

**LEGAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF RICHMOND AND
ALESHERE & WYNDER, LLP**

PREAMBLE

This legal services agreement (“Agreement”) is made and entered into on this 21st day of December, 2021 (the “Effective Date”) by and between the City of Richmond, California, a chartered California municipal corporation (“City”), with its principal place of business located at 450 Civic Center Plaza, Richmond, California 94804 and Aleshere & Wynder, LLP (“A&W”), comprised of attorneys licensed to practice law in the State of California, with its principal place of business located at, 18881 Von Karman Avenue, Suite 1700, Irvine, CA 92612 and with satellite offices in Alameda, Los Angeles, Fresno, Riverside and San Diego. A&W may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

The following recitals are as follows:

- A. City desires to secure professional services more fully described in this Agreement; and,
- B. A&W represents that it has the professional qualifications, expertise, necessary licenses and desire to provide legal services of the quality and type, which meet objectives, and requirements of City.
- C. Interim City Attorney has served as City Attorney of over ten cities over a 40-year career, and founded the firm of A&W in 2003, which has grown to over 50 attorneys in the field of public law whose expertise covers all practice areas necessary to the representation of municipalities.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. RETENTION OF FIRM.

- A. On December 21, 2021, the City Council appointed A&W Senior Partner David J. Aleshere to serve as the City’s Interim City Attorney effective December 23, 2021.
- B. City hereby confirms and retains and authorizes A&W to provide transitional attorney services on December 22, 2021 and interim city attorney services beginning on December 23, 2021. Interim City Attorney shall act as City Attorney under the Charter and ordinances of City until such time as the Interim City Attorney appointment may be superseded. Due to vacancies in the office of City Attorney, Interim City Attorney is authorized to employ any number of A&W attorneys on various matters subject to this Agreement, in conformance with this Agreement and subject to the Payment Limitation of this Agreement (see Exhibit A, page A-2).
- C. By this Agreement, City is retaining A&W and not individual members of A&W, provided that the City Council in its sole discretion must appoint the individual who serves as Interim City Attorney. A&W’s client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity.

D. A&W may, under the terms of this agreement, also provide A&W services such as representation of the City in litigation involving the City; provided, however, that such additional services shall be provided only upon the request of the City Council or City Manager, without involvement by the designated Interim City Attorney.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

[See "Scope of Work" in Exhibit A].

3. TERM OF AGREEMENT.

The services of A&W are to commence upon December 22, 2021 and shall terminate on June 30, 2022 or such time as a permanent City Attorney is hired, whichever shall last occur, provided the Agreement may be earlier terminated in accordance with Section 12 hereof. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

4. ASSIGNMENT OF DUTIES.

It is contemplated that the primary attorneys to be assigned from A&W shall be David J Aleshire, Lona Laymon, Pam Lee, Anthony Taylor, Alison Flowers, Joan Newman, Priscilla George, and Danny Aleshire. It is agreed by and between the Parties that should it be desirable for any other attorney to work under this Agreement, such attorney may only be added with the express oral consent of the Chief Assistant City Attorney or designee.

5. PUBLIC FUNDING.

A&W and City mutually recognize that A&W's services under this Agreement are being paid for with tax dollars from citizens and taxpayers of the City of Richmond, California, and that, given this fact, a heightened duty of care exists in both A&W and City to ensure that A&W scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of this Agreement. A&W and each of its attorneys pledge themselves to scrupulously observe a duty of reasonableness and cost effective representation in all aspects of this Agreement.

6. PAYMENT FOR SERVICE.

In consideration for A&W's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of A&W's bill by the Chief Assistant City Attorney or designee, A&W shall be compensated at the preapproved hourly rates and for authorized expenses set forth in the "Scope of Work and Schedule of Fees and Charges" set forth in **Exhibit A**, attached and incorporated by this reference.

Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Manager.

Exhibit A may be amended from time to time by letter agreement duly signed and approved by the City Manager, except any increases to compensation must be approved by the City Council.

