

**EXHIBIT A
FIRST AMENDMENT TO THE
AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SEAL BEACH AND
THE REDEVELOPMENT AGENCY
OF THE CITY OF SEAL BEACH DATED JUNE 25, 2007**

That certain agreement for legal services dated June 25, 2007 between the City of Seal Beach, the Redevelopment Agency of the City of Seal Beach and Richards, Watson & Gershon (“Agreement”) is hereby amended as follows, to be effective as of July 1, 2018:

1. All references in the Agreement to the “Redevelopment Agency of the City of Seal Beach” shall be changed to “Successor Agency to the Redevelopment Agency of the City of Seal Beach.”
2. Section 2, “City Attorney and Redevelopment Agency Counsel” is hereby amended in its entirety to read as follows:
“Craig Steele is designated as the City Attorney, and counsel to the Successor Agency to the Redevelopment Agency of the City of Seal Beach and other City agencies and authorities. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Steele in the performance of legal services.”
3. Exhibit A to the Agreement is amended and replaced with the attached Exhibit A, which is incorporated into the Agreement by this reference. Underlined text is added, text shown in ~~strikethrough~~ is deleted.
4. Every provision of the Agreement not changed by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.


[SIGNATURES ON FOLLOWING PAGE]

CITY OF SEAL BEACH AND SUCCESSOR
AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SEAL BEACH

DATE: July 23, 2018

By 
MIKE VARIPAPA, MAYOR

ATTEST:


ROBIN ROBERTS, MMC, CIT



RICHARDS, WATSON & GERSHON
A Professional Corporation

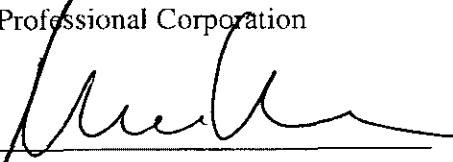
By 
KAYSER O. SUME, CHAIRMAN

EXHIBIT A

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

The general legal services to be provided by the Firm shall include:

- a. Provide routine legal assistance, advice and consultation to the City Council, Agency and to City and Agency staff, which do not fall within the categories of services listed below in Sections 2, 3, 4 and 5, relating to land use, CEQA, general municipal law issues, routine real estate matters, routine issues arising from franchises, enforcement of the Municipal Code, potential tort liability and risk management;
- b. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents;
- c. Review environmental documents;
- d. Provide legal assistance and advice relating to routine personnel and employment matters, including the drafting of employment agreements;
- e. Attend all regular meetings of the City Council, Redevelopment Agency Board, Planning Commission, and such other commission meetings as may from time to time be specified by the City;
- f. Monitor pending state and federal legislation and regulations, and new case law, as appropriate;
- g. Monitor services provided by special legal counsel;
- h. Conduct training sessions for City Officials regarding the Brown Act, Political Reform Act and ethics;
- i. Attend office hours six hours a week; and
- j. Perform additional general legal services as may be requested by the City Council, Agency Board, City Manager or Executive Director.

The general legal services specified in this Section shall be provided pursuant to a retainer in the sum of ~~\$20,000~~ \$20,500 per month. In the event City requires more than 100 hours of general legal services in any three consecutive months, City Manager and City Attorney will confer as to whether certain general services should be treated as Special Services pursuant to Section 3i.

2. ADDITIONAL SERVICES

The following services shall be considered Additional Services and shall not be included within the category of General Services:

- a. Litigation matters and insurance coverage disputes;
- b. Environmental Legal Services (beyond those specified as general legal services), including but not limited to legal services performed in connection with the preparation of environmental impact reports.
- c. Real Estate Services (beyond the routine real estate matters specified as general legal services) such as the preparation and review of complex leases and purchase and sale agreements and services performed in connection with the sale or acquisition of property by purchase, lease, eminent domain or otherwise;
- d. Legal Services performed in connection with federal, state and local taxation;
- e. Franchise Negotiations and drafting of franchise agreements;
- f. Legal Services performed in connection with sand replenishment;
- g. Redevelopment Agency Legal Services; and
- h. Any other matters specifically approved by the City Council.

