

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective _____, 2018, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and the law firm of ALLEN, GLAESSNER, HAZELWOOD and WERTH, LLP ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide code enforcement litigation and receivership advice and counsel, and represent the CITY in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed, once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, Dale Allen and Mark Hazelwood will be the shareholder primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business & Professions Code section 6148.

7. INSURANCE REQUIREMENTS.

FIRM shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts set forth in the attached Exhibit "C," which is incorporated herein by reference.

8. LICENSES, PERMITS, AND COMPLIANCE WITH LAW.

FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

12. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in the attached Exhibit "B," which is incorporated herein by this reference.

13. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

14. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal

memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

15. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

16. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITY. However, should discussions, mediation or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

17. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

21. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

22. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN M. LUEBBERKE
CITY ATTORNEY

ALLEN, GLAESSNER, HAZELWOOD,
AND WERTH, LLP

By: _____
City Attorney

By: _____

"CITY"

"FIRM"

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rates are as follows:

Partners	\$230
Of Counsel	\$230
Associates	\$200
Paraprofessionals	\$ 95

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

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Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

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FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

9. NOTICES.

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: John M. Luebberke
 City Attorney
 425 North El Dorado Street, Second Floor
 Stockton, CA 95202

To FIRM: Dale Allen / Mark Hazelwood
 Allen, Glaessner, Hazelwood and Werth, LLP
 180 Montgomery Street, Suite 1200
 San Francisco, CA 94104

10. LEGAL FEES AND BILLING PRACTICES.

CITY agrees to pay by the hour at FIRM's prevailing rates for all time spent on CITY's matter(s) by FIRM's legal personnel. FIRM's current hourly rates for work on CITY's matters are set forth in Exhibit "A" to this Agreement.

Any change in FIRM's rates as set forth in Exhibit "A" to this Agreement must be sent to CITY in writing 30 days prior to implementation so that CITY may accept or reject the changes as to matters being handled by FIRM at that time.

The legal personnel assigned to CITY's matter may confer among themselves about the matter, as is reasonably required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. CITY reserves the right to disapprove the second charge.

11. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, travel costs including parking, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees.

(b) Out of town travel. CITY agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators or support services to be hired, and CITY will be informed of persons chosen and their charges.

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memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

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17. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

21. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

22. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN M. LUEBBERKE
CITY ATTORNEY

ALLEN, GLAESSNER, HAZELWOOD,
AND WERTH, LLP

By: _____
City Attorney

By: _____

“CITY”

“FIRM”

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rates are as follows:

Partners	\$230
Of Counsel	\$230
Associates	\$200
Paraprofessionals	\$ 95

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: John M. Luebberke, City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

SUBJECT MATTER/CASE NAME & NUMBER

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES \$ _____

TOTAL EXPENSES \$ _____

****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"**INSURANCE REQUIREMENTS**

FIRM shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FIRM its agents, representatives, or employees.

Minimum Limits of Insurance

FIRM, shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000 per accident for bodily injury or disease.
4. Professional/Malpractice Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of FIRM; premises owned, occupied or used by FIRM; and automobiles owned, leased, hired or borrowed by FIRM. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to the project, FIRM's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of FIRM's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.

4. FIRM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, FIRM shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by FIRM as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

FIRM shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, FIRM shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.

C-04-006 (NP)

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective January 6, 2004, by and between the City of Stockton, a municipal corporation ("CITY"), and the Redevelopment Agency of the City of Stockton, a public body, corporate and politic ("AGENCY"), and the law firm of BEST BEST & KRIEGER, LLP.

WITNESSETH

WHEREAS, the City Attorney/Agency Counsel of the City of Stockton provides legal counsel and representation to the CITY and AGENCY and the Council members, Board members, officers, and employees of the CITY and AGENCY; and

WHEREAS, pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

WHEREAS, the CITY and AGENCY have determined that BEST BEST & KRIEGER, is especially qualified to provide advice and counsel, and represent the CITY and AGENCY in legal matters on behalf of the City/Agency.

NOW, THEREFORE, in consideration of these promises and the following terms and conditions, BEST BEST & KRIEGER, CITY and AGENCY agree as follows:

1. Scope and Duties

The CITY and AGENCY retain BEST BEST & KRIEGER, to perform certain legal services necessary to represent and advise the CITY and AGENCY in connection with any legal issues, claims, or any litigation, including, but not limited to, land use, growth, and redevelopment issues, as directed by the City Attorney/Agency Counsel. BEST BEST & KRIEGER, warrants that it can and shall perform the legal services as described in this Agreement. BEST BEST & KRIEGER, acknowledges that CITY and AGENCY shall rely on BEST BEST & KRIEGER's representation regarding its special capabilities and qualifications. John E. Brown, Esq., or such other attorney assigned and approved by the City/Agency, shall have primary responsibility for providing the legal services authorized pursuant to this Agreement. Upon request of the City Attorney/Agency Counsel, BEST BEST & KRIEGER shall, in a timely manner, report to the City Attorney/Agency Counsel the status and any other information requested in connection with this agreement.

Should the attorney identified in the above paragraph leave BEST BEST & KRIEGER, either voluntarily or involuntarily, or otherwise become unable or unqualified to provide the services provided for herein, BEST BEST & KRIEGER shall immediately notify CITY and AGENCY of such fact, as provided for in paragraph 12 of this Agreement.

2. Statements, Fees, Costs, Expenses, and Adjustments Thereof

BEST BEST & KRIEGER shall be compensated for services rendered to CITY and AGENCY in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein by this reference. BEST BEST & KRIEGER, with prior approval of the City Attorney/Agency Counsel, may incur all reasonable costs and hire any investigators, consultants, or expert witnesses as is reasonably necessary in BEST BEST & KRIEGER's judgment. In addition to the fees listed in Exhibit "A," CITY and AGENCY shall reimburse BEST BEST & KRIEGER for the actual costs and expenses incurred by BEST BEST & KRIEGER for process server's fees, fees fixed by law or assessed by courts or other agencies, court reporter's fees, investigation expenses, consultant's fees, expert witness fees, and other similar items.

BEST BEST & KRIEGER shall submit to CITY and AGENCY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY and AGENCY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the duration of the service in tenths of an hour increments, the identity, including job classification and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs, and the itemized and total billing for the statement period. **There shall be no bundling of charges: Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a cover sheet which lists BEST BEST & KRIEGER's City of Stockton business license number, a summary of any outstanding charges, credits received toward the outstanding charges, the current charges, any payments to be credited toward the current charges, and the total charges due and payable in a format as illustrated in the attached Exhibit "B," which is incorporated herein by this reference.

CITY and AGENCY shall have no obligation to pay or reimburse BEST BEST & KRIEGER for payment of any sanctions assessed against BEST BEST & KRIEGER by any court or other authority as a result of any action, omission, or error in judgment occasioned as a result of BEST BEST & KRIEGER's exercising discretion in BEST BEST & KRIEGER's performance of the contract services.

Any claim by BEST BEST & KRIEGER for additional or adjustments in payments or fees shall be made to CITY and/or AGENCY in writing no later than thirty (30) days after receipt by BEST BEST & KRIEGER of the payment for which such additional payment or adjustments are desired.

The CITY and AGENCY recognize that BEST BEST & KRIEGER's provision of legal services may span a period of several years. BEST BEST & KRIEGER shall give CITY and AGENCY thirty (30) days advance notice of any changes in its fee schedule according to the notice provisions herein specified in Paragraph 12 of this Agreement. Any

adjustments to its fee schedule shall be subject to the express written consent and approval of the City Attorney/Agency Counsel.

CITY and AGENCY shall process payments diligently. BEST BEST & KRIEGER recognizes that CITY and AGENCY are public entities and that due to safeguards built into the financial system to protect the public coffer, BEST BEST & KRIEGER will not impose late charges or interest on CITY and AGENCY.

3. Term of Agreement and Termination

This Agreement shall continue until terminated as provided for herein. CITY and AGENCY may terminate this Agreement at any time by providing written notice to BEST BEST & KRIEGER. BEST BEST & KRIEGER, CITY, or AGENCY may terminate this Agreement by providing sixty (60) days' written notice prior to the effective date of the termination. Such written notice shall be given pursuant to Paragraph 12 of this Agreement.