7. BILLING INVOICES.

A&W shall, within thirty (30) days after the end of each month in which services are performed under this Agreement, submit to the City an itemized bill describing in detail

the specific services performed as set forth in this Agreement. A&W shall adhere to the Protocols and Guidelines set forth in **Exhibit B**, attached and incorporated by this reference. The bill shall be electronically submitted to legalinvoices@ci.richmond.ca.us.

8. PROJECT PLAN AND BUDGET AND RESERVES.

A&W shall provide a project plan and budget for any special project or case assigned to A&W under this Agreement. Project plans and budgets shall conform to the guidelines set forth in **Exhibit C** (Project Plan and Budget) and **Exhibit D** (Mandatory Case Reporting Policy), when the case is reportable to the City's excess insurance carrier, California Joint Powers Risk Management Authority (CJPRMA). If the case is reportable to CJPRMA, A&W shall provide an initial report notifying them of the claim or lawsuit within 30 days of receipt of the assignment and the estimated exposure. The Chief Assistant City Attorney or designee and Risk Manager shall be copied on all correspondence sent to CJPRMA.

9. LITIGATION GUIDELINES.

When litigation is included in the scope of work, litigation guidelines as specified in **Exhibit E** are to be followed.

10. BILLING.

A&W shall scrupulously examine all bills submitted for services rendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service. A&W agrees it will not bill for time, which is not specifically devoted to the task(s). A&W shall not use legal professionals for secretarial work and under no circumstances shall A&W have lawyers billing for making copies, scheduling appointments or taking care of matters or work that would otherwise be work performed by a law clerk, assistant or secretary.

11. STATUS REPORTS.

A&W shall, every thirty (30) days, submit via electronic mail a written update setting forth a summary of activities performed on behalf of City during the preceding month, the current status of each pending matter, results obtained or expected to be obtained, a summary of invoices for the preceding month and other information relating to the services rendered as City may reasonably request. The update should be emailed to the City Manager and Chief Assistant City Attorney or Sr. Assistant City Attorney with a copy to the Risk Manager and CJPRMA, if applicable. Please keep the status reports brief and spend no more than one (1) hour billing for your time. Please also attach any referenced filings to your status report.

12. TERMINATION.

Either Party may terminate this Agreement without cause by providing written notice to the other. Because of the consequences of A&W terminating this Agreement, A&W shall provide 30 days written notice of termination unless the Rules of Professional Conduct of the State Bar of California dictate otherwise. Any termination by the City shall become effective immediately upon receipt of written notice of termination. A&W may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of A&W under the Rules of Professional Conduct of the State Bar of California; and provided, that in the event of termination, the amount due A&W for services rendered

and costs and expenses incurred prior to termination shall remain due and payable. A&W agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) days of any such termination.

13. CONFLICTS OF INTEREST.

- A. No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. Nothing in this section shall be construed to prohibit the designated Interim City Attorney from performing the Interim City Attorney services or Special Counsel services contemplated by this Agreement unless doing so would violate applicable conflicts of interest laws or the California Rules of Professional Conduct.
- B. A&W agrees to secure the informed written consent of the City Manager before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego the representation if the City Manager, in her or his sole discretion, objects for any reason. This provision is intended to supersede all applicable rules of professional conduct relating to conflict of interest.

14. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and A&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Council.

15. AUDITS, RECORDS, AND DOCUMENTATION.

- A. The City and any other federal, State or local governmental agency, and any of their authorized auditors or representatives, including auditors, shall have access to, and the right to audit and reproduce any of A&W's records to the extent the City or such other governmental agency deems necessary to ensure that City is paying only the amounts to which A&W is properly entitled or for other purposes relating to the Agreement. A&W shall assist the City in responding to any requests from the City's auditors, and A&W shall not bill the City for any time spent responding to any such audit requests.
- B. A&W shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. A&W shall maintain and preserve all such records for at least three (3) years after termination of the Agreement or until an audit has been completed and accepted in writing by City. Upon written notice by the City, the A&W shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies.

