

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, dated solely for purposes of identification this _____ day of _____, 2023, is made and entered into by and between the CITY OF RIVERSIDE, a California municipal corporation and charter city, hereinafter referred to as “RIVERSIDE,” and BUCHALTER, a professional corporation, hereinafter referred to as “LAW FIRM.”

WITNESSETH

WHEREAS, the City Attorney of Riverside (hereinafter City Attorney) is the chief legal advisor and litigator for RIVERSIDE and is charged with the responsibility of protecting the interests of RIVERSIDE and its officers and employees in actions or proceedings to which RIVERSIDE is a party, or to which its officers, employees, former officers, or former employees are parties by reason of any act allegedly arising out of their employment or by reason of their official capacity with RIVERSIDE; and

WHEREAS, RIVERSIDE, acting through the City Attorney, has, on occasion, need of assistance of outside counsel in maintaining or defending such actions or proceedings or in otherwise obtaining legal advice or legal services related to protecting the interests of RIVERSIDE; and

WHEREAS, LAW FIRM represents that it possesses the requisite skills, qualifications, experience, licenses and resources necessary to render effective assistance as hereinafter required.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICES TO BE PROVIDED:

A. LAW FIRM may be assigned by the City Attorney, from time to time, matters in which LAW FIRM shall represent the interests of RIVERSIDE, its officers, employees, former officers, former employees, or indemnitees, as directed by the City Attorney.

B. The City Attorney shall assign any such matter to LAW FIRM by forwarding either (1) RIVERSIDE’s file or other documentation pertaining to the matter, or (2) if the matter pertains to litigation filed against the City, a copy of the Summons and Complaint or Petition or other document initiating the action or proceeding along with a copy of any investigative file the City Attorney may receive from the Risk Management Office of RIVERSIDE

or any other source, and a cover letter (i) assigning said matter or case to LAW FIRM, (ii) specifying the services requested, and (iii) designating the contact attorney in the City Attorney's Office (hereinafter Contact Attorney).

C. RIVERSIDE, acting through the City Attorney, shall have the right to designate a particular attorney or attorneys in LAW FIRM to act as lead counsel (Lead Attorney) at the time a matter is first assigned to LAW FIRM or at any time during LAW FIRM's retention by RIVERSIDE, and shall have the further right to change the attorney(s) designated as lead counsel at any time. Nothing herein shall be construed to make any employee of LAW FIRM a special employee of RIVERSIDE for purposes of Worker's Compensation statutes.

D. LAW FIRM shall have the right to reject an assignment from RIVERSIDE by notifying the City Attorney within ten (10) days following receipt of the assignment (but shall notify the City Attorney at the earliest possible time if the time constraints surrounding the assignment warrant an earlier response), or to discontinue LAW FIRM's representation of RIVERSIDE upon the discovery of any conflict of interest LAW FIRM may have or upon the unavailability of the Lead Attorney requested by the City Attorney.

E. LAW FIRM, upon acceptance of the assignment, and as set forth in Section 2E below, shall submit to the City Attorney an engagement letter and an anticipated budget for the representation of the City in the retained matter. All billing shall keep a running total of the amounts expended to date in relation to the budget.

F. LAW FIRM shall, within thirty (30) days of receipt of any litigation matter, furnish to the City Attorney or the Contact Attorney LAW FIRM's initial evaluation of the case or proceeding, including LAW FIRM's opinion of RIVERSIDE's liability exposure and whether RIVERSIDE's excess liability carrier (if any) should be placed on notice of the case or claim. LAW FIRM shall further determine if and to what extent other parties may share in such liability or are expressly or impliedly obligated to defend RIVERSIDE or its officers or employees.

G. LAW FIRM shall forward to the Contact Attorney copies of all pleadings, motions, and discovery documents prior to filing with the court or other tribunal, time permitting, and in no event later than the date of filing.

H. LAW FIRM shall use the investigative resources designated by the City Attorney or Contact Attorney, unless the City Attorney or Contact Attorney approve, in advance, the retention of other investigators by LAW FIRM. Any request for investigation which would

likely exceed Five Hundred Dollars (\$500.00) must be approved, in advance, by the City Attorney or Contact Attorney.

