

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF RICHMOND**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the ____ day of July, 2022 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), with its principal place of business at 18881 Von Karman Avenue, Suite 1700, Irvine, CA 92612 and the CITY OF RICHMOND, a municipal corporation established under its charter approved by the voters in ____ ("City"). The term "City" shall also include all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

City Council hereby appoints and hires Partner David J. Aleshire and A&W as its City Attorney to render such legal services as are customarily rendered by such official and as further specified herein, including attending meetings of the City Council, Planning Commission, Housing Authority, Successor Agency, and all other City boards and commissions and their affiliated agencies, as directed by the City.

The designated City Attorney, Agency Counsel, and any Assistant or Deputy City Attorney, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein.

Notwithstanding the foregoing authority, it is expressly understood that the City employs a traditional in-house city attorney office with attorneys and administrative staff which shall continue under the supervision of the City Attorney, who shall determine how to use the in-house employees and A&W personnel in the manner best suited to obtain satisfactory legal results in a cost effective manner.

A&W shall not replace any designated City Attorney (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant City Attorney shall be obtained from the City Manager. City Attorney may appoint various deputies as City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A&W shall perform any and all work necessary for the provision of City Attorney services to City, as set forth in the Municipal Code, including, but not limited to, the following:

(a) Attendance at City Council, Planning Commission, or Successor Agency, Housing Authority, Public Financing Authority, or other affiliated entities, unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and

(b) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her

designee, in accordance with such policies and procedures as may be established by City from time to time; and

(c) Be available for consultation with City staff, personally, electronically, and telephonically, as needed on legal matters which are within their area of operation; and

(d) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(e) The City Attorney shall manage the in-house legal office in a manner to promote the efficiency and utility of the personnel, encourage their professional development, and cause legal affairs of the City to be successfully resolved; and

(f) Represent and advise City on pending and potential litigation, in any such litigation; A&W shall comply with the litigation guidelines as specified in **Exhibit E**; it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(g) Hold office hours at City Hall at a time agreed to with City Manager; and

(h) Attend management staff and agenda review meetings at a time agreed to with City Manager; and

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

(j) Supervise outside legal services, if any; and

(k) Provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council; and

(l) Keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time; and

(m) Manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained,

unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney; and

All the foregoing legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign any legal matter of the City from or to A&W.

The services provided hereunder are more specifically described in **Exhibit A**.

3. CITY DUTIES

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

4. COMPENSATION

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

5. BOND OR FINANCIAL SERVICES

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

6. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in **Exhibit A**. City agrees to reimburse A&W for these costs and expenses in addition to the fees for legal services. All the work shall be performed in accordance with the Billing Policies of City incorporated in **Exhibit B**. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into

litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior approval of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with City.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City (see Section 3).

7. STATEMENTS AND PAYMENT

To assist with tracking costs, A&W shall render to City a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized. 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. Bills will be reviewed by the City Manager and the Finance Director.

Payments shall be made by City within sixty (60) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than sixty (60) days after the due date shall draw interest at the legal rate.

The City is a member of the California Joint Powers Risk Management Authority (“CJPRMA”). If a 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 Risk Manager shall be copied on all correspondence sent to CJPRMA.

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

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the City Council. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W shall perform all services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. 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. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. A&W is being appointed as City Attorney pursuant to the City Attorney Authority of Govt. Code Section 36505 and has the authority of that office.

10. 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 required by City as defined in **Exhibit F**, attached to this Agreement and incorporated by this reference.

11. 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.

12. 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.

13. TERM, DISCHARGE AND WITHDRAWAL

City may discharge A&W at any time on four (4) affirmative votes of the City Council. The City Attorney shall have no property interest in the position and works at will with no right to right to a hearing and may be discharged with or without cause. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City unless the Rules of Professional Conduct require other notice.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, including attorney work product, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

14. CONFLICTS

A&W has no present or contemplated employment which is adverse to the City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of the City except as provided below.

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

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

A&W agrees to secure the informed written consent of the City 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, in its sole discretion, objects for any reason. Request for waivers will be submitted to the City Council for direction on whether the waiver or consent shall be agendized. This provision is intended to supersede all applicable rules of professional conduct relating to conflict of interest.

15. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Contra Costa County.

16. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

17. 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.

18. 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.

19. 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.

20. SANCTUARY CITY CONTRACTING ORDINANCE COMPLIANCE STATEMENT.

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

22. 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.

21. 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.

22. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

DATED: _____, 2022

“CITY”

CITY OF RICHMOND,
a municipal corporation

By: _____

Thomas E. Butt, Mayor

ATTEST:

Pamela Christian, City Clerk

DATED: _____, 2022

“A&W”

ALESHIRE & WYNDER, LLP

By: _____

David J. Aleshire, Esq.

Exhibits

- A. Scope of Services and Schedule of Charges
- B. Billing Protocols and Guidelines
- C. Project Plan and Budget
- D. JPA Mandatory Case Reporting Policy
- E. Litigation Guidelines
- F. Insurance Requirements
- G. Sanctuary City Compliance Statement

EXHIBIT “A”

SCOPE OF SERVICES AND SCHEDULE OF CHARGES

A. Description of Services

Generally, A&W when serving as contract City Attorney divides services into two categories: General and Special. Special services are those where City would generally be looking to outside counsel for special expertise. A&W rates for special services are higher than for general services but less than other firms the City has been using.

With the support of the administrative staff and attorneys of the City Attorney’s Office, A&W shall perform any and all work for the provision of general and special municipal law services to City, including the following:

1. *General Legal Services*

General Legal Services include:

(a) Attending all City Council, Successor Agency Board of Directors, Planning and other Commission meetings. Providing City Council and other bodies with guidance relative to Roberts Rules of Order, open meetings, Brown Act, and other related procedural matters.

(b) Providing conflict of interest assistance to elected and appointed officials and staff, and assisting officials and staff in seeking advice from the Fair Political Practices Commission.

(c) Attending departmental meetings, staff meetings or committee meetings as deemed necessary and appropriate or as requested by the City Manager or City Council.

(d) Providing legal advice, counsel, services, consultation and opinions to City Council, City Manager and City staff on routine municipal assignments.

(e) Performing general research and interpreting routine laws, court decisions and other legal matters in order to prepare legal opinions and to advise the City Council, and management staff on legal matters pertaining to City operations.

(f) Reviewing and/or preparing general staff reports, ordinances, resolutions, and other documents required by the City.

(g) Ensuring that current and future City ordinances, policies, procedures and practices comply with state and federal law. Informing City Council and staff of routine recommended changes to City ordinances and practices, as needed.

(h) Providing assistance to the City regarding election laws and assisting in review of election forms, filings, and coordination with county, state and federal election officials.

(i) Monitor pending and current legislation and case law as appropriate.

City Attorney is expected to manage and review the over-all performance of in-house office and take measures to improve system performance. City Attorney shall report to City Council. 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.

2. Special Services

“Special” legal services include, but are not limited to, successor agency matters, real estate, rent control, housing, labor and employment, enterprise funds, franchise negotiations, major contract negotiations, municipal finance matters other than bonds and similar financial services, environmental and toxics, water, energy, franchises, utilities and telecommunications, solid waste, mobile home matters, police and fire matters, litigation services (although code enforcement and risk management are billed at their own rate), and similar matters requiring special expertise.

3. Code Enforcement/Risk Management

These rates are generally lower than for other litigation as that is true in the marketplace. However, for risk management, the rate will not exceed that permitted by the insurance carrier.

4. Reimbursable

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

B. Schedule of Fees & Charges:

Services	Hourly Rate	Average Outside Rates¹
City Attorney General Services	\$250 Associate \$265 Partner	\$272 Associate \$365 Partner
Special Services/Litigation*	\$265 Associate \$345 Partner	\$338 Associate \$388 Partner
Risk Management/Code Enforcement (or JPA rate)	\$250 Associate \$265 Partner	\$306 Associate \$352 Partner
Public Finance Matters	\$300 Associate \$450 Partner	\$585-\$625
Reimbursable (When Developer or 3 rd Party is Paying)	\$295 Associate \$385 Partner	
Paralegals and Law Clerks	\$160	\$166
Document Clerks	\$75	

¹ Outside Firms: Burke Williams; Downey Brand; Colantuono; Goldfarb; Meyers Nave; Jarvis Fay & Gibson; Remy, Moose, Manley; Best, Best & Krieger

C. Existing Accounts and Clarification

A&W establishes separate accounts for many matters. This allows the client to better track time. The accounts and amounts established thus far include the following. Accounts and amounts may be adjusted from time to time with approval by the City Manager.