16. NON-DISCRIMINATION.

- A. A&W agrees to observe the provisions of [Section 2.28.030](#) of the Municipal Code of the City of Richmond, obligating every contractor or subcontractor under a contract or subcontract with the City of Richmond for services to refrain from discriminatory employment or subcontracting practices on the basis of the race,

color, sex, sexual orientation, gender identity, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor. Said [Section 2.28.030](#) is, by this reference, a part of this Agreement.

- B. If A&W is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, City will have the power to cancel or suspend this Agreement, in whole or in part.

17. INDEPENDENT CONTRACTOR.

A&W shall provide the services to CITY as an independent contractor with control over his offices, hours, support staff and other matters except as provided herein. A&W, its attorneys and staff are not employees of the City and have no rights to PERS or other benefits that City employees may be entitled to. City acknowledges that A&W is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office.

18. INDEMNIFICATION.

- A. A&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arises from the negligence or willful misconduct of City, its officers, agents or employees.
- B. City agrees to indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require City to indemnify A&W for liability arising from A&W's own negligence, tortious acts, willful misconduct or legal malpractice.

~~1) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder except as specified above;~~

~~2) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities~~

~~of City hereunder, City agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees to the extent required by Government Code section 825.~~

19. INSURANCE REQUIREMENTS.

A&W shall maintain in full force and effect the following insurance policies:

- A. Commercial general liability policy (bodily injury and property damage);
- B. Worker's compensation/employer's liability policy;
- C. Business automobile liability insurance policy; and,
- D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as defined in **Exhibit G**, attached to this Agreement and incorporated by this reference.

20. CONFIDENTIALITY AND MEDIA STATEMENTS.

The data, information and reports acquired or prepared by A&W in connection with matters upon which the City has retained A&W shall not be shown or distributed to any other public or private person or entity except as authorized by the City Manager and in no event prior to having been first disclosed to the City Manager. All information, documents, records, reports, data or other materials furnished by City to A&W or other such information, documents, records, data or other materials to which the A&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. A&W shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Manager. A&W shall not provide any written or oral statements to the media without the prior written authorization of the City Manager.

21. AMENDMENTS.

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

22. ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS, OR EXPERTS.

A&W will not engage or otherwise incur an obligation to pay other counsel, specialists, or experts for services in connection with this Agreement without the prior written approval of the City Attorney.

23. NOTICES.

All notices, pleadings, reports or other communication to the Parties shall be properly sent via electronic mail to legalcommunications@ci.richmond.ca.us and to A&W at its principal place of business listed on page one of this Agreement.

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

24. LAW GOVERNING AGREEMENT.

This Agreement shall be interpreted under the laws of the State of California. All claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within Contra Costa County.

25. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

26. LICENSE REQUIREMENTS.

A&W shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

27. SANCTUARY CITY CONTRACTING ORDINANCE COMPLIANCE STATEMENT.

Contractor agrees to comply with the provisions of the Richmond Sanctuary City Contracting Ordinance (SCCO, Ordinance No. 12-18). Contractor must submit the Sanctuary City Compliance Statement included herein as **Exhibit F** along with the bid or proposal prior to execution of the contract.

[Signatures on the Following Page]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

Aleshire & Wynder, LLP

By: _____



David J. Aleshire
Equity Partner

City of Richmond

DocuSigned by:



64A4FEAB53BE4C0...

Mayor/City Manager

Name: _____

APPROVED AS TO FORM:

DocuSigned by:



065D6D3585AC4C0...

City Attorney

ATTEST:

DocuSigned by:



08040BFF4A43406...

City Clerk

DocuSigned by:



C6643BFF4A43406...

Exhibit A

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

With the support of the administrative staff and attorneys of the City Attorney's Office, A&W shall provide interim city attorney services including attendance at City Council meetings and other City boards and commissions including the Reimagining Public Safety Community Task Force and the Community Police Review Commission and other City bodies as needed and assigned by the City Manager; providing legal advice on City matters to City staff and officials; prepare and review ordinances, resolutions, contracts, and other legal documents pertaining to City affairs; preparation of opinions regarding City matters as requested by appropriate City officials; and general municipal legal advice to all departments of the City.