Upon the termination of this Agreement or of BEST BEST & KRIEGER's services in connection with a particular matter, BEST BEST & KRIEGER shall immediately cease all work in progress unless otherwise directed by CITY and/or AGENCY, and shall immediately deliver to CITY and/or AGENCY all original file materials, including, but not limited to, pleadings, legal research, correspondence, reports, memoranda, and any and all other documents, exhibits, or materials prepared on CITY's and/or AGENCY's behalf or in furtherance of work performed pursuant to this Agreement. Each matter delivered to CITY and/or AGENCY shall be accompanied by a cover letter which summarizes the status of the matter and sets forth any scheduled court appearances, briefing schedule, and other such critical dates and details.

4. Independent Contractor/Conflicts of Interest

BEST BEST & KRIEGER shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause BEST BEST & KRIEGER to be considered an employee of CITY or AGENCY. Consistent with BEST BEST & KRIEGER's independent contractor status, nothing contained herein shall be deemed to prohibit or limit BEST BEST & KRIEGER from representing parties other than those expressly covered by this Agreement, provided that BEST BEST & KRIEGER shall not represent CITY's and AGENCY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or AGENCY or in any other investigation, administrative proceeding, or litigation against CITY or AGENCY which would conflict with CITY's or AGENCY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

5. Ownership of Documents

All original file materials, including, but not limited to, pleadings, legal research, correspondence, reports, memoranda, and any and all other documents, exhibits, or materials prepared on CITY's or AGENCY's behalf or in furtherance of work performed under this Agreement shall be considered the property of CITY and/or AGENCY. In addition, the Stockton City Attorney's Office shall be listed as co-counsel on all pleadings filed by BEST BEST & KRIEGER on behalf of the CITY and/or AGENCY.

6. Auditing

CITY and AGENCY reserve the right to periodically audit all charges made by BEST BEST & KRIEGER to CITY and AGENCY for services performed under this Agreement. Upon request, BEST BEST & KRIEGER agrees to furnish CITY and AGENCY or designated representatives of CITY and AGENCY with information and assistance as necessary for said purposes. BEST BEST & KRIEGER also agrees to provide CITY and AGENCY or their officers, employees, or agents with any relevant information requested and shall permit CITY and AGENCY, their officers, employees, or agents access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying any books, records, accounts, or other material that may be relevant to any matter under investigation as necessary to determine whether BEST BEST & KRIEGER is complying with the terms of this Agreement. BEST BEST & KRIEGER further agrees to maintain any such records for a period of three (3) years after final payment under this Agreement.

7. Insurance Requirements

BEST BEST & KRIEGER shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverages in the forms and amounts set forth in the attached Exhibit "C," which is incorporated herein by reference.

8. Licenses, Permits, and Compliance with Law

Prior to performing any work for CITY and AGENCY, BEST BEST & KRIEGER, if not already in possession of a valid City of Stockton business license, shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton business license. In addition, BEST BEST & KRIEGER represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

9. Nondiscrimination

In performing services under this Agreement, BEST BEST & KRIEGER shall not discriminate in the employment of its employees or in the engagement of any subconsultants or subcontractors on the basis of race, color, sex, marital status, national origin, ancestry, age, disability, or any other criteria prohibited by law.

10. Indemnification and Hold Harmless

BEST BEST & KRIEGER shall defend, indemnify and hold CITY and AGENCY, and their officers, agents, and employees, harmless from and against any and all claims, damages, losses or expenses arising out of BEST BEST & KRIEGER's legal services to be performed under this Agreement, other than claims, damages, losses or expenses arising out of the sole negligence or intentional acts of CITY or AGENCY or their officers, agents and employees. In the event that claims, damages, losses or expenses arise out of the concurrent negligence of BEST BEST & KRIEGER or its officers, agents and employees and CITY and AGENCY or their officers, agents or employees, then those parties shall share in the costs, including settlements or judgments, associated with such claims, damages, losses or expenses, in proportion to their comparative fault.

11. Applicable Law

The provisions of this Agreement and any and all disputes arising therefrom shall be governed by the laws of the State of California.

12. Notices

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY/AGENCY: City of Stockton
 Stockton City Attorney
 425 North El Dorado Street
 Stockton CA 95202-1997

To BEST BEST & KRIEGER:
 BEST BEST & KRIEGER
 Attn: John E. Brown, Esq.
 P.O. Box 1028
 Riverside, California 92502

13. Dispute Resolution/Attorneys' Fees, Costs, and Expenses

Should any dispute arise between the parties hereto, their agents, or successors-in-interest which results in the filing of legal proceedings to determine their rights and responsibilities under this Agreement, the prevailing party in such action, as determined by a court of competent jurisdiction or other presiding neutral fact finder, shall be entitled to reimbursement of its reasonable costs and expenses incurred in pursuit of such action, including, but not limited to, reimbursement of reasonable attorneys' fees from the nonprevailing party.

14. Assignment and Delegation

BEST BEST & KRIEGER shall not assign, transfer, convey, pledge, sublet, or delegate any of its duties under this Agreement without the express, prior written consent of the CITY ATTORNEY/AGENCY COUNSEL. Any action taken by BEST BEST & KRIEGER which is inconsistent with this provision, including any assignment resulting from the dissolution of BEST BEST & KRIEGER, shall render this Agreement voidable at the CITY ATTORNEY'S/AGENCY COUNSEL'S sole discretion.

15. Contract Terms Prevail

This Agreement and its exhibits are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the written terms of this Agreement shall prevail.

16. Effect of Captions, Titles, Headings and Bold Type

Sections, paragraphs, other headings and the use of bold type used in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope or intent of this Agreement or any provision or term of it.

17. Reservation of Rights/Anti-waiver Provisions

Failure of CITY and/or AGENCY to immediately enforce any rights accruing under this Agreement shall not be deemed a waiver of any such rights nor preclude CITY and/or AGENCY from enforcing said rights at a later time or upon the occurrence of subsequent incidents which would, pursuant to the language of this Agreement, give CITY and/or AGENCY the ability to exercise such rights.

18. Integration and Modification

This Agreement represents the entire integrated Agreement between BEST BEST & KRIEGER, CITY, and AGENCY, supersedes all prior negotiations, representations, or Agreements, either written or oral, between the parties, and may be amended only by written instrument signed by BEST BEST & KRIEGER and the CITY ATTORNEY/AGENCY

COUNSEL on behalf of the CITY, and AGENCY. In the event that there is any conflict between the language contained in this Agreement and any attachment or exhibit hereto, the language in this Agreement shall be controlling.

19. Choice of Forum

Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California.

20. Governing Law

This Agreement, and all its provisions, shall be governed by the laws of the State of California.

21. Severability

The provisions of this Agreement are severable to the extent that should any provision or term be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

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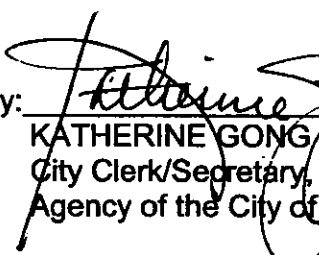
22. Authority to Contract

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF STOCKTON, a municipal corporation/REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic


ATTEST:

By: 
KATHERINE GONG MEMBER
City Clerk/Secretary, Redevelopment Agency of the City of Stockton



By: 
JAYNE W. WILLIAMS
Interim City Attorney/Agency Counsel
"CITY/AGENCY"

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: 
MICHAEL T. RISHWAIN
Assistant City Attorney

BEST BEST & KRIEGER

By: 
JOHN E. BROWN, Esq.
"BEST BEST & KRIEGER"

**EXHIBIT A
SCHEDULE OF FEES**

**Partners - \$225/hr
Associates - \$175/hr
Associates 2 - \$145/hr
Paralegals - \$105/hr**

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: Jayne W. Williams, Interim City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date:
Invoice No.
Our File No.

SUBJECT MATTER/CASE NAME & NUMBER

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES	\$
TOTAL EXPENSES	\$
TOTAL CHARGES FOR THIS BILL	\$
PRIOR BALANCE DUE	\$
TOTAL BALANCE NOW DUE	\$

EXHIBIT "C"

INSURANCE REQUIREMENTS

BEST BEST & KRIEGER shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by BEST BEST & KRIEGER its agents, representatives, or employees.

