

AMENDED AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, ("Firm") and the City of Calabasas ("City").

RECITALS

A. The City desires to modify its existing June 24, 2021 Legal Services Agreement with the Firm, changing the Firm's role from City Attorney to instead retain the Firm to provide Outside Counsel legal services as requested.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the Outside Counsel legal services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of Outside Counsel and shall use its best efforts to provide legal services in a competent and professional manner.

B. The Outside Counsel legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates and for the costs set forth therein.

C. Services shall be provided on an "as needed basis" as requested by the City Council, City Manager, or City Attorney.

2. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, though persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and

approval by, the City. No such change shall affect the terms of Exhibits A and B to this Agreement absent amendment of this Agreement pursuant to Section 7 below.

C. On occasion, the Firm may receive small sums of money belonging to the City, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The City agrees that, should the Firm receive any amount to the City's credit of \$500 or less and the Firm does not have other instructions from the City with respect to that money, the Firm may place these funds in its client trust account and apply them to future invoices to the City for legal services.

3. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles County pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles County to be conducted by JAMS in accordance with its commercial arbitration rules.

4. Term of the Agreement.

This Agreement shall be effective as of October 24, 2024 ("Effective Date") and shall be and remain in full force and effect until October 31, 2025, unless terminated in accordance with the provisions of Section 5 or amended under the provisions of Section 7.

5. Termination of the Agreement.

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

6. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the City's client file in electronic format. The Firm may store part or all of the City's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of City files, just as it does for the City's non-digital files. Clients requiring information from their files may obtain that information only by written request to the Firm. The City's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain records with respect to all matters covered under this Agreement for a period of two years after the expiration or termination of this Agreement. If the City asks the Firm to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the City. Two years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the City's client file, including all electronic records. The Firm may also discharge its obligation to maintain the City's file prior to the expiration of two years by mailing a copy to the City. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the City.

C. City shall have the right to access and examine records of the Firm pertaining to the City, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the City access to the Firm's records pertaining to the City as provided herein and upon written request.

D. The City acknowledges that the Firm may use artificial intelligence tools in its representation of the City. If Firm does so, the Firm will ensure that the City's confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use.

7. Modifications to the Agreement.

This Agreement may be amended from time to time by agreement of the parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Manager.

8. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, or other similar benefits provided to City employees.

9. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

10. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

11. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any monetary damage or damage due to death or injury to any person and

injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement. The provisions of this section will survive the termination or expiration of this Agreement.

12. Conflicts of Interest.

A. The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).

B. The Firm is generally in the business of providing general and special counsel services to local governments in Los Angeles County and elsewhere in California. Provided that the Firm does not provide services in or to Los Angeles County which create a conflict under the Rules of Professional Conduct, the City agrees the Firm may continue its practice of providing legal services to local governments in Los Angeles County without further consent of the City. The Firm shall not provide legal services which create a conflict under the Rules of Professional Conduct, without the informed, written consent of the City. The City also acknowledges its prior consent to the Firm to simultaneously represent the City and the Clean Power Alliance.

13. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

14. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. Entire Agreement.

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to

supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas, California

“Firm”
Colantuono, Highsmith & Whatley, PC

By: _____
Title: _____

By: _____
Matthew T. Summers, Vice President

Date: _____

Date: _____

EXHIBIT A

Scope of Services

A. Outside Counsel Legal Services the Firm will provide the City include:

1. The Firm will provide Outside Counsel Legal Services to the City on an “as needed” basis as requested by the City Council, City Manager, and City Attorney. Compensation shall be pursuant to those rates stated in Exhibit B.

B. Travel Time and Costs

1. Travel to City. In the event that travel is required, the Firm will bill for time incurred for travel portal-to-portal. The Firm will also bill for actual, out-of-pocket expenses for such travel, including mileage at the IRS rate.
2. To reduce costs, the City will cooperate with the Firm to avoid unnecessary travel to the City, especially when substantially similar service can be provided remotely via teleconference or video conference.
3. Photocopies shall be billed at 20 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of e-mail, U.S. Mail and other means. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm’s contract with Westlaw or a similar provider. Costs will be separately designated on the Firm’s monthly statements as “disbursements,” and will be billed in addition to fees for professional services.

EXHIBIT B

Applicable Billing Rates (October 2024)

The legal services specified below, as requested per Exhibit A, will be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided up to a maximum rate as stated below:

Legal Service	Capped Rates
General Legal Services	\$250 per hour
Specialized Legal Services	\$345 per hour
Labor & Employment	\$345 per hour
Litigation	\$345 per hour
Appellate Litigation	\$405 per hour
Reimbursable Legal Services for Cost Recovery Matters	\$425 per hour
Paralegals	\$200 per hour
Other Costs	Photocopies: \$0.20/page over 25 pages \$1 facsimile transactions Mileage: IRS rate
Travel	At cost

Commencing on July 1, 2025, and on July 1 of each year thereafter, the Firm may increase the rates specified in this Exhibit B by the previous 12 months' change in the Consumer Price Index, Los Angeles Metropolitan Area, All Consumers (utilizing the most recent CIP data available), not to exceed 5% compounded over the life of this Amended Legal Services Agreement, to reflect increases in overhead and other costs.