The additional services specified above shall be billed at the regular hourly rate of the attorney or attorneys providing such services, with a 15% discount. The determination as to whether a particular matter or assignment is to be considered additional services, as opposed to general legal services, will be made jointly by the City Attorney and the City Manager.

3. SPECIAL SERVICES

The following services shall be considered Special Services and shall not be included within the category of General Services:

- a. Labor Relations, Personnel and Employment Advice, (beyond those specified as general legal services), including advice relating to labor relations matters, personnel and employment matters and negotiation of memoranda of understanding;
- b. Police Legal Services matters;
- c. Nuisance abatement;
- d. Preparation of Charter amendments;
- e. Preparation of the Zoning code;

- f. Preparation of Municipal Code amendments;
- g. Preparation of the City's Local Coastal Plan;
- h. Legal Services performed in connection with any election; and
- i. If approved by the City Manager, any legal services performed in connection with a project that would otherwise be general services but, due its complexity or duration, is a special service.

The special services specified above shall be billed at the hourly rate of ~~\$300~~ \$310. Commencing July 1, ~~2010~~ 2019, and every year thereafter, the hourly rate for special services shall automatically increase by the annual percentage increase in the salaries the City pays to its management employees.

4. EXTRAORDINARY SERVICES

The following services shall be considered Extraordinary Services and shall not be included within the category of General Services:

- a. Bond Counsel, Disclosure Counsel, Issuer's Counsel and Similar Services;
- b. Legal Services performed in connection with the proposed development of major property in the City, including but not limited to the property commonly known as the DWP site, including review of environmental documents prepared in connection therewith;
- c. Legal Services performed in connection with special assessments; and
- d. Legal Services performed in connection with hazardous and toxic waste, including but not limited to work related to compliance with state and federal pollution control standards such as the National Pollution Discharge Elimination System (NPDES) permit program.

The additional services specified above shall be billed at the regular hourly rate of the attorney or attorneys providing such services. Bond counsel, disclosure counsel, issuer's counsel and similar services shall be compensated at the Firm's then current standard hourly rates, not to exceed a cap which the City Manager believes would be a standard fee for a similar sized transaction of equal complexity.

5. CITY PROSECUTOR SERVICES

The Firm shall perform criminal prosecutions of Municipal Code violations at the hourly rate of ~~\$165.00~~ \$175.00.

RICHARDS| WATSON| GERSHON

2014 STANDARD BILLING RATES

	YEARS OF PRACTICE	HOURLY RATE
SHAREHOLDERS	20+	\$425 - \$500
SHAREHOLDERS	15+	\$415
SHAREHOLDERS	7+	\$395
SR. ATTORNEYS	20+	\$415 - \$440
SR. ATTORNEYS	15+	\$400 - \$415
SR. ATTORNEYS	7+	\$385
ASSOCIATES	6+	\$295
ASSOCIATES	5+	\$295
ASSOCIATES	4+	\$285
ASSOCIATES	3+	\$275
ASSOCIATES	2+	\$270
ASSOCIATES	1+	\$250
ASSOCIATES	1-	\$225
LAW CLERKS		\$195
SR. PARALEGALS		\$170 - \$195
PARALEGALS		\$150
LITIGATION SUPPORT		\$155

**AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SEAL BEACH AND
THE SEAL BEACH REDEVELOPMENT AGENCY**

This Agreement is made and entered into by and between the law firm of RICHARDS, WATSON & GERSHON, a professional corporation ("Firm"), and the CITY OF SEAL BEACH and the SEAL BEACH REDEVELOPMENT AGENCY (collectively "City").