Minimum Limits of Insurance

BEST BEST & KRIEGER, shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000 per accident for bodily injury or disease.
4. Professional/Malpractice Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY/AGENCY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY/AGENCY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of BEST BEST & KRIEGER; premises owned, occupied or used by BEST BEST & KRIEGER; and automobiles owned, leased, hired or borrowed by BEST BEST & KRIEGER. The coverage shall contain no special limitations on the scope of protection afforded to CITY/AGENCY, its officers, officials, employees or volunteers.

2. For any claims related to the project, BEST BEST & KRIEGER's insurance coverage shall be primary insurance as respects CITY/AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY/AGENCY, its officers, officials, employees or volunteers shall be excess of BEST BEST & KRIEGER's insurance and shall not contribute with it.
3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY/AGENCY, its officers, officials, employees or volunteers.
4. BEST BEST & KRIEGER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY/AGENCY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, BEST BEST & KRIEGER shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by BEST BEST & KRIEGER as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY/AGENCY.

Verification of Coverage

BEST BEST & KRIEGER shall furnish CITY/AGENCY with original endorsements of effective coverage for policies on which CITY/AGENCY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY/AGENCY before work commences.

Upon request, BEST BEST & KRIEGER shall furnish CITY/AGENCY a certified copy of any or all policies of insurance covering the work required under this Agreement.

ATTORNEY-CLIENT CONTINGENT FEE CONTRACT

This ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT (the "Agreement") is the written fee contract required by California law between THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON ("Client") and BROWN & WINTERS ("Attorney"). Unless a different Agreement is made in writing, this Agreement alone shall govern Attorney's and Client's respective rights and responsibilities.

1. SCOPE OF SERVICES: Client retains Attorney to represent Client in connection with a claim against State of California Department of Transportation (CALTRANS) for damages under the Polanco Redevelopment Act (Health & Safety Code §§ 33459 et seq.) Nuisance, Trespass as well as Contribution and Injunctive Relief, including, but not limited to, its liability for damages sought in the lawsuit entitled The Redevelopment Agency of the City of Stockton v. Burlington Northern and Santa Fe Railway Corporation, et al. United States District Court, Eastern District, case number 2:05-CV-02087-JAM-JFM. Attorney will provide those legal services reasonably required to represent Client, and will take reasonable steps to inform Client of progress and to respond to Client's inquiries. Attorney will represent Client in any court action until a settlement or judgment, by arbitration, mediation or trial, is reached, and in connection with any appropriate post-trial motions.

2. SERVICES TO BE PERFORMED BY ATTORNEY: Attorney agrees to perform the following legal services, if necessary, with respect to the claim(s) described above:

- preparing and filing lawsuit;
- settlement procedures and negotiations;
- prosecution of claim(s) by arbitration or legal action until settlement, award or judgment is obtained; and
- if judgment is obtained in Client's favor, opposing an opposing party's motion for new trial (if any).

Attorney is authorized to associate or employ, at Attorney's expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit concerning the claim(s) covered by this Agreement.

3. SERVICES NOT COVERED BY THIS AGREEMENT: If additional legal services are necessary in connection with Client's claim(s), and Client requests Attorney to perform such services, additional fee arrangements must be made between Attorney and Client. For example, such additional services may be required:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor and an opposing party appeals from the judgment;

- if a retrial is ordered after a motion for new trial or mistrial, or after reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. **POWER TO CONTROL AND SUPERVISE LITIGATION:** Pursuant to *County of Santa Clara v. Superior Court (Atlantic Richfield)*, Case No. S163681, Attorney and Client specifically agree that Client's in-house counsel will retain and exercise absolute and total control over both the conduct of Attorney and the overall prosecution of the case. Client's in-house counsel possesses the requisite supervisory authority and will be personally involved in overseeing the claim. In particular the control the Client's in-house counsel maintains, includes, but is not limited to, the following:

- complete control over the course and conduct of the case;
- decisions relating the ultimate disposition of the case and any potential settlement; and
- the ultimate power to veto any decisions made by Attorney.

Any opposing party's attorney may contact Client's in-house counsel directly without having to confer with Attorney.

5. **NO GUARANTEES AS TO RESULT:** Client acknowledges that Attorney has made no guarantees as to the outcome or the amounts recoverable in connection with Client's claim(s).

6. **CONTINGENCY FEE TO ATTORNEY:** Client acknowledges he/she has been advised by Attorney and is aware that any contingency fee arrangements are not set by law and that a contingency fee between Attorney and Client is negotiable.

Bearing in mind that the contingency fee is negotiable, Client agrees to pay Attorney a fee of thirty-three and one-third percent (33 1/3%) of any recovery, whether such recovery is by way of settlement, judgment, compromise or otherwise; and Client agrees this arrangement is fair and reasonable.

(a) **Costs and expenses as affecting contingency fee:** Costs and expenses paid in connection with Client's claim shall be reimbursed after the contingency fee is computed. (For example, if the claim is settled for \$1,000 and \$100 has been expended for litigation costs, the contingency fee shall be based on \$1,000.) Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) **Form of recovery as affecting contingency fee:** If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery of \$1,000 payable at \$100/per year over ten years, its present value may be approximately \$380, depending

on prevailing interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions awards not part of recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of the Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a cost item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by attorney.

7. LITIGATION COSTS AND EXPENSES: Attorney is authorized to incur reasonable costs and expenses in performing legal services under this Agreement. Client agrees to pay for such costs and expenses in addition to contingency fee discussed in paragraph 5, above.

(a) Particular costs and expenses: The costs and expenses necessary in this case may include any or all of the following items. (This list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- private investigator fees
- photographer/graphic artist fees
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office)
- word processing charges
- computerized legal research

(b) Client's responsibility re costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney upon demand for any such advances. Client is responsible for such reimbursement regardless of the status or outcome of the litigation, or the amount of any recovery.

(c) Client further agrees that if monies are maintained in Attorney's trust account for the purpose of paying fees and costs as incurred, Attorney is authorized without the prior consent of Client to transfer sufficient funds from trust to pay current as well as past due fees and costs upon mailing of bills for fees and costs in the ordinary course of business.

8. EFFECT OF DISCHARGE BY CLIENT: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney to costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge, to be paid by Client from any subsequent recovery on the claim(s) covered by this Agreement.

9. ATTORNEY'S LIEN: To secure payment to Attorney of all sums due under this Agreement for legal services rendered and/or costs advanced, Client hereby grants Attorney a lien on Client's claim(s) and any cause of action or lawsuit filed thereon, and on any recovery Client may obtain, whether by settlement, judgment, compromise or otherwise.

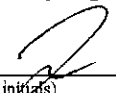
10. DISCLOSURE RE ERRORS AND OMISSIONS INSURANCE: Attorney does maintain errors and omissions insurance covering the services to be rendered under this Agreement.

11. ARBITRATION OF DISPUTES: If a dispute arises between Client and Attorney and/or this Law Firm regarding fees/costs due or legal services in connection with the claim(s) covered by this Agreement, such dispute shall be submitted to binding arbitration. This includes any claim against Attorney and/or this Law Firm for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

YOUR INITIALS BELOW SIGNIFY YOUR ACKNOWLEDGMENT OF THE FOLLOWING EXPLANATION:

You acknowledge that Attorney has explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including, without limitation, the right to a jury trial, the right to appeal, and full discovery rights.



(Client's initials)

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12. Client's Receipt of Agreement and Acknowledgment of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and that he/she has received a copy of this Agreement upon execution thereof.

Executed at Stockton, CA (place) on 8/16, 2010.


ATTORNEY:

CLIENT:

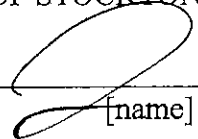
BROWN & WINTERS

THE REDEVELOPMENT AGENCY OF THE
CITY OF STOCKTON

BY:


Scott E. Patterson

BY:


[name]

120 Birmingham Drive, Suite 110
Cardiff by the Sea, CA 92007
TEL: (760) 633-4485
FAX: (760) 633-4427

425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202-2317
TEL: (209) 937-8538
FAX: (209) 937-5099

CITY OF STOCKTON

Hourly Rates for Attorneys through December 31, 2022

\$395.00 Partners and Of Counsel

\$335.00 Associates



BURKE, WILLIAMS & SORENSEN, LLP

1901 Harrison Street - Suite 900
Oakland, California 94612-3501
voice 510.273.8780 - fax 510.839.9104
www.bwslaw.com

CITY OF STOCKTON

Hourly Rates for Attorneys through December 31, 2021

\$375.00 Partners and Of Counsel

\$295.00 Associates

\$150.00 Paralegals

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Agreement for Legal Services (this "First Amendment"), is entered into and effective on March 31, 2017 ("Effective Date"), by and between the CITY OF STOCKTON, a Municipal Corporation ("CITY") and the law firm of DAVIDOVITZ + BENNETT ("FIRM"), and accepted by the law firm of COOPER & SCULLY, P.C. CITY and FIRM are hereinafter collectively referred to as the "Parties", and singularly as "Party".

