

**FOR PROFESSIONAL LEGAL SERVICES
BETWEEN
THE CITY OF LOS ANGELES
AND
MEYERS NAVE A PROFESSIONAL CORPORATION**

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT, Contract Number _____, is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through its Board of Harbor Commissioners ("Board") and the Office of the City Attorney ("City Attorney"), and MEYERS NAVE, A PROFESSIONAL CORPORATION, 1999 Harrison Street, Suite 900, Oakland, CA 94612 ("Outside Counsel"), with reference to the following:

RECITALS

WHEREAS, Under the authority of Volume I, Article II, Section 275 of the City Charter, City Attorney and the Board have approved the use of Outside Counsel to assist the City Attorney with legal representation in the matter of the Federal Clean Air Act Air Agency Regulation and Litigation; and

WHEREAS, Outside Counsel represents to the City that it is neither concurrently nor potentially a consultant performing non-legal services for the City during the term of this Outside Counsel contract; and

WHEREAS, the City Attorney has selected Outside Counsel to provide assistance in such matters, Outside Counsel is willing to provide such assistance and represents to the City that it is able to do so without a conflict of interest;

WHEREAS, the professional legal services to be performed by the Outside Counsel are of an expert and technical nature and are temporary and occasional in character;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby covenant, agree and represent as follows:

I. SCOPE OF REPRESENTATION AND PARTNERING

Outside Counsel is retained to assist the City Attorney in providing legal representation for the City in the matter of Federal Clean Air Act Air Agency Regulation and Litigation. Outside Counsel shall at all times work under the direction of the City Attorney. The City and City Attorney shall rely on the competence, expertise and experience of Outside Counsel. At all times, Outside Counsel shall provide professional legal advice and services at the highest level expected of law firms providing legal services in the Los Angeles region. This is a non-exclusive agreement to provide legal services to the City and, at the City Attorney's discretion, the City may augment the services with another law firm or law firms or select to terminate Outside Counsel's services in a manner consistent with this Agreement.

City Attorney and Outside Counsel recognize and agree that an important purpose of this Agreement is to promote effective collaboration between City Attorney and Outside Counsel so that, among other things, City Attorney is able to gain familiarity with the legal issues presented in these matters and for Outside Counsel to impart substantive subject matter knowledge to City Attorney's lawyers. To this end, City Attorney and Outside Counsel both agree to make reasonable efforts to coordinate their efforts and work.

II. GENERAL CONDITIONS

A. Period of Performance

This Agreement shall begin on the Commencement Date defined below, and shall continue for three (3) years thereafter (Termination Date), unless terminated earlier under the provisions of this Agreement.

The Commencement Date of this Agreement shall be the date of its execution by the City, following authorization of the Board and compliance with Los Angeles City Charter Section 245. Outside Counsel is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth City Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. Termination or Suspension of Legal Services

1. Termination or Suspension for City's Convenience

a) Services performed under this Agreement may be terminated or suspended in whole or in part at any time by City Attorney. City Attorney shall terminate or suspend services by delivering to Outside Counsel a written notice specifying the extent to which services are terminated or suspended and the effective date of such termination or suspension.

b) After receiving a notice of termination or suspension, unless otherwise directed by City Attorney, Outside Counsel shall:

1) Stop services on the date and to the extent specified in the notice; and

2) Continue to perform services not terminated or suspended by the notice.

c) After receiving a notice of termination, Outside Counsel shall:

1) Submit final billing for services rendered through the time of termination no later than thirty (30) calendar days from the effective date of termination; and

2) If Outside Counsel fails to submit a final billing within the time allowed, City Attorney may determine the amount, if any, to be paid to Outside Counsel. Outside Counsel agrees that City Attorney's determination shall be final.