RECITALS

- A. The Firm has been discharging the duties of the offices of City Attorney in accordance with Section 704 of the Seal Beach City Charter since 1972 and has been Legal Counsel to the Seal Beach Redevelopment Agency since its inception.
- B. Since 1972, there has been a series of contracts and amendments concerning the terms of the relationship between the Firm and the City.
- C. On October 24, 2005, the Seal Beach City Council adopted a report entitled, "Use of Attorney Hours, Services and Costs." The report recommended a number of measures to contain legal costs, including:
 - 1. Monitoring services provided by special counsel.
 - 2. Reforming the Civil Service System.
 - 3. Updating the Zoning Code and Local Coastal Plan.
 - 4. Analyzing general services to determine whether more services can be included within the retainer portion of the contract.
 - 5. Reviewing other legal services to determine whether the Firm can provide further discounts on certain matters.
- D. To adopt these measures, the City and the Firm desire to replace all former contracts, agreements and amendments with this Agreement for Legal Services which provides that the Firm will discharge the duties of the offices of City Attorney and Redevelopment Legal Counsel as specifically set forth herein.
- E. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the offices of City Attorney and Redevelopment Legal Counsel and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

Pursuant to the Official Charter of the City of Seal Beach, the Firm shall discharge the duties of the office of City Attorney and shall use its best efforts to provide legal services in a competent and professional manner. Pursuant to the Seal Beach Redevelopment Agency by-laws, the Firm shall advise the Agency on all legal matters. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office, Redevelopment Legal Counsel and the other legal services described herein, upon the request of the City Council, City Manager, Executive Director and department heads. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. City Attorney and Redevelopment Counsel.

Quinn M. Barrow was sworn in as City Attorney for the City of Seal Beach in 1993 and is hereby designated as Legal Counsel for the Seal Beach Redevelopment Agency. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Barrow in the performance of legal services.

3. Billing Procedures and Monthly Statements.

a. The Firm shall submit to the City, within 30 days after the end of each calendar month, an itemized statement of the legal services provided and the time expended providing those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within 30 days of the billing date.

b. The Firm will bill the City for its out-of-pocket costs and expenses such as, but not limited to, long distance telephone calls, filing fees, document duplication, facsimile transmission, computerized legal research, word-processing, and similar items. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

c. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after written notice to the City.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration pursuant to applicable arbitration rules for legal fee disputes. In the event that the City chooses not to utilize the Orange County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

5. Term of the Agreement.

This Agreement shall commence as of July 1, 2007 and shall be and remain in full force and effect until amended by written agreement between the parties, or unless terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

The City may terminate the Firm's representation at any time, with or without cause, subject to an obligation to give notice in writing to the Firm at least 30 days prior to termination. The Firm may terminate its representation, subject to an obligation to give to the City written notice at least 90 days prior to termination. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. The Firm agrees to cooperate fully in any such transition, including transferring files promptly. Notwithstanding the termination of the Firm's representation, the City will remain obligated to pay to the Firm all fees and costs incurred prior thereto, and to pay such fees and costs in connection with services which have been requested following such termination.

7. Files.

All legal files of the Firm pertaining to the City shall be and remain the property of the City. The Firm will control the physical location of such legal files during the term of this Agreement.

8. Modifications to the Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Manager. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm shall, for all purposes, be an independent contractor to the City.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. The Firm shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm and this Agreement, or any portion thereof, shall not be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. Delegation shall not be made without the prior approval of the City Manager or in the case of the Agency, the Executive Director. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. Insurance.

a. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy that provides coverage in an amount not less than \$2,000,000 per occurrence and \$7,000,000 aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

b. The Firm shall obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

c. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in this paragraph or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. Indemnification.

The Firm agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims or losses caused by any negligent or willful act, error or omission of the Firm or any person employed by the Firm in the performance of this Agreement.