RECITALS

WHEREAS, CITY and FIRM entered into an Agreement For Legal Services ("Agreement") to represent CITY in legal matters as may be assigned by CITY to FIRM, effective on December 13, 2016, and passed, approved, and adopted by Resolution No. 2016-12-13-1201-03 by the Stockton City Council; and

WHEREAS, CITY and FIRM desire to amend the Agreement such that the attorneys and support staff at FIRM who have and will continue to provide services to CITY provide such services under the law firm name of Cooper & Scully, P.C.;

NOW, THEREFORE, it is hereby agreed that the Agreement is hereby amended as follows:

1. The reference in the Agreement To FIRM shall also include the law firm of Cooper & Scully, P.C.
2. Except as stated herein, all terms and conditions of the original Agreement remain in full force and effect for the indicated matters to the extent they are not in conflict with this First Amendment. This document supersedes whatever oral or written understanding the Parties may have had prior to the execution of this First Amendment.
3. The undersigned hereby represent and warrant that they are authorized by the Parties to execute this First Amendment and by Cooper & Scully, P.C. to accept this First Amendment.

JOHN M LUEBBERKE
CITY ATTORNEY

BY: 

City Attorney

CITY

DAVIDOVITZ + BENNETT

BY: 

Moris Davidovitz

FIRM

COOPER & SCULLY, P.C.

BY: 

11-0182

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH THE LAW FIRM OF FREEMAN, D'AIUTO, PIERCE, GUREV, KEELING & WOLF, A PROFESSIONAL LAW CORPORATION

The need for specialized expertise and/or workload demands of the City Attorney's Office periodically results in a need to hire outside counsel; and

The City of Stockton currently desires to retain Thomas H. Keeling of the law firm of Freeman, D'Aluto, Pierce, Gurev, Keeling & Wolf, a Professional Law Corporation, to advise the City in eminent domain and complex litigation and litigation-related issues as the need arises; and

The law firm of Freeman, D'Aluto, Pierce, Gurev, Keeling & Wolf possesses the qualifications and personnel needed by the City in handling eminent domain and complex litigation and litigation-related issues; and


Section 1306 of the City Charter authorizes the City Attorney to retain or employ outside counsel with the approval of the City Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:


1. The City Council hereby approves the selection of Freeman, D'Aluto, Pierce, Gurev, Keeling & Wolf to advise the City in eminent domain and complex litigation and litigation-related issues as the need arises.

2. The City Attorney is authorized to execute an agreement with the law firm of Freeman, D'Aluto, Pierce, Gurev, Keeling & Wolf, for legal services, in substantially the form as attached as Exhibit "1" and incorporated by this reference.

PASSED, APPROVED, and ADOPTED JUL 12 2011


ANN JOHNSTON
Mayor of the City of Stockton

ATTEST:


BONNIE PAIGE
City Clerk of the City of Stockton
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City Atty: BOP
Review _____
Date July 5, 2011

July 12, 2011

TO: MAYOR AND CITY COUNCIL

FROM: JOHN M. LUEBBERKE, City Attorney

SUBJECT: **AGREEMENT FOR LEGAL SERVICES WITH FREEMAN, D'AIUTO, PIERCE, GUREV, KEELING & WOLF, A PROFESSIONAL LAW CORPORATION**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving an Agreement for Legal Services with Freeman, D' Aiuto, Pierce, Gurev, Keeling & Wolf, a Professional Law Corporation.

Summary

The City wishes to update its current agreement with the firm of Freeman, D' Aiuto, Pierce, Gurev, Keeling & Wolf, a Professional Law Corporation, to represent the City in various eminent domain and complex litigation and litigation-related issues as the need arises.

DISCUSSION

Background

The City needs to hire outside counsel from time to time to handle special, complex legal matters, including litigation, appeals, and various other work. Section 1306 of the City Charter authorizes the Office of the City Attorney to retain or employ outside counsel with the approval of the City Council.

Present Situation

The City has a particular need for the ready availability of experienced outside counsel that specialize in complex litigation and litigation-related issues. The firm of Freeman, Di Aiuto, Pierce, Gurev, Keeling & Wolf are experienced and proficient in certain types of litigation issues for representing public entities, and the City has benefited and will continue to benefit from having this local firm available to assist with significant issues on an as needed basis. The firm's hourly rates and other fees are reasonable and extremely competitive as compared with other firms of its size and areas of expertise. It is expected that the department will primarily work with Thomas H. Keeling, a partner in the firm, who is a recognized expert in eminent domain and complex litigation issues.

July 12, 2011

**AGREEMENT FOR LEGAL SERVICES WITH FREEMAN, D'AIUTO, PIERCE,
GUREV, KEELING AND WOLF, A PROFESSIONAL LAW CORPORATION**

(Page 2)

The City's current agreement with this firm was entered into in 1990, with amendments in 2000 and 2004. At this point, it is necessary to enter into a new, updated agreement in order to adjust the agreement term of current practice and to make the firm available to assist the City on complex litigation issues as the need arises.

FINANCIAL SUMMARY

Legal services will be billed on an hourly basis pursuant to the rates set forth in the Agreement.

Respectfully submitted,

JOHN M. LUBBERKE
CITY ATTORNEY



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ORIGINAL

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective July 12, 2011, by and between the CITY OF STOCKTON, a Municipal Corporation ("CITY"), and the law firm of FREEMAN, D'AIUTO, PIERCE, GUREV, KEELING & WOLF, A Professional Law Corporation ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide litigation-related advice and counsel and represent the CITY in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, CITY and FIRM agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed, once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, Thomas H. Keeling will be the partner primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide specialized legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY officials, officers, employees, board members, and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business and Professions Code section 6148.

7. INSURANCE REQUIREMENTS.

FIRM shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts set forth in the attached Exhibit "C," which is incorporated herein by reference.

8. LICENSES, PERMITS, AND COMPLIANCE WITH LAW.

Prior to performing any work for CITY, FIRM, if not already in possession of a valid City of Stockton business license, shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton business license. In addition, FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and

perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

9. NOTICES.

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: John M. Luebberke
 City Attorney
 425 North El Dorado Street, Second Floor
 Stockton, CA 95202-1997

To FIRM: Freeman, D'Aiuto, Pierce, Gurev, Keeling & Wolf
 A Professional Law Corporation
 Attn: Thomas H. Keeling, Esq.
 1818 Grand Canal Boulevard
 Stockton, CA 94207

10. LEGAL FEES AND BILLING PRACTICES.

CITY agrees to pay by the hour at FIRM's prevailing rates for all time spent on CITY's matter(s) by FIRM's legal personnel. FIRM's current hourly rates for work on CITY's matters are set forth in Exhibit "A," which is incorporated herein by this reference.

Any change in FIRM's rates as set forth in Exhibit "A" to this Agreement must be sent to CITY in writing 30 days prior to implementation so that the City Attorney may accept or reject the changes as to matters being handled by FIRM at that time.

The legal personnel assigned to CITY's matter may confer among themselves about the matter, as is reasonably required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. CITY reserves the right to disapprove the second charge.

11. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include: service of process charges; filing fees; court and deposition reporters' fees; jury fees; notary fees; deposition costs; messenger and other delivery fees; travel costs including parking, meals, and hotel costs; investigation expenses; consultants' fees; and expert witness, professional, mediator, arbitrator, and/or special master fees.

(b) Out of town travel. CITY agrees to pay for transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

12. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments, and the hourly rate of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in Exhibit "B," which is incorporated herein by this reference.

13. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

14. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example: finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example: drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflict materials.

15. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

16. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITY. However, should discussions, mediation, or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

17. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding or in the enforcement of any judgment or award rendered.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

21. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.


22. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF STOCKTON
A MUNICIPAL CORPORATION

FREEMAN, D'AIUTO, PIERCE, GUREV
KEELING & WOLF

By: 
JOHN M. LUEBBERKE
CITY ATTORNEY

By: 
THOMAS H. KEELING
PARTNER

"CITY"

"FIRM"

EXHIBIT "A"

HOURLY FEE SCHEDULE
As of January 2011

PRINCIPALS:

MAXWELL M. FREEMAN	\$390
LEE ROY PIERCE	\$325
MICHAEL L. GUREV	\$325
THOMAS H. KEELING	\$325
ARNOLD J. WOLF	\$325
MICHAEL N. MORLAN	\$325

ASSOCIATES:

FRANKLIN J. BRUMMETT	\$250
JOHN W. VISS	\$250

PARALEGALS:

PARALEGALS	\$ 90
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FIRM agrees that as much as practicable, work will be assigned with a view to minimizing cost while providing appropriate levels of expertise and experience. **Because of the long-standing relationship between FIRM and CITY, and CITY's status as a public entity, in this matter it is agreed that FIRM will apply a 10% Courtesy Discount to all fees billed for the services of attorneys and paralegal (e.g., an hour billed at the rate of \$325/hour would be discounted to \$292.50/hour. The 10% discount will not be applied to costs and expenses.**

FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: John M. Luebberke, City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

SUBJECT MATTER/CASE NAME & NUMBER

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES \$ _____

TOTAL EXPENSES \$ _____

****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

FIRM shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FIRM its agents, representatives, or employees.

Minimum Limits of Insurance

FIRM, shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000 per accident for bodily injury or disease.
4. Professional/Malpractice Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of FIRM; premises owned, occupied or used by FIRM; and automobiles owned, leased, hired or borrowed by FIRM. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to the project, FIRM's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of FIRM's insurance and shall not contribute with it.
3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. FIRM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, FIRM shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by FIRM as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

FIRM shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, FIRM shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective July 12, 2022, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and the CAULFIELD LAW FIRM ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide complex litigation advice and representation in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed, and on matters selected by CITY and accepted by FIRM, once this Agreement is fully signed by both parties. Upon receipt of the signed Agreement, Andrew T. Caulfield, Owner and Managing Attorney of FIRM, will be the attorney primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY. Subject to supervisory role of Mr. Caulfield, services provided under this Agreement may also be performed by other attorneys and/or paralegals in FIRM.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide legal services as may be requested by CITY, and accepted by FIRM, from time to time under this Agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representation is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed on a matter assigned to, and accepted by, FIRM, FIRM will represent CITY, and/or employees of CITY, through trial, post-trial motions, and on appeal as requested by CITY.

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3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address, telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall act as an independent contractor in providing professional services under this Agreement, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM, or persons employed by the FIRM in connection with services provided under this Agreement, to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance as required in the attached Exhibit "C".

7. INDEMNIFICATION.

To the fullest extent permitted by law, FIRM shall hold harmless, defend and indemnify CITY and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with FIRM's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or

confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. CITY reserves the right to disapprove the second charge.

12. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, travel costs including mileage at the mileage rate authorized by the IRS, parking, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees. All such expenses under \$500 will be paid by FIRM and invoiced to CITY. All such expenses over \$500 will be sent to CITY for direct payment to the vendor.

(b) Out of town travel. CITY agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel. Pre-approval is not required for charges relating to time spent and costs for travel to and from FIRM's office to CITY to perform services under this Agreement.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees, including attorneys' fees and/or costs, to other parties in the action. Any such payment will be entirely the responsibility of CITY.

13. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular**

activity. Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in the attached Exhibit "B," which is incorporated herein by this reference. CITY shall pay statements within thirty (30) days of the date of the statement.

14. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

15. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

16. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

17. MEDIATION/ARBITRATION

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and cities. However,

23. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LORI M. ASUNCION
ACTING CITY ATTORNEY

CAULFIELD LAW FIRM

By:  _____
CITY ATTORNEY

By:  _____
ANDREW T. CAULFIELD

“CITY”

“FIRM”

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rates for public entity clients are as follows:

Attorney	\$250
Paraprofessionals	\$105

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, mileage, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: Lori M. Asuncion Acting City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

**SUBJECT MATTER/CASE NAME & NUMBER
CLAIM NO.:**

For Legal Services rendered through _____ as fully described on the
attached detailed billing.

TOTAL FEES \$ _____

TOTAL EXPENSES \$ _____

****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"

Insurance Requirements for Professional Services

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if FIRM provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the FIRM's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The FIRM may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the FIRM's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

FIRM hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said FIRM may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of FIRM or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due FIRM to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the FIRM must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

FIRM shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However,

failure to obtain the required documents prior to the work beginning shall not waive the FIRM's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

REV 2022-05-17

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective July 12, 2022, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and the law firm of ORBACH HUFF & HENDERSON, LLP ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide complex litigation advice and representation in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. **CONDITIONS AND BILLING ATTORNEY DESIGNATION.**

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, Kevin E. Gilbert will be the shareholder primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. **SCOPE OF SERVICES.**

CITY hires FIRM to provide legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. **CITY'S DUTIES.**

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business & Professions Code section 6148.

7. INDEMNIFICATION.

To the fullest extent permitted by law, FIRM shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with FIRM's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

8. INSURANCE REQUIREMENTS.

FIRM shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts set forth in the attached Exhibit "C," which is incorporated herein by reference.

9. LICENSES, PERMITS, AND COMPLIANCE WITH LAW.

FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

10. NOTICES.

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: Lori M. Asuncion
Acting City Attorney
425 North El Dorado Street, Second Floor
Stockton, CA 95202

To FIRM: Kevin E. Gilbert
Orbach Huff & Henderson, LLP
6210 Stoneridge Mall Road
Pleasanton, CA 94588

11. LEGAL FEES AND BILLING PRACTICES.

CITY agrees to pay by the hour at FIRM's prevailing rates for all time spent on CITY's matter(s) by FIRM's legal personnel. FIRM's current hourly rates for work on CITY's matters are set forth in Exhibit "A" to this Agreement.

Any change in FIRM's rates as set forth in Exhibit "A" to this Agreement must be sent to CITY in writing 30 days prior to implementation so that CITY may accept or reject the changes as to matters being handled by FIRM at that time.

The legal personnel assigned to CITY's matter may confer among themselves about the matter, as is reasonably required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. CITY reserves the right to disapprove the second charge.

12. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, travel costs including parking, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees.

(b) Out of town travel. CITY agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

13. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in the attached Exhibit "B," which is incorporated herein by this reference.

14. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's

services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

15. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

16. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

17. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITYs. However, should discussions, mediation or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

18. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable

attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

21. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

22. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

23. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LORI M. ASUNCION
ACTING CITY ATTORNEY

ORBACH HUFF & HENDERSON, LLP

By:  _____
CITY ATTORNEY

By:  _____
KEVIN E. GILBERT

“CITY”

“FIRM”

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rates are as follows:

Partners	\$275 - \$335
Sr. Associate	\$255 - \$275
Associates	\$245
Paraprofessionals	\$145

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: Lori M. Asuncion Acting City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

**SUBJECT MATTER/CASE NAME & NUMBER
CLAIM NO.:**

For Legal Services rendered through _____ as fully described on the
attached detailed billing.

TOTAL FEES \$ _____
TOTAL EXPENSES \$ _____
****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"

Insurance Requirements for Professional Services

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if FIRM provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the FIRM's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The FIRM may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the FIRM's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

FIRM hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said FIRM may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

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Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of FIRM or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due FIRM to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

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Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, the FIRM must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

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complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

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City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

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Its Officers, Officials, Employees, and Volunteers
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REV 2022-05-17

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WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide complex litigation advice and representation in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, William Camy will be the shareholder primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

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6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business & Professions Code section 6148.