2. Termination for Outside Counsel's Default

a) Services performed under this Agreement may be terminated in whole or in part by City Attorney upon a default by Outside Counsel. Under this Agreement, Outside Counsel will be deemed in default if Outside Counsel:

1) Fails to perform the service(s) within the specified time period; or

2) Fails to perform any of the provisions contained in this Agreement; or

3) Fails to make adequate progress in the matter and endangers the performance of this Agreement's terms.

b) If City Attorney wholly or partially terminates services under this Agreement, City Attorney may obtain alternative legal services with terms and in a manner City Attorney deems appropriate. In addition to any other remedies provided by this Agreement, law or equity, Outside Counsel shall be liable to City for any excess costs associated with obtaining and utilizing alternative legal services.

3. Closing Report Upon Termination

a) If requested by City Attorney, Outside Counsel shall deliver a Closing Report within two days of the termination of services.

b) The Closing Report shall include, but is not limited to:

1) A brief description of the facts of the case or matter;

2) A discussion of applicable law;

3) A description of the status of the case or matter; and

4) A list and description of future scheduled court appearances.

c) Outside Counsel shall give City Attorney all evidence, files and attorney work product for every matter in which Outside Counsel is substituted out as attorney of record. This includes any computerized indices, programs and document retrieval systems created or used for the matter. Outside Counsel shall file a Motion for Substitution of Counsel or other necessary pleadings with the court when instructed to do so by City Attorney.

C. Independent Contractor Status

This Agreement is between City and Outside Counsel and is not intended, and shall not be construed, to create, as between City and Outside Counsel, the relationship of agent, servant, employee, partnership, joint venture or association. Outside Counsel understands and agrees that all Outside Counsel personnel furnishing services to City under this Agreement are employees solely of Outside Counsel and not City. Outside Counsel shall bear the sole responsibility and liability for any taxes or fees which may be assessed against it or its employees and for furnishing workers' compensation benefits to any Outside Counsel personnel for injuries arising from services performed under this Agreement.

D. Ownership of Documents

All information, documents, records, reports, data, or other materials furnished to Outside Counsel or other such information, documents, records, data or other materials to which Outside Counsel has access during their performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Outside Counsel shall not make use of such items for any purpose unrelated to the matter involved herein and shall not make oral or written disclosure thereof, other than as necessary for their performance hereunder, without the prior written approval of City Attorney.

E. Insurance

Outside Counsel shall comply with the insurance requirements described in the mandatory City Contracting Requirements, attached hereto as Exhibit A, having the coverage and limits as specified in Exhibit A. If Outside Counsel does not obtain professional liability insurance or maintain the insurance throughout the duration of this Agreement, City Attorney may terminate the Agreement. Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(2) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

(3) Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

A. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Governing Law

The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this Agreement shall be brought in the Los Angeles County Central District Superior Courts.

G. Validity

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

H. Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any future breach of the provision or any breach of any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

I. Remedies Reserved to City

The remedies reserved to City shall be cumulative and additional to any other remedies provided in law or equity.

J. Authorization for Warranty

Outside Counsel represents and warrants that the signatory(ies) to this Agreement is(are) fully authorized to obligate Outside Counsel and that all corporate acts necessary to the execution of this Agreement have been accomplished.

K. Changes and Written Amendment of Terms

Material changes to this Agreement shall only be effective upon the execution of a mutually-approved written amendment.

L. Maintaining Attorney-Client Privilege

Outside counsel acknowledge that they have no authority to waive the attorney-client privilege on behalf of the City (including the City Attorney and any City official or employee). Outside Counsel agree to conduct their activities relating to this matter in such a manner as to maintain the confidentiality of the communications between Outside Counsel and not to waive the attorney-client privilege with respect to documents or communications obtained or conducted in connection with this matter without the express consent of the City Attorney. This section shall survive the termination or expiration of this Agreement.

II. Outside Counsel's Services and Responsibilities

A. Restriction on Outside Counsel as Consultants

Outside Counsel understands and agrees that it shall not apply for, accept or enter into any contract with any City department or office for any non-outside counsel legal services for the duration of this or any other outside counsel contract with the City, unless Outside Counsel first obtains the written approval of the Chief Deputy of the Office of the City Attorney. This is in addition to the approval by the City awarding authority of the non-outside counsel legal services contract.