Interim City Attorney is expected to manage and review the over-all performance of in-house office and take measures to improve system performance. Interim City Attorney shall report to City Council. Interim City Attorney shall also manage performance of outside legal counsel and retain outside legal counsel when necessary to supplement performance of the City Attorney's office.

A&W and the City acknowledge and agree that availability and continuity of representation is an important component of this Agreement, and that the designated Interim City Attorney shall strive to provide services similar to those of in-house counsel by making the City his or her top priority and will generally be physically present two to three days a week at City offices, or another location when City-related business requires the designated Interim City Attorney's physical presence at that location. The designated Interim City Attorney will attend Council meetings, commission and committee meetings as requested, and staff meetings as requested, and be available for Council and staff consultation unless on vacation or otherwise unavailable for good cause. The City will be provided reasonable notice of the designated Interim City Attorney's vacations.

The City has selected the designated Interim City Attorney based upon the individual's skill and years of experience. Therefore, the designated Interim City Attorney shall personally provide at least 30 hours per week of service with the exception for reasonable vacations; other individuals may provide city attorney services in keeping with the budget.

Schedule of Fees & Charges:

Services	Hourly Rate
Interim City Attorney Services	\$250 Associate \$265 Partner
Special Services/Litigation	\$265 Associate \$325 Partner
Risk Management/Code Enforcement (or JPA rate)	\$250 Associate \$265 Partner
Reimbursable (When Developer or 3 rd Party is Paying)	\$280 Associate \$350 Partner
Paralegals and Law Clerks	\$150
Document Clerks	\$75

COMPENSATION

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to A&W.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Sixty Thousand Dollars (\$60,000) per month for attorneys' fees and reimbursements (herein the "Payment Limitation"). The monthly not to exceed amount shall be evaluated every two months.

Exhibit B

BILLING PROTOCOLS/GUIDELINES

The City of Richmond (“City”) has adopted the following protocols for billing, budgeting, and planning for projects involving outside counsel. A&W will be required to comply with this protocol. If you have questions concerning it, please contact the Chief Assistant City Attorney for clarification. In the event you wish to negotiate changes due to the internal operation of your firm, please raise them in writing as soon as possible. Any changes to this protocol will need prior, written approval from the City Manager. In the interest of fairness, all outside attorneys are required to comply with this protocol. This protocol is also to be used in conjunction with any new proposal for services.

These protocols and guidelines are instituted to ensure that A&W conveys the information necessary to manage outside projects and litigation.

Also, because these guidelines are set out in advance, they are designed to minimize any confusion or misunderstanding. Compliance with these guidelines should enhance the attorney-client relationship. If you have any comments or suggestions that could improve this system, please feel free to contact the City Attorney.

I. BILLING FORMAT

Unless otherwise agreed, the following information must be provided in monthly bills:

- a. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services.
- b. Identification of the lawyer who is in charge of the matter.
- c. Reasonably detailed disbursement breakdowns with backup documentation of any individual charge exceeding \$100.00.
- d. Each billing item must be separately stated on a separate line identifying the individual performing the services, the time spent and the exact nature of the service rendered.
- e. When charges are made for research time, the specific issue being researched and the need for the research should be identified.
- f. Each item billed should be coded to a specific litigation budget line item, if applicable.
- g. The City Attorney reserves the right to request various levels of detail and specific formats (such as columnar comparisons with established budgets).