Matter	
0001 General (\$265 Partner, \$250 Associate)	0016 Enterprise (\$325 Partner, \$265 Associate)
0002 Special Projects (\$265 Partner, \$250 Associate)	0017 Veolia (\$350 Partner, \$280 Associate)
0003 Litigation (\$325 Partner, \$265 Associate)	0018 Reimbursable 3rd Party (\$350 Partner, \$280 Associate)
0004 Personnel (\$325 Partner, \$265 Associate)	0019 Risk Management (\$265 Partner, \$250 Associate)
0005 Planning (\$265 Partner, \$250 Associate)	0020 City Real Property-Projects (\$325 Partner, \$265 Associate)
0006 Public Works-Engineering (\$265 Partner, \$250 Associate)	0021 Molate (\$350 Partner, \$285 Associate)
0007 Finance (\$265 Partner, \$250 Associate)	0022 Campus Bay (\$350 Partner, \$280 Associate)
0008 Port (\$325 Partner, \$265 Associate)	0023 Butt (\$265 Partner, \$250 Associate)
0009 Major Contracts (\$325 Partner, \$265 Associate)	0024 Terminal 1 (\$350 Partner, \$280 Associate)
0010 Police (\$265 Partner, \$250 Associate)	0025 Social Services - Unhoused (\$265 Partner, \$250 Associate)
0011 Code Enforcement (\$265 Partner, \$250 Associate)	0026 Commissions/Committees (\$265 Partner, \$250 Associate)
0012 Agency (\$325 Partner, \$265 Associate)	0027 Katz (\$325 Partner, \$265 Associate)
0013 Housing (\$325 Partner, \$265 Associate)	0028 SWAPS (\$350 Partner, \$285 Associate)
0014 Refuse (\$350 Partner, \$285 Associate)	0029 RENT (\$325 Partner, \$265 Associate)
0015 Franchise-Cable (\$325 Partner, \$265 Associate)	0030 Labor (\$325 Partner, \$265 Associate)

D. Cost of Living Adjustment

Starting January 1, 2024, there will be a CPI adjustment (from July 1, 2022), with CPI rounded to the nearest dollar. The CPI shall be set by the Consumer Price Index ("CPI") for the Contra Costa County area as published by the United States Government Bureau of Labor Statistics. CPI adjustments will be made every other year and shall be cumulative.

E. Reimbursement

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

Exhibit B

BILLING PROTOCOLS AND 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. Any changes to this protocol will need prior, written approval from the City Manager.

A. BILLING FORMAT

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

1. 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.
2. Identification of the lawyer who is in charge of the matter.
3. Reasonably detailed disbursement breakdowns with backup documentation of any individual charge exceeding \$100.00.
4. 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.
5. When charges are made for research time, the specific issue being researched and the need for the research should be identified.
6. The City Manager may request various levels of detail and specific formats (such as columnar comparisons with established budgets).

B. BILLING GUIDELINES

1. 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.
2. 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. A&W shall not use “block billing” procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified.
3. A&W shall keep the City advised of the identity and billing rates of those people working on the project account.
4. All time should be billed within 30 days of the end of the month in which services were performed.
5. 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 expected to exceed contract requirements, written notice shall be given to the City as soon as possible, via e-mail, to the City Manager’s Office. 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. The City Manager may authorize additional funds only to the extent needed to bring the matter to a regular City Council meeting.

6. 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.
7. 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.
8. No more than two paraprofessionals may bill on a particular case without the prior approval of the City.
9. 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.
10. 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.
11. Training time is not billable. Law clerks may be used only with prior approval.
12. 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.
13. City reserves the right to require additional substantiation of any item of claimed expense.

C. REIMBURSEMENTS

1. 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; andReasonable 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 City Attorney's presence weekly at City Hall, the parties have agreed to travel reimbursement policy which generally does not reimburse all of the 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. After one year, this allowance may be increased with the approval of the City Manager if it is demonstrated that it is recovering less than half of the expense. Additionally, Attorney may bill for travel time and reasonable expenses only when attending court appearances or meetings at destinations other than the City of Richmond.

2. Any expense other than those listed in section 1 must be approved by the City Manager in writing and in advance in an approved budget.
3. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.
4. Court filings should be prepared in a timely manner so that "rush" or "expedited" messenger fees are not incurred.
5. Messenger and other charges in excess of actual costs are not permitted. City does not allow cost, plus a percentage, for actual outside costs
6. 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.
7. 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.
8. 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.
9. 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 City Attorney's Office)

A. GOAL: Hybrid City Attorney's Office Model

It is the goal of this contract arrangement to improve legal services being provided to the City of Richmond and reduce costs by implementing the following:

1. Retain the in-house City Attorney's office team members who provide institutional knowledge, consistency, and on-site availability.
2. Replace a variety of outside firms with special expertise from a municipal firm, which will centralize these services, provide consistent oversight and leadership, and do so at a significantly lesser cost.
3. Centralize supervision of the services in the City Attorney's Office to enhance accountability and performance.
4. Develop the capacity and expertise of the core in-house team.
5. Provide greater responsiveness of legal services to the City departments at a lesser expense.
6. Improve service delivery given the litigious environment and pressing City Council policy directives.