7. INDEMNIFICATION.

To the fullest extent permitted by law, FIRM shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with FIRM's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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(b) Out of town travel. CITY agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

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CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's

services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

15. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

16. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

17. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITYs. However, should discussions, mediation or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

18. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable

attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

21. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

22. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

23. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LORI M. ASUNCION
ACTING CITY ATTORNEY

PORTER SCOTT

By: 
CITY ATTORNEY

By: 
WILLIAM CAMY

"CITY"

"FIRM"

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rates are as follows:

Partners	\$250
Associates	\$225
Paralegals	\$110
Law Clerks	\$110

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: Lori M. Asuncion Acting City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

**SUBJECT MATTER/CASE NAME & NUMBER
CLAIM NO.:**

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES	\$ _____
TOTAL EXPENSES	\$ _____
TOTAL CHARGES FOR THIS BILL	\$ _____

EXHIBIT "C"

Insurance Requirements for Professional Services

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if FIRM provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the FIRM's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The FIRM may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the FIRM's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

FIRM hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said FIRM may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of FIRM or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due FIRM to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, the FIRM must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

FIRM shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the FIRM's obligation to provide them. The City of Stockton reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

REV 2022-05-17

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective July 12, 2022, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and the law firm of Richards, Watson, & Gershon, A Professional Corporation ("FIRM".)

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide municipal law advice and representation in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, Brendan Kearns will be the shareholder primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY. Mr. Kearns may use the services of other Attorneys in the FIRM as he deems necessary for the interests of the CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide legal services as may be requested by CITY from time to time under this Agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business & Professions Code section 6148.

7. INDEMNIFICATION.

To the fullest extent permitted by law, FIRM shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees, and volunteers ("Indemnified Parties") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with FIRM's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of the City of Stockton or any of the Indemnified Parties. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

12. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, travel costs including parking, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees.

(b) Out of town travel. CITY agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

13. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format similar to the attached Exhibit "B," which is incorporated herein by this reference.

14. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance

that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

15. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof at CITY's expense.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

16. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

17. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITYs. However, should discussions, mediation or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

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18. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

21. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

22. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

23. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LORI M. ASUNCION
ACTING CITY ATTORNEY

By: _____


CITY ATTORNEY

"CITY"

RICHARDS, WATSON & GERSHON

By: _____


CRAIG STEELE, PRESIDENT

"FIRM"

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the blended hourly rates for FIRM's attorneys and paralegals in effect at the time services are rendered. FIRM's rates are normally adjusted at the beginning of each calendar year but shall not be adjusted without advance written notice to CITY. FIRM's current blended hourly rates are as follows:

Shareholders	\$275
Of Counsel/Senior Attorney	\$275
Associates	\$250
Paraprofessionals/Law Clerks	\$195

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: Lori M. Asuncion Acting City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

**SUBJECT MATTER/CASE NAME & NUMBER
CLAIM NO.:**

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES	\$ _____
TOTAL EXPENSES	\$ _____
TOTAL CHARGES FOR THIS BILL	\$ _____

EXHIBIT "C"

Insurance Requirements for Professional Services

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if FIRM provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the FIRM's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The FIRM may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the FIRM's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

FIRM hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said FIRM may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of FIRM or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due FIRM to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the FIRM must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

FIRM shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the FIRM's obligation to provide them. The City of Stockton reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

REV 2022-05-17



555 Capitol Mall, Suite 850
Sacramento, CA 95814
916/446-2300

2022 RATE SCHEDULE

V. Blair Shahbazian

bshahbazian@murphyaustin.com
916-446-2300 x3095

Hourly Rate: \$400

Kenneth I. Schumaker

kschumaker@murphyaustin.com
916-446-2300 x3091

Hourly Rate: \$400



Neumiller & Beardslee

ATTORNEYS AND COUNSELORS | EST 1903

A Professional Corporation

Daniel J. Schroeder

3121 W. March Lane
Suite 100
Stockton, CA 95219

Post Office Box 20
Stockton, CA 95201-3020

(209) 948-8200
(209) 948-4910 Fax

NEUMILLER.COM

March 30, 2022

John M. Luebberke
City Attorney
City of Stockton
425 N. El Dorado Street, 2nd Floor
Stockton, CA 95202

R E C E I V E D
APR - 1 2022

81701-34288

**CITY ATTORNEY
CITY OF STOCKTON**

Re: Change in Hourly Rate for Civil Service Commission Representation

Dear Mr. ~~Luebberke~~ *John*,

We continue to enjoy representing the City of Stockton's Civil Service and Salary Commissions since we started in 2008. While I've managed to avoid rate increases with the City for the past 14 years, it is time for an adjustment. In accordance with our 2008 Agreement for Legal Services (a copy of which is attached), Section 2, we are providing the City notice that effective July 1, 2022, our hourly rates for legal professionals will change to the following:

- (1) Rate for Attorneys – increase to \$300.00 per hour from the current \$235.00.
- (2) Rate for Law Clerks/Paralegals – increase to \$175.00 per hour from the current \$100.00.

These are the typical rates we charge our municipal clients for this type of work. Please let me know if you consent to the increase by signing below and returning this letter to me.

Please feel free to contact me if you have any questions or concerns.

Very truly yours,

DANIEL J. SCHROEDER
Attorney at Law

DJS:ect
Enclosure

Please See Next Page for Acknowledgment & Consent

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective May 17, 2011, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and the law firm of ORRICK, HERRINGTON & SUTCLIFFE, LLP ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide financial and litigation-related advice and counsel, and represent the CITY in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, FIRM and CITY agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed, once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, John H. Knox will be the partner primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which such written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address,

telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service, is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY's officials, officers, employees, board members and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business & Professions Code Section 6148.

7. INSURANCE REQUIREMENTS.

FIRM shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts set forth in the attached Exhibit "C," which is incorporated herein by reference.

8. LICENSES, PERMITS, AND COMPLIANCE WITH LAW.

FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators or support services to be hired, and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

12. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments and the hourly rate, of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in the attached Exhibit "B," which is incorporated herein by this reference.

13. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

14. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file, and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end product (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example, drafts, notes, internal

memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflicts materials.

15. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

16. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITYs. However, should discussions, mediation or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

**17. ROLE OF "FIRM" WHEN ACTING AS DISCLOSURE COUNSEL;
NATURE OF ENGAGEMENT; CONFLICTS**

The role of disclosure counsel, generally, is to assist in the preparation and review of disclosures made by issuers related to publicly offered securities. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, FIRM's role as counsel under this Agreement is to provide advice and legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as disclosure counsel hereunder, FIRM will act as special counsel to CITY and will assist the City Attorney in representing CITY but only with respect to the disclosure counsel services described herein and in a manner not inconsistent with the role of disclosure counsel described in the first sentence of this section.

CITY acknowledges that FIRM regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, FIRM has represented, is representing, or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders,

contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products, and others who may have a role or interest in the CITY's bonds or that may be involved with or adverse to CITY in this or some other matter. FIRM agrees not to represent any such entity in connection with the CITY's bonds, during the term of this Agreement, without the consent of CITY. Given the special, limited role of disclosure counsel described above, CITY acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that FIRM may have had, have or enter into, and CITY specifically consents to any and all such relationships.

18. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code Sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

21. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

22. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

23. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN M. LUEBBERKE
CITY ATTORNEY

ORRICK, HERRINGTON &
SUTCLIFFE, LLP

By: *Guy D. Petzold*
Deputy City Attorney

By: *John H. Knox*
JOHN H. KNOX, Partner

"CITY"

"FIRM"

::ODMA\GRPWISE\COS.CA.CA_Library\59639.1

EXHIBIT "A"

1. FIRM shall be compensated for work under this Agreement at the standard hourly rates of FIRM's attorneys and paralegals in effect at the time services are rendered. The current standard hourly rate for John H. Knox, senior partner, is \$875. Standard hourly rates for paralegals range from \$140 to \$295, for associates from \$165 to \$645, and for partners from \$695 to \$925. FIRM agrees that as much as practicable, work will be assigned with a view to minimizing cost while providing appropriate levels of expertise and experience.

2. FIRM shall also charge for expenses such as photocopying, telecopying, postage, express delivery, long distance telephone, travel costs, filing and publication fees, as applicable, and other out-of-pocket expenses related to this engagement.

3. FIRM shall bill for services hereunder not more frequently than monthly, and such invoice shall be payable upon receipt.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: John M. Luebberke, City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

SUBJECT MATTER/CASE NAME & NUMBER

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES \$ _____

TOTAL EXPENSES \$ _____

****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

FIRM shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FIRM its agents, representatives, or employees.

