

## **CITY OF SIGNAL HILL**

### **AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES**

#### **1. PARTIES AND DATE**

This Agreement is made and entered into as of the 22nd day of June, 2021, by and between the City of Signal Hill, a California municipal corporation ("City") and Best Best & Krieger LLP, a California Limited Liability Partnership engaged in the practice of law ("BB&K").

#### **2. RECITALS**

2.1 City wishes to engage the services of BB&K as its City Attorney to perform all necessary legal services for the City on the terms set forth below. For purposes of this Agreement, the term "City" shall include the community's Successor Agency, Housing Authority, and any other affiliated entities.

#### **3. TERMS**

3.1 Term. The term of this Agreement shall commence on June 22, 2021 and shall continue in full force and effect for a period of five years or until terminated in accordance with Section 3.12. At the conclusion of the initial term, the City and BB&K shall have the option of renewing this Agreement for two additional five year terms.

3.2 Scope of Services. BB&K shall serve as City Attorney and shall perform legal services ("Services") as may be required from time to time by the City as set forth by this Agreement, unless otherwise agreed to by the City and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the City;

3.2.2 Provision of legal counsel at such other meetings as directed by the City;

3.2.3 Preparation or review of City ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the City;

3.2.4 Rendering to the officers and employees of the City legal advice and opinions on all legal matters affecting the City, including new legislation and court decisions, as directed by the City;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City on legal matters pertaining to City operations, as directed by the City;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the City;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the City;

3.2.8 Representing and assisting on litigation matters, as directed by the City. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the City, and any officer or employee of the City, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the City or its agents or attorneys with respect to any lawsuit filed against the City or any officer or employee thereof, for money or damages.

3.3 Designated City Attorney. Matthew E. Richardson shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. HongDao Nguyen shall be designated as Assistant City Attorney, and shall attend such meetings as may be requested by the City Attorney. Matthew E. Richardson shall be designated as Successor Agency Counsel. No change in these assignments shall be made without the consent of the City.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the City.

3.5 Assistance. The City agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the City and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" which is attached hereto and incorporated herein by reference. In addition, the City shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a City. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the City a detailed statement of account for Services. The City shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The City and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K shall carry errors and omissions insurance and comply with such other requirements set forth in Exhibit "B" of this Agreement. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy shall be available upon City's request.

3.11 Attorney-City Privilege. Confidential communication between the City and BB&K shall be covered by the attorney-City privilege. As used in this article, "confidential communication" means information transmitted between the City and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the City is aware, discloses the information to no third persons other than those who are present to further the interests of the City in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the City and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the City.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City: City of Signal Hill  
2175 Cherry Avenue, Signal Hill CA 90755  
Attention: City Manager

BB&K: 18101 Von Karman Ave, Suite 1000  
Irvine, CA 92612  
Attention: Matthew Richardson

3.20 Indemnification.

(A) BB&K 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 from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

(B) City acknowledges that Matthew E. Richardson is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, City is responsible for defense and indemnity of the appointed City Attorney to the extent provided in Government Code Sections 825, et seq. and 995, et seq. Therefore, City agrees to undertake its statutory duty and indemnify the appointed City Attorney against and will hold and save them harmless from, any and all 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 the appointed City Attorney within the course and scope of its performance hereunder, but nothing herein shall require City to indemnify the appointed City Attorney for liability arising from his own negligence or alleged negligence.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement for City Attorney Legal Services as of the date first written above.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

**SIGNATURE PAGE TO  
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES**

**CITY OF SIGNAL HILL:**

[Redacted Signature]

Title: Mayor

Date: June 25, 2021

**ATTEST:**

By: [Redacted Signature]

Name: Carmen R. Brooks

*Deputy*  
Title: City Clerk

Date: June 24, 2021

**BEST BEST & KRIEGER:**

By: [Redacted Signature]

Name: Matthew E. Richardson

Title: Partner

Date: June 23, 2021

**EXHIBIT A**  
**TO**  
**AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES**

**BILLING ARRANGEMENTS**

Legal services shall be billed to the City at the rates set forth below. Commencing on the first July 1 following the approval of this Agreement, and continuing every July 1 thereafter, BB&K shall submit to the City Manager updated rates, enumerating changes to personnel and hourly rates.

**General Counsel Legal Services**

For General Counsel Legal Services BB&K will bill the City a rate of \$225 per hour for attorneys and \$165 per hour for paralegals, clerks, litigation analysis, and municipal analysts.

General Counsel Legal Services include the following:

- Attendance at meetings (City Council, Planning Commission, and other requested)
- Preparation and review of ordinance, agreements, contracts, and related documents
- Brown Act
- Conflicts of interest
- Monitoring of pending and current state and federal legislation and case law
- Code Enforcement
- Day-to-day legal support for City staff
- Other general legal services not covered in the areas below

**Advanced Records Center (ARC)**

For Advanced Records Center (ARC) Public Records Act services, BB&K will bill the City a rate of \$190 per hour for Attorneys, Paralegals, and Municipal Analysts.

**Special Counsel Legal Services**

For Special Counsel Legal Services, BB&K will bill the City a rate of \$325 per hour Attorneys and \$165 per hour for Paralegals, Clerks, Litigation Analysts, and Municipal Analysts.

Special Counsel Legal Services include the following:

- Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- Acquisition, disposal, and resolution of real estate, easements, right-of-ways, leases, licenses, and other property transactions
- Environmental law (CEQA) matters
- Public works/capital contracts and related requirements of the California Uniform Construction Cost Accounting Code
- Personnel and disability laws

- Employee relations and labor negotiation matters
- Water law matters
- Fee collection, cost recovery, and ratemaking governed by Propositions 26 and 218, AB 1600, and other state and federal requirements
- Tort liability and risk management matters
- Fees, taxes, and assessments matters
- Redevelopment dissolution matters
- Litigation and formal administrative or other adjudicatory hearing matters
- Telecommunications matters
- Election law matters
- Other matters mutually agreed upon between BB&K and the City

#### Applicant-Initiated Reimbursable Services

For Applicant-Initiated Reimbursable Services, BB&K will bill the City its then-current private rates.

#### Reimbursements

Reimbursement of costs advanced by BB&K on behalf of the City as well as other expenses will be billed at actual cost. These currently include but are not limited to mileage at the IRS authorized rate; actual expenses for being away from our offices on City business; postage; legal research; and any cost of printing or reproducing documents, photographs, or other items necessary for legal representation.

#### Cost of Living Adjustment

BB&K will increase the rates in this agreement annually on the anniversary of the Effective Date, in accordance with increases in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area subject to the following caps: 2.25% for years 2 and 3, and 2.5% for years 4 and 5.

#### Agreement Regarding Rate Categories

If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee.



**EXHIBIT B**  
**TO**  
**AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES**

**INSURANCE REQUIREMENTS**

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.