B. COST PLAN

Current estimated legal service expenses in three areas (average FY 19/20; 20/21) [Approximate]

		<u>FY19/20</u>	<u>FY 20/21</u>	<u>Average</u>
1.	In House	\$1,634,000	\$1,565,000	\$1,599,500
	Outside Legal	\$2,078,424	\$2,656,372	\$2,367,398
	Risk Management	<u>\$949,259</u>	<u>\$2,417,235</u>	<u>\$1,683,247</u>
		\$4,661,683	\$6,638,607	\$5,650,145

2. The above indicates that your legal expense is running from \$4.6M to \$6.6M per year or an average of \$5.6M. The in-house expense is approximately \$1.6M; therefore, the contracted legal for City Attorney and Risk Management is approximately \$4M. If the cost of the A&W contract were \$400,000 per quarter, or \$1.6M annually, savings could be achieved if all other outside legal expense were held to less than \$2.5M. It would be the goal of the A&W contract to hold this expense to no more than \$1.5M and achieve a savings of at least \$1M. For budgeting purposes, \$400,000 is being used as the initial estimate. The amount will be reviewed on a quarterly basis by the City Council and adjusted if deemed appropriate.

3. Other savings: In House expense not filling current vacancies.

4. Estimates may not include reimbursed outside legal expense, which have a reduced fiscal impact due to administrative management requirements (indirect General Fund and non-General

Fund expenses).

C. QUARTERLY REPORTING

A&W agrees within fifteen (15) days of the end of each quarter to provide the City Council with quarterly performance reports outlining significant legal expenses over the prior quarter and projecting significant activity in the coming quarter and remaining fiscal year.

D. SIGNIFICANT PROJECTED ACTIVITIES FY 2022-23

1. Tracking Legal Costs: Develop and implement processes for tracking all legal costs and report to City Council in coordination with the City Manager and her designees.
2. Point Molate Litigation: Provide defense of Winehaven litigation and transfer to Upstream/Guidiville.
3. POBs/SWAPS: Resolve with team for refinancing City debt.
4. Personnel and Labor Negotiations: Achieve MOUs with safety units and implement Class and Compensation study for all units. Provide support to resolve personnel matters as needed, which may include updating the Personnel Board policy and procedures.
5. State Audit: Participate with City team.
6. Risk Management Audit: City Attorney will undertake an audit of the risk management function and service provider review and make a report to the Council for improved management control in collaboration with the City Manager and her designees.
7. Wastewater Treatment Plant: Resolve open claims with Veolia and achieve agreement for transfer of facility.
8. Procurement Process: Review current procurement and contract processes, implement system improvements, and provide training to staff.
9. Rent Board: Achieve cost allocation and update Reimbursement Agreement.
10. Training for Commissioners: Working with City Clerk, develop training program for Boards, Commissions, and Committees.
11. Encroachments: Create process for approval of encroachments.
12. In-House Litigation: Develop in-house litigation resources.

Economic Development/Housing Developments: Measure U, Campus Bay, Terminal 1, Miraflores, Richmond Grown, Riggers Loft, 12th & Macdonald, Metro Walk Phase II, Terminal 3, etc.

Exhibit D
CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY
MANDATORY CASE REPORTING POLICY

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:

1. The City Council shall be kept informed of the initiation and progress of all litigation, including on at least a quarterly basis and whenever significant developments occur.
2. 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.
3. Cases should not be overstaffed and generally no more than a partner and associate should be assigned but the City Manager may approve a higher level of staffing.
4. All pleadings shall be submitted to the City Manager for review prior to filing.
5. 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 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.
6. 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.
7. 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.
8. Provide full descriptions of legal tasks performed. This will help the City Manager follow case development and understand Firm's strategy.
9. Some types of litigation-related expenses require prior approval by the City Manager 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.
10. 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

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.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. 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 .
General Liability (primary and excess limits combined)	\$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). Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

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	REQUIRED LIMIT \$1 million p/o
	\$1 million - \$5 million Over \$5 million	\$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>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.</p> <p>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	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.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.
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	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.

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.

EXHIBIT G

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 CCO:

- 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)\