for regular attendance at regular City Council meetings, special City Council meetings, weekly agenda preparation and executive staff meetings, Planning Commission meetings, office hours on site at the City, communications with the City, and other general legal work. Routine travel expenses would be the responsibility of the applicant.

- Please provide an hourly rate for all the individuals that may be working with the City from the Applicant’s office. Please provide fee and rates in a tabular format.
- In addition, please provide an hourly rate for any specialized legal services. Please define what type of work you would consider to be extra or specialized that would be billed in addition to basic services and state the hourly rates for the designated legal staff for such services.

V. SELECTION PROCESS

A. Evaluation Criteria

The City shall review all proposals to determine which Applicants are qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications and to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of Applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

Quality, clarity, and responsiveness of proposal
Overall qualifications responsive to knowledge, expertise, abilities, and services identified in the proposal
Demonstrated understanding of City’s needs
Anticipated value and price
Adequate local availability, depth of legal team, support staff, workload capacity and constraints, and range of services offered
Professional reputation for providing high- quality services, demonstrated sound judgment, integrity, and reliability.
Results of interviews, presentations
References
Ability to prepare and execute a contract

B. Method of Selection

After reviewing all applicants, the City may invite one or more qualified firms to a personal interview. The individuals who will be designated as the City Attorney, Deputy City Attorney, and Planning Commission Attorney will be expected to participate in the interview. Interviews will be in-person and participants will not be allowed to join virtually. After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist in its sole discretion. The City and the finalist Applicant will enter into contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant. The City Council anticipates making a selection of a firm or firms following a careful evaluation of all relevant information.

C. Agreement

The City and successful firm shall prepare and cause to be executed between both parties a Contract for City Attorney Legal Services.

EXHIBIT B

FEE ARRANGEMENT

1. General

A&W charges on an hourly basis for all time actually spent on behalf of a client. A&W bills in increments of one-tenth (0.1) of an hour, which is 6 minutes. When costs are split among clients, the total amount of time spent on the project is divided evenly by the number of clients contributing, and each client is billed the applicable share. Travel time is billed at the general rate below.

CLASSIFICATION	PROPOSED HOURLY RATES 2024
General	\$260 Associate \$285 Partner
Special Services/Litigation	\$325 Associate \$375 Partner
Risk Management / Code Enforcement	\$275 Associate \$325 Partner
Reimbursable for Developers	\$400 Associate \$450 Partner
Reimbursable by Residents who are not developers	\$325 Associate \$375 Partner
Public Finance	\$425 Attorneys \$180 Paralegals/Law Clerks
Paralegals and Law Clerks	\$180
Document Clerks	\$110

a. General Services

General Services include:

- (a) Attending all City Council, Planning and other Commission meetings.
- (b) Providing City Council and other bodies with guidance relative to Roberts Rules of Order, open meetings, Brown Act, and other related procedural matters.
- (c) Providing conflict of interest assistance to elected and appointed officials and staff, and assisting officials and staff in seeking advice from the Fair Political Practices Commission.
- (d) Attending departmental meetings, staff meetings, or committee meetings as deemed necessary and appropriate or as requested by the City Manager or City Council.
- (e) Providing legal advice, counsel, services, consultation and opinions to City Council, City Manager and City staff on routine municipal assignments.
- (f) Performing general research and interpreting routine laws, and other legal matters in order to prepare legal opinions and to advise the City Council, and management staff on routine legal matters pertaining to City operations.

- (g) Reviewing and/or preparing general staff reports, ordinances, resolutions, and other documents required by the City.
- (h) Informing City Council and staff of routine recommended changes to City ordinances and practices, as needed.
- (i) Providing assistance to the City regarding election laws and assisting in review of election forms, filings, and coordination with county, state and federal election officials.

b. Special Services/Litigation; Third Party Reimbursable

Special Services include, but are not limited to, real estate, rent control, housing, complex land use and zoning, eminent domain/regulatory takings, labor and employment, investigations, enterprise funds, franchise negotiations, major contract negotiations, municipal finance matters other than bonds and similar financial services, environmental and toxics, water, energy, franchises, utilities and telecommunications, solid waste, rent control/mobile home matters, police and fire matters, litigation services (although code enforcement and risk management are billed at their own rate), and similar matters requiring special expertise that are above and beyond routine municipal assignments and/or routine legal matters.

For legal services performed on matters where the City is reimbursed by a third party, such as development agreements, A&W will charge at higher rates as described on the table above. Though A&W's rates are higher for special services than for general services, they are less than those generally charged by specialty firms, such as those specializing in development, employment, water and so forth.

2. Rate Adjustments

Starting January 1, 2026, and each January 1 thereafter, there will be an annual cost of living adjustment, rounded to the nearest dollar. The cost of living adjustment shall be set by the most recent 12-month Consumer Price Index for all urban consumers ("CPI-U") for the Los Angeles – Long Beach – Anaheim Area, as published by the United States Government Bureau of Labor Statistics. In no event shall the annual cost of living adjustment be less than \$0.

Our general rate structure may be increased from time to time and is usually adjusted at the beginning of each calendar year (i.e. January 1), with written documentation confirming the same to the client.

3. Monthly Statements

A&W will provide the City a monthly statement for fees, costs, and expenses incurred as described above. Payments shall be made by City within thirty (30) days of 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, such payment for the specific items shall be made by City within thirty (30) days of receipt of a corrected invoice.

4. Reimbursable Expenses

In addition to the hourly rates, A&W shall be reimbursed for out-of-pocket expenses, without any markup, such as photocopies (\$0.25 per page) and other reproducing costs, facsimile charges, messengers and couriers, court reporters, mileage costs to court and administrative proceedings, travel expenses, and other costs and expenses incurred on the City's behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, or electronic or other charges for calls/teleconferences. Specialized legal research or tools, such as technical artificial

intelligence aided research or specialized e-discovery software, may be charged to the client as expenses, upon prior written notification from A&W and written approval from the City.

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings and when traveling on behalf of the City to other locations. Travel time may also be charged. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City and receipt of the City's prior written approval.

EXHIBIT C

STATEMENT OF BILLING PRACTICES

A&W's fees are charged on an hourly basis (or increments thereof) for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill.

A&W will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the City and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, messenger and other delivery fees, postage, photocopying (charge of twenty-five cents (\$.25) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with A&W's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings and when traveling on behalf of the City to other locations. Travel time may also be charged. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City and receipt of the City's prior written approval.

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 time is billed in increments of one-tenth (0.1) of an hour. All undisputed bills are expected to be paid within thirty (30) days of the date of the billing statement.