I. LAW FIRM shall, prior to deposing any person, obtain the approval of the City Attorney or Contact Attorney.

J. LAW FIRM shall not, and is not authorized to, enter into any stipulations other than those relating to routine procedural matters without first obtaining authority from the City Attorney or the Contact Attorney. LAW FIRM is advised that stipulations concerning substantive matters may require approval of the City Council acting at a City Council meeting.

K. LAW FIRM is not authorized to accept service of summonses, complaints, or cross-complaints on behalf of RIVERSIDE, or its officers, employees, former officers, former employees, or indemnitees, without prior approval of the party concerned or the City Attorney in the case of service upon RIVERSIDE.

L. LAW FIRM shall furnish quarterly status reports to the City Attorney for each case or matter assigned to LAW FIRM. Said reports shall include LAW FIRM's then-current evaluation of RIVERSIDE's liability, RIVERSIDE's exposure, methods to reduce RIVERSIDE's exposure, LAW FIRM's plan pertaining to representation of the parties under this Agreement and the amount of fees and costs expended to date in relation to the projected budget.

M. LAW FIRM shall, at least three (3) weeks prior to any settlement conference, furnish a letter to the City Attorney setting forth LAW FIRM's evaluation of RIVERSIDE's liability exposure, the likelihood of prevailing in the case, LAW FIRM's settlement recommendations, and a settlement authority request, if any.

N. LAW FIRM shall not directly contact any officer or employee of RIVERSIDE (except those persons whom LAW FIRM represents in such litigation) without the consent of the City Attorney or the Contact Attorney.

O. LAW FIRM is not authorized to incur any expenses or costs for experts, doctors, consultants, or specialists without first obtaining authorization from the City Attorney or the Contact Attorney.

P. LAW FIRM shall perform the services provided pursuant to this Agreement in a professional and ethical manner and to the satisfaction of the City Attorney.

2. COMPENSATION

A. RIVERSIDE agrees to pay, and LAW FIRM agrees to accept, as full

compensation for LAW FIRM's services, compensation at the hourly rates for the positions shown on Exhibit "A" attached hereto and incorporated by this reference herein. LAW FIRM represents that the hourly rates shown in Exhibit "A" are the most favorable rates charged to current municipal entities. The City Council may approve increases of the hourly rates of the positions shown on Exhibit "A" in July of each year.

B. RIVERSIDE will, in addition, reimburse LAW FIRM for reasonable out-of-pocket expenses, excluding normal and customary overhead, paid by LAW FIRM in connection with the work assigned to LAW FIRM, such as printing and copying costs (of legal documents) actually paid by LAW FIRM, long distance telephone calls, and travel costs so long as first approved by the City Attorney or the Contact Attorney. Normal and customary overhead includes, but is not limited to, items such as secretarial time or overtime, internal or in-house photocopying or facsimile transmissions, and charges for WESTLAW, LEXIS or any similar computerized legal research database. LAW FIRM shall pay the service provider directly for items such as securing records, service of subpoenas, court reporter fees, court costs, and include such expenses in the monthly invoice to RIVERSIDE. RIVERSIDE shall pay LAW FIRM monthly for LAW FIRM's services.

C. LAW FIRM shall submit monthly itemized invoices to RIVERSIDE which document the hours worked in increments of one-tenth of an hour, the persons performing the work, the files or items on which work was undertaken, and the applicable hourly rates. An itemization of reimbursable expenses claimed by LAW FIRM, supported by receipts, shall be included in the monthly invoice.

D. RIVERSIDE shall pay the reasonable charges on the approved monthly invoice in accordance with RIVERSIDE's customary practice and procedure.

E. LAW FIRM shall, within thirty (30) days of receipt of any matter (whether litigation or transactional) prepare and forward to the City Attorney for review and approval a proposed budget for the matter. The budget shall be based upon a good faith estimate of the total fees and costs which RIVERSIDE can expect to incur for LAW FIRM's services together with any other related fees and costs which RIVERSIDE can expect to incur with regard to the matter (including without limitation any fees or costs for outside contract services, experts, witnesses, investigations, and depositions.) Said budget shall be reviewed at least quarterly by LAW FIRM and compared to actual billings to date. If at any time LAW FIRM believes, or has reason to

believe, that the total fees and costs for the matter will exceed the approved budget, LAW FIRM shall immediately so advise the City Attorney or Contact Attorney, explain the reasons therefore, and prepare and submit a proposed revised budget for the City Attorney's review and approval.