II. BILLING GUIDELINES

- a. All tasks set forth in A&W's billing documentation shall be specific and detailed. Overly generalized listings of task descriptions such as "review contract" or "prepare for negotiations" are not acceptable.
- b. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed. Under no circumstances shall A&W use "block billing" procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified.
- c. A&W shall keep the City advised of the identity and billing rates of those people working on the project account.
- d. All time shall be billed within 30 days of the end of the month in which services were performed.
- e. Counsel shall advise City whenever it anticipates the amount of services necessary to properly execute the task will exceed the amount of the contract. When accrued billings are equal to eighty percent (80%) of the Payment Limit, written notice shall be given to the City as soon as possible, via e-mail, to the City Attorney's Office, of this fact. In order to satisfy this notification requirement, Counsel shall monitor its accrued billings on a weekly basis and immediately notify the City Attorney if the eighty percent (80%) threshold is met. A&W acknowledges the fiscal constraints on City funding and therefore A&W assumes risk of non-payment for services rendered in the event the amount of services rendered exceeds the amount of the contract unless prior written authorization is received. Authorization to exceed the amount set forth in **Exhibit A** may be given only by City Council, unless it is an emergency. In that case, the City Manager may authorize additional funds only to the extent needed to bring the matter to a regular City Council meeting.
- f. Only those attorneys approved by the City may bill on the case.
- g. The City expects the attorney assigned to the case to handle all significant matters in the litigation. The City must approve in advance the assignment of other attorneys to the litigation or project. The City may request that the assigned work be instead handled by the primary attorney.
- h. A&W shall not charge for more than one attorney at any hearing, deposition, or meeting of any kind without advance approval of the City Attorney.
- i. No more than two paraprofessionals may bill on a particular case without the prior approval of the City.
- j. City has retained A&W for its expertise, and therefore expects not to be billed for introductory or background research. City appreciates when A&W has researched an issue previously and uses that research on present cases or projects. Do not charge the City for work A&W has done and billed another client for in the past.
- k. Within thirty (30) days of the Effective Date of this Agreement, A&W shall provide any manuals or policies describing A&W's billing practices.

- l. The City does not allow “double billing” of any sort. If A&W is working on another client’s matter, do not bill City for that time. This applies to travel time or any other matter. This does not apply to necessary supervision of attorneys.
- m. Training time is not billable. Law clerks may be used only with prior approval.
- n. Although City will not pay for new attorneys to “get up to speed” on a file unless it has been preapproved, City understands that files may be reassigned from prior law firms and time may be spent getting familiar with a file. In general, files will not be reassigned if the matter is in an advanced state and it would not be efficient to do so, unless there is specific City Manager approval.
- o. If a matter arises that requires A&W to open a new file, the City Attorney should be informed immediately.
- p. City reserves the right to require additional substantiation of any item of claimed expense.

III. REIMBURSEMENTS

- a. The City will reimburse A&W for the following expenses, and for no other expenses:
 - Actual printing costs;
 - Copying costs at \$.25 / page (for legal documents and file materials, but not library materials);
 - Actual cost of postage (including express mail delivery charges);
 - Computer research support services (e.g., Westlaw, LEXIS or computer time or services) at actual cost, but not to exceed 15% of the total fees for all legal services;
 - Transcription and reporter's fees; and
 - Reasonable travel. The City does not pay for meals unless Attorney is required to be away from office for one full day. All meals and/or travel reimbursements will be subject to approval by the City Manager. Travel expenses are limited to the lesser of actual expenses or expenses that would be authorized for City employee travel pursuant to City policy. In recognition that this contract requires the Interim City Attorney’s presence weekly at City Hall, the parties have agreed to travel reimbursement policy which generally does not reimburse all of the Interim City Attorney’s travel time. Accordingly the reimbursement for expenses shall be a fixed fee of \$500 plus two hours of travel time per trip. Attorney may bill for travel expenses one way for traveling from Southern California to Richmond. Attorney may bill for travel time and reasonable expenses only when attending court appearances or meetings at destinations other than the City of Richmond. Otherwise, attorneys may bill for travel time and reasonable expenses only when attending court appearances or meetings at destinations other than the City of Richmond. These travel expenses are included in the not to exceed monthly cap of \$60,000.