B. Professional Ethics and Conflicts of Interest

City recognizes that Outside Counsel may have clients that, from time to time, may have interests adverse to City. Any such representation shall be in accordance with the ethical duties of members of the State Bar of California including, without limitation, those established by the Bar's Rules of Professional Conduct. Outside Counsel shall send written notice to City Attorney Conflicts Attorney of any actual or potential conflict of interest that exists during Outside Counsel's engagement under this Agreement. The request for waiver shall describe in detail the nature of the proposed engagement by Outside Counsel, the nature of the conflict, and why Outside Counsel believes a waiver is appropriate.

C. Key Outside Counsel Personnel

1. Outside Counsel's Responsible Attorney for this Agreement shall be AMRIT KULKARNI. Outside Counsel's Responsible Attorney shall not be changed without City Attorney's written authorization.

2. Outside Counsel's Responsible Attorney shall have full authority to act for Outside Counsel on all daily operational matters under this Agreement and shall serve as or designate Lead Counsel for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for the litigants, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. Designation of a Lead Counsel other than the Supervising Attorney shall be subject to City Attorney's prior written approval.

D. Legal Representation

1. Outside Counsel shall provide City with the necessary representation by qualified staff at the least costly billing category. Partners and associates shall be admitted to practice law before all of the courts of the State of California or of whatever state or district in which Outside Counsel is engaged to represent the City. The names of personnel authorized to provide services under this Agreement and the hourly rates for each staff member are listed in the document entitled, "Hourly Rates for MEYERS NAVE," attached hereto and incorporated herein as Exhibit B to this Contract.

Any use of personnel other than as enumerated shall be subject to the prior written approval of City Attorney's Responsible Attorney. Outside Counsel may hire experts or consultants, but only with the prior written approval of City Attorney's Responsible Attorney. Outside Counsel may retain other law firms or attorneys as subcontractors to provide the legal services covered by this Agreement, but only with the prior written approval of the Chief Deputy City Attorney. Any such written approval of subcontractors must set forth the name of each approved attorney or other personnel and the agreed rate for such individual. Outside Counsel will require any such subcontractors or consultants to comply with the terms and conditions of this Agreement and will indemnify, defend and forever hold harmless the City from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any act or omission of any such subcontractors or consultants.

2. Outside Counsel's legal representation shall include, but is not limited to:
 - a) All settlement negotiations and pretrial proceedings;
 - b) Appearances at all law and motion hearings, discovery proceedings, hearings regarding orders to show cause, writs, trials and, when applicable, administrative hearings;
 - c) All due diligence, legal research, preparation for hearings, and review of all documents and other evidentiary materials;
 - d) Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.
3. Outside Counsel shall provide all required reports referenced in this Agreement.
4. Outside Counsel shall meet with City Attorney as City Attorney requires.
5. Outside Counsel shall consult with City Attorney on trial and tactical decisions.
6. Outside Counsel shall assist City Attorney's Responsible Attorney in settlement evaluations and negotiations, and shall obtain City Attorney's authority before making any settlement proposal on City's behalf to the Court or any party.
7. Outside Counsel shall immediately notify City Attorney, in writing, when a judgment, verdict or other award is rendered.
8. Upon City Attorney's request, Outside Counsel shall provide copies of all court rulings and all pleadings filed with the court or other administrative body, including those submitted by other parties.
9. Outside Counsel shall maintain all backup documentation to support all entries included in its billings.

E. Reporting Requirements

Depending on the nature of the matter and the benefit derived, City Attorney may request that Outside Counsel provide City Attorney with the following reports:

1. Case Evaluation and Plan
 - a) The Case Evaluation and Plan is a written independent evaluation of the case that can be used to develop City's legal position and strategy. It will also serve to assist in controlling litigation costs. Outside Counsel shall base the Case Evaluation and Plan on a review of the pleadings, discovery, reports and other documents, physical evidence, conversations with City Attorney and any other information Outside Counsel deems appropriate based on Outside Counsel's expertise and experience.
 - b) The Case Evaluation and Plan shall include, but is not limited to:
 - 1) Statement of known facts and identified legal issues,

including identities of opposing attorney(s), if known;

2) Statement of precedent-setting or sensitive issues, if applicable;