3. AMENDMENT

This Agreement may only be amended by written agreement of the parties after approval by the Riverside City Council.

4. ASSIGNMENT

LAW FIRM shall not assign or transfer LAW FIRM's interest in this Agreement without the written consent of the City Attorney.

5. COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Agreement, LAW FIRM agrees to abide by and conform to all applicable laws of the United States and the State of California, as well as to the Charter, ordinances, and policies of RIVERSIDE.

6. CAPACITY AS INDEPENDENT CONTRACTOR

LAW FIRM and its employees shall perform its/their obligations under this Agreement as independent contractors and not as an officers or employees of RIVERSIDE.

7. CONFLICTS OF INTEREST

It is recognized that LAW FIRM may have clients who may, from time to time, have interests adverse to RIVERSIDE. LAW FIRM reserves the right to represent such clients in matters not connected with cases or matters assigned to LAW FIRM by RIVERSIDE. In the event LAW FIRM represents or proposes to represent a client who may have interests adverse to RIVERSIDE, LAW FIRM shall immediately, upon discovering the possible adverse interest, provide written notice to RIVERSIDE of the possible adverse interest. In addition, LAW FIRM and its principals and employees agree to comply with any obligations they may have under California Government Code Section 87100 *et seq.*

8. TERMINATION

This Agreement and all legal services to be rendered hereunder may be terminated at any time by RIVERSIDE with or without cause. Upon such termination, or upon the conclusion of such services by LAW FIRM, all finished and unfinished documents, case data and reports, both originals and all copies, relating to such matter and then in the possession of LAW FIRM are recognized to be the property of RIVERSIDE and shall immediately be placed in the physical

possession of RIVERSIDE by LAW FIRM. LAW FIRM shall immediately execute any substitution of attorney form requested by the City Attorney. In the event of such termination, LAW FIRM shall be paid for services satisfactorily rendered. If termination is for cause, compensation due to LAW FIRM, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

9. INDEMNIFICATION

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, LAW FIRM agrees to indemnify, defend (at RIVERSIDE's option), and hold harmless RIVERSIDE from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with LAW FIRM's (or LAW FIRM's subcontractors, if any) performance or failure to perform, under the terms of this Agreement, excepting only that portion of such claims, demands, defense costs, liability or consequential damages arising out of the active negligence or willful misconduct of RIVERSIDE.

10. INSURANCE

A. LAW FIRM shall secure and maintain during the term of this Agreement the following insurance coverage with limits as specified for each type of insurance:

(i) Comprehensive General Liability Insurance, including automobile coverage and contractual liability coverage, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit (no annual aggregate);

(ii) Workers' Compensation Insurance as required by California statutes;

(iii) Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00), and LAW FIRM shall maintain such coverage for at least one (1) year from the termination of this Agreement.

B. Prior to commencing any work under this Agreement, LAW FIRM shall deliver to RIVERSIDE insurance certificates confirming the existence of the insurance required by this Agreement.

C. The insurance requirements contained in this Paragraph 10 may be modified or waived with the written approval of RIVERSIDE's Risk Manager.

11. NOTICES

A. Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute, may be given by RIVERSIDE by personal delivery or by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to LAW FIRM at LAW FIRM's address shown in Exhibit "A" or any new address provided by LAW FIRM in writing to RIVERSIDE. Service of said notice or demand on LAW FIRM shall be complete five (5) days after deposit of said notice or demand in the mail, or upon the date of personal delivery to the office of LAW FIRM, at the address shown on Exhibit "A," whichever date is earlier.

B. Any notice or demand required or permitted by the terms of this Agreement, or by any law or statute, may be given by LAW FIRM by personal delivery or by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to CITY OF RIVERSIDE at: 3900 Main Street, Riverside California 92522; Attention: City Clerk, with a copy to the City Attorney. Service of said notice or demand on RIVERSIDE shall be complete five (5) days after deposit of said notice or demand in the mail, or upon the date of personal delivery to the office of the City Clerk of Riverside, at the address hereinabove set forth, whichever date is earlier.

12. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written representations or written agreements which may have been entered into between the parties. No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

13. EFFECTIVE DATE AND AUTHORITY

A. LAW FIRM and LAW FIRM's signatories represent that the signatories hold the positions set forth below their signatures and that the signatories are authorized to execute this Agreement on behalf of LAW FIRM and to bind LAW FIRM hereto.

B. The effective date of this Agreement shall be the date first written above.

C. The term of this Agreement shall not exceed three (3) years.

14. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Riverside.

15. NONDISCRIMINATION

During LAW FIRM's performance of this Agreement, LAW FIRM shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, LAW FIRM agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

18. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and any attachments attached hereto, the terms of this Agreement shall govern.

19. WAIVER

A waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

20. DIGITAL AND COUNTERPART SIGNATURES. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual

signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF RIVERSIDE, a California municipal corporation and charter city

By: _____
Phaedra A. Norton
City Attorney

Attest:

City Clerk

Approved as to Form:

By: *Susan Wilson*
Susan Wilson (Oct 5, 2023 12:00 PDT)
Assistant City Attorney

BUCHALTER

By: *Nora Sheriff*
Nora Sheriff (Oct 5, 2023 16:16 PDT)
Print Name: Nora Sheriff
Its: Managing Partner

EXHIBIT "A"
HOURLY RATES

1) Address of LAW FIRM:

BUCHALTER, a professional corporation

425 Market Street

29th Floor

San Francisco, CA 94105-2491

2) Hourly rates:

Nora E. Sheriff: \$605

Billing Guidelines

In a continuing effort to clearly communicate the City's expectations to our retained counsel to ensure we are fiscally responsible and good stewards of the taxpayers' funds, and to build community trust below are guidelines that are to be followed for any work completed on our behalf. Any exception or deviation of these guidelines must have prior written approval from the City, or the billing item will be disallowed.

- A detailed description of all time billed must be broken out by each task with a notation of the time devoted to such task. No block billing will be accepted.
- No billing for legal research that is within the purported expertise of the lawyer hired will be accepted. Any time spent educating junior lawyers in the substantive law or researching matters considered to be common knowledge among reasonably experienced counsel in a jurisdiction should not be billed.
- No billing for internal conferences between lawyers of the same firm will be accepted, unless authorized by the City.
- No excessive or repeated review of file, pleadings, depositions, medical records etc., will be accepted.
- No more than one lawyer to make appearances at meetings, court, depositions, etc. Only the primary assigned lawyer may appear before the Court. Prior written approval must be obtained before any other lawyer(s) appear. Any change in the primary assigned lawyer requires the prior written approval of the City. The City retains the discretion to remove any attorney assigned to the matter.
- Whenever practicable, Court Call, Zoom, or other virtual platform should be utilized for routine court appearances.
- Legal research in excess of four hours during the pendency of the case must have prior City approval.
- The City of Riverside considers the following costs part of outside counsel's overhead and will not accept charges for the following items: computer; secretarial; word processing; messenger services provided by a firm employee; email; incoming facsimiles; rent; conference rooms; lighting; air conditioning; supplies; library staff; library use and materials; clerks; proofreaders; organizing, reorganizing and maintaining files; indexing and tabbing materials; creating and organizing files; corresponding with vendors; processing vendors bills; organizing files for storage; collating; copying documents; ordering and instructing vendors; general clerical functions; and overtime. Exception must have prior City approval.
- The City expects counsel to limit and/or avoid unnecessary travel through teleconferencing or use of virtual platforms. Travel must have prior written approval from the City.
- Outside counsel are not authorized to retain any outside vendors/consultants without City approval. The budget for any outside vendor/consultant shall not exceed Fifty Thousand dollars (\$50,000) without City Council approval in accordance with the Procurement Resolution and the City Attorney's authority under Section 205.
- All billing will be done in accordance with the highest ethics of the legal profession (e.g. prohibited billing practices - double-billing, value billing, expense reimbursement without supporting documentation, etc.)
- Invoices shall be submitted monthly to CAOinvoices@riversideca.gov