- b. Any expense other than those listed in section “a.” must be approved by the City Manager in writing and in advance in an approved budget.
- c. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.
- d. Court filings should be prepared in a timely manner so that “rush” or “expedited” messenger fees are not incurred.
- e. Messenger and other charges in excess of actual costs are not permitted. City does not allow cost, plus a percentage, for actual outside costs
- f. City does not pay for secretarial time or secretarial overtime. City does not pay attorneys or paralegals for secretarial tasks or tasks that should not be included in A&W’s overhead. For example, time spent faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
- g. City does not pay for billing or discussions of bills, including discussions initiated by the City or City’s requests for additional information about a bill.
- h. The practice of minimum billing charges is prohibited. Please charge for actual time spent. For example, a minimum of .2 for phone calls or .4 for letters is unreasonable unless it is an accurate measure of time spent. However, billing increments are .1.
- i. Do not charge for file opening or file closing. These are not true legal services, tasks or adequate descriptions of legal activities.

Exhibit C

PROJECT PLAN AND BUDGET

(For litigation or Special Projects)

When necessary, project plans and budgets should conform to the following guidelines:

- a. The project plan shall include a projection of recommended strategies and actions to be taken in the project and a range of costs for each such strategy or action.
- b. If the scope of work includes representation of the City in litigation, the project plan shall include the following elements, with explanations:
 - Anticipated total costs;
 - The primary issues;
 - The probability of success; and
 - A settlement/trial recommendationproject plan will be modified during the litigation as the need arises.
- c. The project budget shall include an estimate of the attorneys' hours and fees and disbursements during each phase and/or activity. All anticipated expenses must be listed and costs estimated.
- d. In the event of litigation, the project budget shall include, but not be limited to, estimates for:
 - Pre-commencement (legal and factual research for the complaint or answer);
 - Pleadings;
 - Preliminary motions;
 - Initial discovery;
 - Factual investigation of merits (interviewing clients, employees and third parties);
 - Review and abstract City's documents;
 - Expert (non-medical) investigation and reports;
 - Medical experts and examinations;
 - Legal research on merits;
 - More thorough discovery (including the identity of deponents and expected costs of each deposition and preparation);
 - Settlement negotiations;
 - Trial preparation; and
 - Trial.
- e. The project budget should include the anticipated cost of each line item, the time allotted to complete it and the professional level of the person handling it.
- f. The project budget is not a fixed fee agreement and is subject to revision.

- g. A&W shall provide revisions to the project plan or budget at the request of the City Manager.
- h. A&W understands and agrees that major unjustified deviations from the project budget, or failure to timely submit a project budget or revisions, if requested, may constitute a breach and result in termination of this Agreement.

Exhibit D

California Joint Powers Risk Management Authority Mandatory Case Reporting Policy

Pursuant to Section VII (Conditions) of the Memorandum of Coverage, the following rule is applicable to all cases reported to CJPRMA.

The Authority shall be entitled to complete access to the covered party's claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The covered party shall be responsible to report the progress of the litigation and any significant developments at least quarterly to the Authority, and to provide the Authority with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or its agents.

In addition, the CJPRMA Board of Directors has adopted the following mandatory case reporting standards:

- 1) Defense counsel is expected to provide a written analysis of liability and exposure in any reported claim no later than ninety days following receipt of the file from the member agency. CJPRMA understands that the liability picture may develop as discovery is ongoing, but this does not excuse the responsibility of providing an early, objective analysis of the file, subject to later developments. An early analysis not only permits the JPA member to set an accurate reserve level, but also permits the member entity to decide whether to actively litigate the case, try to settle the case, or limit discovery based upon the exposure.
- 2) The initial status report should provide, at a minimum, a brief synopsis of the facts giving rise to the lawsuit; the status of the pleadings, including any discussions of demurrers or motions to dismiss, or cross-complaints; a summary and analysis of plaintiff's injuries, damages and exposures in the case; an initial impression of liability; any requests for additional investigation; a brief outline of the discovery planned; and an evaluation of anticipated litigation costs. The report need not be lengthy, and typically might not exceed three to five pages, but must address the issues directly and in a straightforward manner so that the member entity and CJPRMA can set cost and loss reserves as necessary.
- 3) Defense counsel is responsible to report, in writing, the setting of a trial date, settlement conference date, hearing date on motion for summary judgment or similar dispositive motion in any litigated case, within one week of the date on which a court establishes such date.
- 4) Defense counsel is responsible to report, in writing, all settlement demands or offers within one week of the time the offer is made or the demand is received.
- 5) Defense counsel is responsible to report, in writing, on the substance of all depositions taken in the case. This need not be a multi-page deposition summary, but must, at a minimum, include a concise report of major events occurring at the deposition, and an evaluation of the effect of the deposition testimony on the case.
- 6) Finally, no later than sixty days before the date set for trial in any case, defense counsel is responsible to report, in writing, on (1) an assessment of liability