3) Statement of alleged and probable injuries and damages;

4) Statement of liability exposure;

5) Statement of recommendation(s) on case strategy, including discovery, motions, extent of legal research, consultants and percipient witnesses, experts to be retained, and the extent of expert services to be performed;

6) Statement of Outside Counsel's projected costs that can be reasonably anticipated. Costs shall be budgeted on a total, annualized basis and shall include, but are not limited to:

(a) Attorney fees - an identification of the staffing levels, hourly rates and estimated number of hours for each partner, associate, and/or paralegal;

(b) Consultant and expert witness rates, and estimated number of hours each will be needed;

(c) Deposition, transcript and other expenses;

(d) Fees and expenses for handling the case through each of the following applicable stages:

(1) Pleadings

(2) Discovery

(3) Pretrial conference(s)

(4) Mediation or Arbitration

(5) Trial, and

(6) Any other identified stages.

2. Proposed Settlement Recommendations

a) If requested by City Attorney, Outside Counsel shall submit to City Attorney written settlement recommendations that clearly state the reasons supporting a proposed settlement.

3. Appellate Action

a) If requested by City Attorney, Outside Counsel shall submit to City Attorney recommendations as to whether to appeal or petition for other review, or defend in the appellate courts. Outside Counsel shall state

clearly the reason(s) supporting the recommended action.

b) Outside Counsel shall list City Attorney as co-counsel with Outside Counsel on all briefs and papers submitted to the appellate courts or other reviewing body.

4. Publicity

If any publicity is generated by the subject matter of this representation, Outside Counsel shall not make any public or media statement absent express consent by the City Attorney. All media inquiries (whether radio, print, electronic transmission or television) shall be immediately directed to the City Attorney's office

IV. CITY'S DUTIES AND RESPONSIBILITIES

A. Key City Personnel

1. City hereby appoints the City Attorney, or his or her designee, to represent the City on all matters related to this Agreement; however, any written amendment to this Agreement requiring additional funds shall be conditioned upon the approval of the additional appropriation of said funds by the Board. The City Attorney's Responsible Attorneys shall be Assistant City Attorney JOY M. CROSE and the Chief Deputy City Attorney. On all matters relating to invoices the City Attorney's representative shall be the City Attorney's Chief Financial and Administrative Officer.
2. City Attorney's Responsible Attorneys shall have full authority to act for City on all daily operational matters under this Agreement and shall review and approve Outside Counsel's reports, whether written or verbal, and any change in Outside Counsel's designated Lead Counsel.
3. Approval of proposed settlement recommendations is subject to City's settlement approval procedures.

V. COMPENSATION

A. Maximum Compensation Amount

The maximum compensation payable under this Agreement, including reimbursable expenses, is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000). Outside Counsel's work pursuant to this Agreement for specific services shall not exceed the amount of appropriated funding under this Agreement, as explained in section V.B. below. The City is not obligated to pay Outside Counsel for any work done and/or costs incurred in excess of (i) the maximum compensation amount, unless a written amendment to this Agreement is executed by the parties; or (ii) the appropriated amount, unless additional appropriations are made within the maximum compensation amount.

B. Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the City is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Outside Counsel is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Outside Counsel is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Outside Counsel agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Outside Counsel is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

B. Outside Counsel's Obligation for Continued Performance

In the event that Outside Counsel's fees, costs and expenses, in the aggregate, exceed the amount appropriated by City as provided herein, Outside Counsel shall not be obligated to provide services or incur any further costs or expenses on the work required hereunder, and the City shall not be liable for fees or costs in excess of the amount appropriated, unless the appropriated amount is increased as provided herein. Outside Counsel shall be responsible for notifying City Attorney's Responsible Attorneys that the aforesaid appropriated amount will be expended before completion of the work required hereunder and that Outside Counsel will need additional funds if City desires further work. Outside Counsel shall give written notice to City Attorney's Supervising Attorney and to the City Attorney's Chief Financial and Administrative Officer, when Outside Counsel's expenditures under this Agreement are equal to sixty percent (60%) and eighty percent (80%) of the total dollar value appropriated for this Agreement so that City Attorney has sufficient time to consider whether it desires to seek an additional appropriation and written amendment to the Agreement.