Minimum Limits of Insurance

FIRM, shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000 per accident for bodily injury or disease.
4. Professional/Malpractice Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of FIRM; premises owned, occupied or used by FIRM; and automobiles owned, leased, hired or borrowed by FIRM. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.

2. For any claims related to the project, FIRM's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of FIRM's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.

4. FIRM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, FIRM shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by FIRM as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

FIRM shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, FIRM shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.

Resolution No. 2018-03-20-1102

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH SLOAN, SAKAI YEUNG AND WONG, LLP

The need for specialized expertise and/or workload demands of the City Attorney's Office periodically results in a need to hire outside counsel; and

The City of Stockton currently desires to retain the law firm of Sloan, Sakai Yeung and Wong, LLP ("Sloan Sakai") to advise the City in personnel matters, civil liability, litigation, and other proceedings as the need arises; and

The law firm of Sloan Sakai possesses the qualifications and personnel needed by the City in handling such proceedings; and

Section 1306 of the City Charter authorizes the City Attorney to retain or employ outside counsel with the approval of the City Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

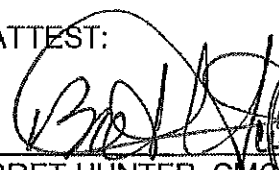
1. The City Council hereby approves the selection of Sloan Sakai to advise the City in personnel matters, civil liability, litigation, and other proceedings as the need arises.
2. The City Attorney is authorized to execute an agreement for legal services with the law firm of Sloan Sakai, in substantially the form as attached as Exhibit "1" and incorporated by this reference.

PASSED, APPROVED, and ADOPTED March 20, 2018.



MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:



BRET HUNTER, CMO
City Clerk of the City of Stockton



Sloan Sakai

ATTORNEYS AT LAW

1220 7th Street, Suite 300
Berkeley, CA 94710

Dania Torres Wong Charles Sakai
415-678-3834 415678-3808
dwong@sloansakai.com csakai@sloansakai.com

March 7, 2018

John Luebberke, City Attorney
City Attorney's Office
425 N. El Dorado Street, 2nd Floor
Stockton, CA 95202

Re: Contract for Services

Dear Mr. Luebberke:

On March 1st, 2018 the firm's name changed from Renne Sloan Holtzman Sakai ("RSHS"), to Sloan, Sakai Yeung and Wong, LLP however our federal tax number 73-1700480 remains the same. Thank you for retaining Sloan, Sakai Yeung and Wong ("Sloan Sakai"), to perform legal services for the City of Stockton. We appreciate the opportunity to continue to provide legal services to the City of Stockton.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services.

- 1. Scope of Engagement.** Upon request by the City attorney's office the firm shall provide legal and consulting services related to all facets of Labor and Employment including but not limited to advice and counsel on employment matters, legal representation in arbitrations, PERB hearings and other Court proceedings; investigation services; and advice and counsel including negotiations related to labor relations.
- 2. Fees and Personnel.** As compensation for our services, our fees for all legal work done under this agreement shall be based on the attached billing rates for the personnel performing services under this agreement (Attachment "1"). Hourly rates are subject to reasonable change, usually in January of each year.
- 3. Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and

Sloan Sakai

ATTORNEYS AT LAW

March 7, 2018

Page 2

disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

- 4. Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

- 5. Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.
- 6. No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
- 7. Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court for the County of San Francisco.
- 8. Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
- 9. Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialist. Because these individuals are deemed independent contractors under the

Sloan Sakai

ATTORNEYS AT LAW

March 7, 2018

Page 3

applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

10. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Very truly yours,



Dania Torres Wong
Partner



Charles Sakai
Partner

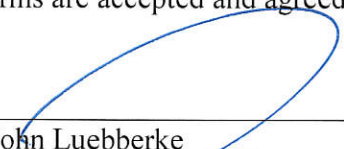
Enclosures

cc: Billing Department

These terms are accepted and agreed to as of

3/20/18

By:



John Luebberke
City Attorney
City of Stockton

Sloan Sakai

ATTORNEYS AT LAW

March 7, 2018

Page 4

ATTACHMENT 1

Public Sector Fee Schedule Current Rates

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$375
Associates:	\$215 - \$275
Law Clerks:	\$145
Paralegals:	\$105 - \$175
Consultants:	\$95 - \$135

These rates are reviewed and may be adjusted annually, generally in January of each year.

ATTACHMENT 2

SLOAN SAKAI YEUNG AND WONG STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Sloan Sakai

ATTORNEYS AT LAW

Public Sector and Non-Profit Fee Schedule Effective January 1, 2021 to December 31, 2021

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$385
Associates:	\$245 - \$275
Law Clerks:	\$185
Paralegals:	\$105 - \$175
Analysts:	\$95 - \$135
Consultants:	\$160 - \$275

ATTACHMENT 1

**PUBLIC SECTOR FEE SCHEDULE
EFFECTIVE JANUARY 1, 2022 TO DECEMBER 31, 2022**

Partners:	\$395- \$500
Of Counsel:	\$350 - \$450
Associates:	\$275 - \$350
Law Clerks:	\$195 - \$295
Paralegals:	\$145 - \$225
Analysts:	\$125 - \$275
Consultants:	\$195 - \$475

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.



SOMACH SIMMONS & DUNN

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814
OFFICE: 916-446-7979 FAX: 916-446-8199
SOMACHLAW.COM

RECEIVED
JUL 20 2022

June 9, 2022

CITY ATTORNEY
CITY OF STOCKTON

To Our Valued Clients:

This letter is to notify you that Somach Simmons & Dunn will adjust our hourly billing rates effective August 1, 2022. This adjustment is necessary in order for our firm to remain competitive, and to continue to maintain the highest standard of legal services for our clients.

Effective August 1, 2022, hourly billing rates for Shareholder and Of Counsel attorneys will range from \$320 to \$520; rates for Associate attorneys will range from \$240 to \$290; and rates for Paralegals and Law Clerks will range from \$150 to \$210.

Please do not hesitate to contact me, or the Shareholder responsible for your legal matters, if you have questions or concerns. The firm values the relationship we have with each of our clients and appreciates the opportunity to represent your interests.

Very truly yours,

Theresa C. Barfield
Managing Shareholder

TCB:ine

ORIGINAL

C-11-263 NY

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective July 26, 2011, by and between the CITY OF STOCKTON, a Municipal Corporation ("CITY"), and the law firm of SOMACH SIMMONS & DUNN, a Professional Corporation ("FIRM").

WITNESSETH

The City Attorney of the City of Stockton provides legal counsel and representation to the CITY and the Council members, Board members, officers, and employees of the CITY; and

Pursuant to Section 1306 of the Charter of the City of Stockton, the City Attorney shall not retain or employ outside counsel without the approval of the City Council; and

The CITY and FIRM have determined that FIRM is especially qualified to provide advice and counsel and represent the CITY in legal matters on behalf of the CITY.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, CITY and FIRM agree as follows:

1. CONDITIONS AND BILLING ATTORNEY DESIGNATION.

This Agreement will take effect and FIRM will only be obligated to provide legal services as needed, once this Agreement is fully signed and initialed by both parties. Upon receipt of the signed Agreement, Paul S. Simmons will be the partner primarily responsible for all work performed under this Agreement unless otherwise authorized by CITY.

2. SCOPE OF SERVICES.

CITY hires FIRM to provide specialized legal services as may be requested by CITY from time to time under this retainer agreement. No representation of any officials, officers, employees, or any other persons or entities affiliated with CITY shall be provided unless such representations is expressly authorized by the City Attorney, which written authorization shall be deemed to be a part of this Agreement. FIRM will provide those legal services reasonably required to represent CITY. FIRM will take reasonable steps to keep CITY informed of progress and to respond timely to CITY's inquiries. If a court action is filed, FIRM will represent CITY through trial and post-trial motions.

3. CITY'S DUTIES.

CITY agrees to be truthful with FIRM, to cooperate, to keep FIRM informed of any information or developments which may come to CITY's attention, to abide by this Agreement, to pay FIRM's bills on time, and to keep FIRM advised of CITY's address, telephone number, and whereabouts. CITY will assist FIRM in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST.