in the case, (2) the adverse potential exposure if liability is found, (3) a concise summary of injuries sustained and/or claims, (4) an assessment of any other factors (such as local jury tendencies, appearance of important witnesses, etc.) that may affect the liability analysis or exposure assessment, and (5) an opinion on the settlement value of the case.

7) All status reports from defense counsel must be copied to the CJPRMA Board member whose entity is involved in the claim.

This policy is designed to protect the member entity and CJPRMA, so that they can make informed litigation decisions on reported cases. Past experience has shown that defense counsel retained by the member entities of CJPRMA are high-caliber, hardworking attorneys who have done very well for their clients, and CJPRMA is grateful for their efforts. Defense counsel are cautioned, however, that case reporting is given a high priority by CJPRMA and its members, and is a major consideration in evaluating counsel's performance.

Exhibit E

LITIGATION GUIDELINES

The following guidelines should be followed when the scope of work includes representing the City in litigation:

- a. A&W shall consult the City Manager regarding the component parts of litigation handled by A&W so that the City Manager, in consultation with the City Council, if necessary, can determine whether a particular activity is reasonable in light of its costs and benefits.
- b. The City Manager must approve the identity and number of staff assigned to the litigation, and any changes.
- c. All pleadings shall be submitted to the City Manager for review prior to filing.
- d. Copies of major work product, pleadings, motions, orders, decisions, research memoranda, reports on significant developments, and quarterly status reports shall be submitted to keep the City Manager and Chief Assistant City Attorney or designee advised of any major developments in the lawsuit. Such copies shall be provided in electronic format compatible with software in the City Attorney's office.
- e. Generally, the City Manager will rely upon A&W for guidance on litigation strategy. Nonetheless, prior approval from the City Manager is necessary for demurrers, motions for summary judgment and discovery motions.
- f. City expects that A&W will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Manager immediately. City's intent is to have discovery be fair and open with the money spent on reviewing relevant items that are discovered, not on discovery battles.
- g. Provide full descriptions of legal tasks performed. This will help the City Manager follow case development and understand Firm's strategy.
- h. Some types of litigation-related expenses require prior approval by the City Manager or Chief Assistant City Attorney or designee, including, but not limited to, experts and investigators. Expenses over a certain dollar amount always require prior approval. See Section III (Reimbursements) of Exhibit B (Billing Protocols and Guidelines) of this Agreement for a list of those expenses that may be reimbursed.
- i. A&W shall not be responsible for any matter without a specific written assignment by the City Manager and where there is reassignment from other counsel of a pending matter, the filing of a change of counsel is required before A&W would be responsible for the matter.

Exhibit F**SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, an authorized agent of _____(hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE").

Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ___ day of __, 20__, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

Vendor SCCO Compliance Statement (Aug2020)\

EXHIBIT G
**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, 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 and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

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CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

EXHIBIT G

General Liability <i>(primary and excess limits combined)</i>	<p>\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>
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City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST \$0 - \$1 million \$1 million - \$5 million Over \$5 million	REQUIRED LIMIT \$1 million p/o \$2 million p/o \$5 million p/o
Required Policy Conditions		
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</i> <i>SAMPLE Endorsements can be found at</i> <i>http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> </p>	
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>	
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. <i>SAMPLE Endorsements can be found at</i> <i>http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> </p>	
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>	
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>	

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 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 Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin.** The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

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

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.