C. Fees

1. The City shall pay Outside Counsel for the services performed by Outside Counsel which are reasonably necessary. The fees for such services shall be based upon the time expended to render the required services, with fractions thereof being stated to the tenth of an hour, and shall be computed at a rate not to exceed the rates specified for each category of staff as listed in Exhibit B.
2. Requests for billing rate increases and/or for additional biller(s) must be in writing and accompanied by a proposed new budget. Such request(s) are subject to approval by the Chief Deputy City Attorney.

D. City's Reservation of Rights to Obtain Reimbursement

City shall pay Outside Counsel based on Outside Counsel's submission of monthly invoices consistent with the provisions of this Agreement. Even though City makes payment pursuant to invoices, City shall have the right to demand reimbursement any time City determines that previously paid costs and expenses were not properly billed by Outside Counsel. Outside Counsel shall promptly reimburse City for such costs and expenses previously paid by City.

E. Expenses

Absent the express prior written approval of the appropriate City Attorney's Responsible Attorney, the City will not pay for any extraordinary expenses incurred in any legal matter. The City Attorney's Chief Financial and Administrative Office must approve in writing any item of expense that exceeds \$5,000. The City Attorney's Responsible Attorney must approve in writing any item of expense that exceeds \$1,000. Such expenses include, but are not limited to, expert witnesses, consultant services, investigative services, computer litigation support services, videotaping of depositions, temporary office help, travel expenses, meals as well as other expenses. City shall reimburse Outside Counsel for the actual out-of-pocket expenses, enumerated below, but without any additional costs for having advanced the funds. Outside Counsel shall note that City is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but are not limited to:

a) Deposition fees- The City expects Outside Counsel to keep the costs of deposition transcripts to a minimum. When depositions are taken and Outside Counsel receives the original, City shall not pay the court reporter's fee for providing Outside Counsel with an extra photocopy of the deposition transcript. City expects Outside Counsel to make a photocopy of the original at Outside Counsel's office. Likewise, when attending depositions of third parties or third-party witnesses, City requests that, if Outside Counsel believes an additional copy of the deposition transcript is necessary, Outside Counsel agree with opposing counsel or co-counsel to share the costs. Prior written approval from City must be obtained before ordering any expedited original or expedited copy of a deposition transcript.

b) Deposition summaries, if necessary, should be brief and should be completed by the deposing attorney. The City shall not pay for a paralegal or other lawyer to summarize the deposition transcript unless trial is imminent. City shall not pay for summaries that are, in effect, a complete regurgitation of the underlying deposition.

c) Transcript fees;

d) Messenger service - where appropriate, documents should be transmitted via email or facsimile/telecopier;

e) Facsimile/Telecopier (FAX) transmission - Outside Counsel shall not bill the City for any expense related to facsimile charges beyond Outside Counsel's actual net costs for long distance telephone charges actually and reasonably incurred by Outside Counsel for the sending of facsimiles. Outside Counsel shall indicate in its billing statements the number of pages transmitted

via facsimile together with the related cost of each charge. Outside Counsel shall attach the appropriate receipts, invoices or proof of any expenditure for facsimile charges;

- f) Process service;
- g) In-house document reproduction. Outside Counsel may charge up to \$0.10 cents per page for photocopies. The billing statement shall contain the total number of copies made.

2. Reimbursable extraordinary expenses shall include charges for which Outside Counsel has obtained City Attorney's prior written approval. Such expenses shall include, but are not limited to:

- a) Consultants;
- b) Expert witnesses;
- c) Investigative services;
- d) Computer Assisted Legal Research ("CALR") - The City of Los Angeles's decision to retain a particular firm is based in part on the firm's expertise and knowledge. The City therefore assumes familiarity with the basic substantive law at issue in the matter for which the firm was retained; any exception to this general expectation should be discussed fully at the time of retention. In conducting legal research the law firm is expected to utilize all appropriate sources reasonably available, including previously prepared briefs and memoranda. Should Outside Counsel determine that it is necessary to incur CALR charges in order to satisfy the terms of this Agreement, Outside Counsel shall obtain City Attorney Responsible Attorney's prior written approval to charge for such expenses. No charges for CALR shall be paid by the City without its prior written approval of such a charge.