By accepting representation of CITY, FIRM acknowledges that it has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between CITY and any other person or entity in accordance with the Rules of Professional Conduct adopted in California, which would bar FIRM from representing CITY in general. CITY's execution of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all issues of representation arising under this Agreement.

5. INDEPENDENT CONTRACTOR/CONFLICTS OF INTEREST.

FIRM shall be employed solely as an independent contractor to render a professional service is responsible for all obligations consistent with that status, and nothing contained herein shall be interpreted so as to cause FIRM to be considered an employee of CITY. Consistent with FIRM's independent contractor status, nothing contained herein shall be deemed to prohibit or limit FIRM from representing parties other than those expressly covered by this Agreement, provided that FIRM shall not represent CITY officials, officers, employees, board members, and commissioners (whether individually or collectively) in disputes with CITY or in any other investigation, administrative proceeding, or litigation against CITY which would conflict with CITY's interests or create any other conflict as prohibited by law or the canons of ethics of the State Bar of California.

6. DISCLOSURE.

By executing and returning this Agreement, FIRM discloses that it maintains professional errors and omissions insurance pursuant to the requirements of California Business and Professions Code section 6148.

7. INSURANCE REQUIREMENTS.

FIRM shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts set forth in Exhibit "C," which is incorporated herein by reference.

8. LICENSES, PERMITS, AND COMPLIANCE WITH LAW.

Prior to performing any work for CITY, FIRM, if not already in possession of a valid City of Stockton business license shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton business license. In addition, FIRM represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State, and federal laws in performing the contract services.

9. NOTICES.

Any written notice to be given to the parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: John M. Luebberke
 City Attorney
 425 North El Dorado Street, Second Floor
 Stockton CA 95202-1997

To FIRM: Somach Simmons & Dunn
 Attn: Paul S. Simmons, Esq.
 500 Capitol Mall, Suite 1000
 Sacramento, CA 95814

10. LEGAL FEES AND BILLING PRACTICES.

CITY agrees to pay by the hour at FIRM's prevailing rates for all time spent on CITY's matter(s) by FIRM's legal personnel. FIRM's current hourly rates for work on CITY's matters are set forth in Exhibit "A," which is incorporated herein by this reference.

Any change in FIRM's rates as set forth in Exhibit "A" to this Agreement must be sent to CITY in writing 30 days prior to implementation so that the City Attorney may accept or reject the changes as to matters being handled by FIRM at that time.

The legal personnel assigned to CITY's matter may confer among themselves about the matter, as is reasonably required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. CITY reserves the right to disapprove the second charge.

11. COSTS AND OTHER CHARGES.

(a) CITY agrees to pay for FIRM's costs, disbursements, and expenses in addition to its hourly fees for the performance of legal services under this Agreement. These costs and expenses commonly include: service of process charges; filing fees; court and deposition reporters' fees; jury fees; notary fees; deposition costs; messenger and other delivery fees; travel costs including parking, meals, and hotel costs; investigation expenses; consultants' fees; and expert witness, professional, mediator, arbitrator, and/or special master fees.

(b) Out of town travel. CITY agrees to pay for transportation, meals, lodging, and all other costs of any necessary out-of-town travel by FIRM's personnel, only if pre-approved by CITY. CITY will be charged the hourly rates for time spent on such pre-approved travel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of CITY's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. CITY agrees to pay such fees and charges. FIRM will select any expert witnesses, consultants, investigators, or support services to be hired and CITY will be informed of persons chosen and their charges.

Additionally, CITY understands that if the matter proceeds to court action or arbitration, CITY may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of CITY.

12. BILLING STATEMENTS.

FIRM shall submit to CITY, through the City Attorney's Office, a monthly statement. Each statement shall set forth a description of the legal services rendered for the preceding month in sufficient detail to allow CITY to evaluate whether the fees and costs billed are reasonable in light of the services rendered. In addition, the monthly statements shall include the date of the service, the identity, the duration of the service in tenths of an hour increments, and the hourly rate of the attorney or other staff members performing the service, any reimbursable costs with receipts attached, the itemized and total billing for the statement period. **There shall be no bundling of charges. Each activity for which reimbursement is being sought shall be listed separately and shall be followed by the duration and cost for the particular activity.** Each monthly statement shall also include a separate cover sheet which lists the total charges due and payable in a format as illustrated in Exhibit "B," which is incorporated herein by this reference.

13. DISCHARGE AND WITHDRAWAL.

CITY may discharge FIRM at any time. FIRM may withdraw with CITY's consent or for good cause. Good cause includes CITY's breach of this Agreement, refusal to cooperate or to follow FIRM's advice on a material matter or any fact or circumstance that would render FIRM's continuing representation unlawful or unethical. When FIRM's services conclude, all unpaid charges will immediately become due and payable. After services conclude, FIRM will deliver CITY's file and property in FIRM's possession whether or not CITY has paid for all services.

14. DOCUMENT RETENTION POLICY.

CITY is entitled to any files in FIRM's possession relating to the legal services performed by FIRM for CITY, excluding FIRM's internal accounting records and other documents not reasonably necessary to CITY's representation. Once a matter is concluded, FIRM will close the file and CITY will receive notice and a copy thereof.

All CITY-supplied materials and all attorney end products (referred to generally as "CITY material") are the property of CITY. Attorney end product includes, for example: finalized contracts, pleadings, and trust documents. Attorney work product is the property of FIRM. Attorney work product includes, for example: drafts, notes,

internal memoranda and electronic files, and attorney representation and administration materials, including attorney-CITY correspondence and conflict materials.

15. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this Agreement or in FIRM's preliminary statements to CITY will be construed as a promise or guarantee about the outcome of the matter. FIRM's comments about the outcome of the matter will be taken as expressions of opinion only. Any estimate of fees given by FIRM shall not be a guarantee. Only the detailed invoices to be provided to CITY shall constitute the amount owed for legal services performed on CITY's behalf.

16. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between CITY and FIRM, or the breach thereof, and if the dispute cannot be settled through negotiation, FIRM and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect CITY's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITY. However, should discussions, mediation, or non-binding arbitration provided through a local bar association program not resolve the dispute, each party is entitled to pursue all other available legal remedies. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice.

17. ATTORNEYS' FEES CLAUSE.

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding or in the enforcement of any judgment or award rendered.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

21. EFFECTIVE DATE.

This Agreement will govern all legal services performed by FIRM on behalf of CITY commencing with the date FIRM first performs services. The date at the beginning of this Agreement is for reference only.

22. AUTHORITY TO CONTRACT.

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN M. LUEBBERKE
CITY ATTORNEY

SOMACH SIMMONS & DUNN,
A PROFESSIONAL CORPORATION

By: Guy D. Petzold
GUY D. PETZOLD
DEPUTY CITY ATTORNEY

By: Paul S. Simmons
PAUL S. SIMMONS
PARTNER SHAREHOLDER

"CITY"

"FIRM"

EXHIBIT "A"

Paul S. Simmons.....\$290 PER HR

Shareholders.\$235 to \$370 PER HR

Associates.....\$180 to \$215 PER HR

Of Counsel.....\$250 to \$350 PER HR

Paralegals and Law Clerks.....\$120 to \$175 PER HR

No additional charges for faxes, telephone, or normal copying costs.

No charge for mileage for meetings or court appearances in contiguous counties.

EXHIBIT "B"

YOUR LETTERHEAD

City of Stockton
Attn: John M. Luebberke, City Attorney
City Hall, 2nd Floor
425 North El Dorado Street
Stockton California 95202-1997

Date: _____
Invoice No. _____
Our File No. _____

SUBJECT: MATTER/CASE NAME & NUMBER

For Legal Services rendered through _____ as fully described on the attached detailed billing.

TOTAL FEES \$ _____
TOTAL EXPENSES \$ _____
****TOTAL CHARGES FOR THIS BILL**** \$ _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

FIRM shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FIRM its agents, representatives, or employees.

Minimum Limits of Insurance

FIRM, shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: \$1,000,000 per accident for bodily injury or disease.
4. Professional/Malpractice Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of FIRM; premises owned, occupied or used by FIRM; and automobiles owned, leased, hired or borrowed by FIRM. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to the project, FIRM's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of FIRM's insurance and shall not contribute with it.
3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. FIRM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, FIRM shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by FIRM as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

FIRM shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, FIRM shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.