e) Travel expenses. Outside Counsel shall describe in detail in its billings any travel expenses incurred by Outside Counsel, City retains the right to audit these expenses. Travel expense will only be reimbursed to the extent consistent with City Travel Guidelines (Exhibit 4). Only coach fare will be reimbursed for travel. Luxury class fare and hotel will not be reimbursed. If a receipt is submitted, a single occupancy hotel accommodation will be reimbursed up to a maximum of \$165.50 plus taxes. For trial attendance by out-of-town experts or consultants, this rate may be increased, depending on the availability of lodging and prior City Attorney written approval. Meals and incidents are reimbursed up to the federal (GSA) per diem rate. The first and last days of travel will be capped at 75 percent of the per diem rate. Travel time is not compensable.

3. Non-reimbursable expenses shall include, but are not limited to:

- a) Staff time or overtime for performing secretarial, clerical, or word processing functions;
- b) Charges for time spent complying with City Attorney audits or billing or budgeting inquiries;

c) Charges for work performed which City Attorney had not authorized. Such work shall be a gratuitous effort by Outside Counsel; and

d) Expenses that are considered to be part of general law firm overhead, including but not limited to, administrative time, secretarial time, calendaring, setting up files, indexing, word processing, air conditioning, equipment rental, office supplies, meals, snacks, beverages, seminars, books or association dues, etc.;

e) Travel time.

F. Most Favored Nations

Outside Counsel represents that, as of the date hereof, the rates set forth in Sections III.C. and V.C. above and the other economic terms and conditions provided in this Agreement, taken individually, are at least as favorable to City as those provided to any other client of Outside Counsel.

If during the term of this Agreement (including any extension or renewal) Outside Counsel has in effect or places into effect with any client a lower rate or other more favorable economic term or condition than provided under this Agreement (a "More Favorable Provision"), Outside Counsel shall promptly offer such More Favorable Provision to City, unconditionally, by providing written notice thereof to City (an "MFN Notice") and, at City's election, this Agreement shall be deemed to have been modified to provide City with such More Favorable Provision from the date such provision is effective for Outside Counsel's other client.

Outside Counsel's failure to provide City with an MFN Notice shall not limit or otherwise impact City's right to enjoy the benefits of the applicable More Favorable Provision(s).

VI. BILLINGS AND PAYMENTS

A. Billings

1. Outside Counsel shall submit its billing statement monthly in arrears, no later than the tenth of the month following the month service was rendered.

Outside Counsel and City Attorney recognize that legal services performed under this Agreement are being paid for with tax dollars from the citizens of the City of Los Angeles and that, therefore, a heightened duty of care exists in both Outside Counsel and City Attorney to ensure that Outside Counsel scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying out the goals of this Agreement. Outside Counsel pledges to observe a duty of reasonableness and cost effective representation in all aspects of this Agreement. Accordingly, each billing statement shall contain a certification signed by the Consultant and shall include the following:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Consultant's Signature)

2. The City will not pay for more than one attorney doing any particular task unless City Attorney has given its prior written approval. The City will not pay for two or more attorneys attending the same deposition or court appearance. The City will pay for the time recorded by more than one attorney for in-office conferences, but only if the conference is an occasional and necessary strategy meeting relating to some significant legal event or proceeding.

The City shall not pay for duplicative time charges by two or more attorneys, e.g., for legal research, reviewing documents, drafting documents, except as approved in writing by City Attorney. The City shall not pay for "training" or "apprenticeship" time. The City shall not pay for the involvement of attorneys who work on the case irregularly or sporadically, unless a particular attorney has a special expertise that substantially advances the prosecution/defense of the case.

3. Use of staff must be at the least costly staffing level. Senior attorneys performing contract drafting or other work which could be done by associate attorneys will only be compensated at the associate attorney rate. Use of paralegals is encouraged providing they meet the requirements set forth herein. Assignment of work to paralegals should not result in duplicative activity between attorneys and paralegals, or the reworking or rewriting of paralegals' work product by attorneys. The City will not pay for paralegal time spent performing clerical/secretarial work (e.g., filing, indexing, sorting, organizing, photocopying and bates stamping documents) unless the City has given its prior written approval. City expects paralegals to perform true paralegal work, e.g., research, document productions, preparing discovery or responses, interviewing witnesses. Work expected to be performed by paralegals but performed by attorneys and billed at the attorney rate will be compensated only at the paralegal rate.

4. Billings under this Agreement shall not be made in more than one-tenth of an hour (six minute) increments, and shall represent the devotion of a full six minutes before such an increment is billed. Under no circumstances shall Outside Counsel use "block billing" procedures, wherein a list of series of activities is done each day with only an aggregate amount of time specified. Instead, Outside Counsel shall provide a detailed specific entry for each separate task and sub-task reflecting the time for such task or subtask. All tasks set forth in Outside Counsel's billing documentation shall be highly specific and highly detailed. Overly generalized listings of task descriptions such as "review contract" or "prepare for negotiations" will not be acceptable. Outside Counsel shall provide a detailed description of each action as described below.

6. Each billing statement shall be identified by a unique number and itemized to include:

- a) Case name and case number;
- b) Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal;

1) Each activity shall be billed in a reporting format acceptable to City Attorney.

2) A detailed description of specific activities for each attorney and/or paralegal shall include, but is not limited to:

- (a) In-person conferences.
- (b) Telephone call(s).
- (c) Correspondence.
- (d) Depositions.
- (e) Case reports.
- (f) Pleading, brief or opinion drafting.
- (g) Hearings.
- (h) Research, including computerized legal research databases.
- (i) Case reviews.
- (j) Trials.

- c) Total current monthly fees billed for each staffing level;
- d) Total cumulative fees billed for each staffing level;
- e) Total current monthly expenses billed in the following categories:
 - 1) Consultant and expert witness expenses;
 - 2) Deposition and transcript expenses;
 - 3) Other miscellaneous expenses.
- f) Total cumulative expenses to date billed in (e) above.

B. Payments

City shall make payment(s) for services rendered under this Agreement based on the monthly, itemized billing statement(s) Outside Counsel submits to City Attorney. City Attorney's legal and accounting staff shall review all billing statements in accordance with City's review procedures. City shall make its best effort to process payments promptly after receiving Outside Counsel's monthly billing statement. City shall not pay interest or finance charges on any outstanding balance(s).

For payment and processing, all original billing statements should be emailed to: Khee@portla.org and mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

C. Audit

For at least three years after completion of services under this Agreement or termination of this Agreement, Outside Counsel and any third party retained by Outside Counsel to assist in the performance of this Agreement, shall maintain backup documentation to support all entries included in the monthly billing statement. Such backup documentation shall be maintained in an auditable format and in accordance with generally accepted accounting principles. City Attorney, at its sole discretion, may, at any time up to three years beyond the completion of services or termination of this Agreement, audit Outside Counsel and any third party retained by Outside Counsel to assist in the performance of this Agreement. Outside Counsel and any such third parties shall promptly and fully cooperate with the audit, including affording City Attorney and/or its auditors access to records and files maintained by Outside Counsel and the third party.

VII. NOTICES

All invoices, notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to City Attorney or Outside Counsel at the addresses below, or at any other address City Attorney or Outside Counsel shall provide in writing to each other:

A. If invoice to City Attorney:

For payment and processing, all original billing statements should be emailed to: Khee@portla.org and mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

If notice or a report to City Attorney:

City Los Angeles, Harbor Department
Office of the City Attorney
425 S. Palos Verdes Street
San Pedro, California 90731
Attention: JOY M. CROSE

If notice concerning conflict of interest to City Attorney:

Anne Haley, Assistant City Attorney
City of Los Angeles
Office of the City Attorney
200 North Main Street 8th Floor, City Hall East
Los Angeles, California 90012-4130

B. If notice to Outside Counsel:

MEYERS NAVE
AMRIT KULKARNI
707 Wilshire Blvd., 24th Floor
Los Angeles, CA 90017

VIII. ASSIGNMENT

A. No part of this Agreement or any right or obligation arising from it is assignable without City's prior written consent.

B. Any attempt by Outside Counsel to assign or subcontract services relating to this Agreement without City's prior written consent shall constitute a material breach of this Agreement.

IX. STANDARD TERMS AND CONDITIONS

Standard terms and conditions for City outside legal services contracts are attached as Exhibit A.

X. MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City, City Attorney and Outside Counsel relating to the subject matter of this Agreement.

XI. SMALL/VERY SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Outside Counsel shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit D.

NOTE: Prior to being awarded a contract with the City, Outside Counsel and all subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XII. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Outside Counsel agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XV. ORDER OF PRECEDENCE

The terms and conditions contained in the body of this Agreement shall supersede, control and prevail over any conflicting term or condition contained in any other document, including, but not limited to, Exhibit A.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective, duly authorized representatives.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By: _____
EUGENE D. SEROKA
Executive Director

Date _____

Attest: _____
AMBER M. KLESGES
Board Secretary

THE CITY OF LOS ANGELES,
a municipal corporation

By _____
KATHLEEN KENEALY,
Chief Deputy City Attorney

Date _____

MEYERS NAVE, A PROFESSIONAL CORPORATION

By  _____
AMRIT KULKARNI
Principal



Date March 2, 2021

APPROVED AS TO FORM AND LEGALITY

March 22, 20 21

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: 

Account #	54410	W.O. #	
Ctr/Div #	0120	Job Fac. #	
Proj/Prog #			
Budget			
	FY:	Amount:	
	FY20-21	15,000	
	FY21-22	15,000	
	FY22-23	45,000	
	FY23-24		
	TOTAL	75,000	
For Acct/Budget Div. Use Only:			
Verified by:		<small>Digitally signed by M. Upde Date: 2021.03.19 12:17:21 -0700</small>	
Verified Funds Available:		<small>Digitally signed by Frank Lu Date: 2021.03.19 12:17:22 -0700</small>	
Date Approved:	3/19/21		

City Business License Number: 536756

Internal Revenue Service ID Number: 94-3050358

Council File/CAO File Number: N/A

Harbor Department Contract Number: _____

EXHIBIT A

Placeholder for Exhibit A, Standard Terms and Conditions

EXHIBIT B

MEYERS NAVE HOURLY RATES

A. The specific hourly rates for each authorized timekeeper shall not exceed the following:

Authorized Timekeeper	Title	Hourly Rate
Amrit Kulkarni	Principal	\$465
Gregory Newmark	Principal	\$465
Shaye Diveley	Principal	\$465
Shiraz Tangri	Principal	\$465
Bryan Brown	Of Counsel	\$400
Viviana Heger	Of Counsel	\$400
Peter Hayes	Of Counsel	\$400

B. The hourly rate for each timekeeper category shall not exceed the following:

Title	Hourly Rate
Principal	\$465
Of Counsel	\$400
Associate	\$350
Paralegal	\$200

EXHIBIT C

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER



ACCOUNT NUMBER
0000536756

LEGAL NAME
MEYERS NAVE RIBACK SILVER & WILSON APC

TAX STATUS
CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>						
0001		707 WILSHIRE BLVD FL 24 LOS ANGELES CA 90017-3501	09/05/2001		Y	Council District 14	None						
<table border="1"> <thead> <tr> <th><u>FCC</u></th> <th><u>DESCRIPTION</u></th> <th><u>START OF ACTIVITY</u></th> </tr> </thead> <tbody> <tr> <td>L049</td> <td>Professions / Occupations</td> <td>01/01/2007</td> </tr> </tbody> </table>								<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>	L049	Professions / Occupations	01/01/2007
<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>											
L049	Professions / Occupations	01/01/2007											

EXHIBIT D
SMALL BUSINESS DEVELOPMENT PROGRAM