14. Entire Agreement.

This Agreement shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

(Agreement continues)

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF SEAL BEACH

DATE: June 25, 2007

By John Larson
JOHN LARSON, MAYOR

SEAL BEACH REDEVELOPMENT AGENCY

By Charles Antos
CHARLES ANTOS, CHAIR

ATTEST:

Linda W. Derrin
CITY CLERK AND AGENCY SECRETARY

RICHARDS, WATSON & GERSHON
A Professional Corporation

By [Signature]
CHAIRMAN OF THE BOARD

EXHIBIT A

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

1. GENERAL LEGAL SERVICES

The general legal services to be provided by the Firm shall include:

- a. Provide routine legal assistance, advice and consultation to the City Council, Agency and to City and Agency staff, which do not fall within the categories of services listed below in Sections 2, 3, 4 and 5, relating to land use, CEQA, general municipal law issues, routine real estate matters, routine issues arising from franchises, enforcement of the Municipal Code, potential tort liability and risk management;
- b. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents;
- c. Review environmental documents;
- d. Provide legal assistance and advice relating to routine personnel and employment matters, including the drafting of employment agreements;
- e. Attend all regular meetings of the City Council, Redevelopment Agency Board, Planning Commission, and such other commission meetings as may from time to time be specified by the City;
- f. Monitor pending state and federal legislation and regulations, and new case law, as appropriate;
- g. Monitor services provided by special legal counsel;
- h. Conduct training sessions for City Officials regarding the Brown Act, Political Reform Act and ethics;
- i. Attend office hours six hours a week; and
- j. Perform additional general legal services as may be requested by the City Council, Agency Board, City Manager or Executive Director.

The general legal services specified in this Section shall be provided pursuant to a retainer in the sum of \$20,000 per month. In the event City requires more than 100 hours of general legal services in any three (3) consecutive months, City Manager and City Attorney will confer as to whether certain general services should be treated as Special Services pursuant to Section 3i.

2. ADDITIONAL SERVICES

The following services shall be considered Additional Services and shall not be included within the category of General Services:

- a. Litigation matters and insurance coverage disputes;
- b. Environmental Legal Services (beyond those specified as general legal services), including but not limited to legal services performed in connection with the preparation of environmental impact reports.
- c. Real Estate Services (beyond the routine real estate matters specified as general legal services) such as the preparation and review of complex leases and purchase and sale agreements and services performed in connection with the sale or acquisition of property by purchase, lease, eminent domain or otherwise;
- d. Legal Services performed in connection with federal, state and local taxation;
- e. Franchise Negotiations and drafting of franchise agreements;
- f. Legal Services performed in connection with sand replenishment;
- g. Redevelopment Agency Legal Services; and
- h. Any other matters specifically approved by the City Council.

The additional services specified above shall be billed at the regular hourly rate of the attorney or attorneys providing such services, with a 15% discount. The determination as to whether a particular matter or assignment is to be considered additional services, as opposed to general legal services, will be made jointly by the City Attorney and the City Manager.

3. SPECIAL SERVICES

The following services shall be considered Special Services and shall not be included within the category of General Services:

- a. Labor Relations, Personnel and Employment Advice, (beyond those specified as general legal services), including advice relating to labor relations matters, personnel and employment matters and negotiation of memoranda of understanding;
- b. Police Legal Services matters;
- c. Nuisance abatement;
- d. Preparation of Charter amendments;
- e. Preparation of the Zoning code;

- f. Preparation of Municipal Code amendments;
- g. Preparation of the City's Local Coastal Plan;
- h. Legal Services performed in connection with any election; and
- i. If approved by the City Manager, any legal services performed in connection with a project that would otherwise be general services but, due its complexity or duration, is a special service.

The special services specified above shall be billed at the hourly rate of \$300. Commencing July 1, 2010, and every year thereafter, the hourly rate for special services shall automatically increase by the annual percentage increase in the salaries the City pays to its management employees.

4. EXTRAORDINARY SERVICES

The following services shall be considered Extraordinary Services and shall not be included within the category of General Services:

- a. Bond Counsel, Disclosure Counsel, Issuer's Counsel and Similar Services;
- b. Legal Services performed in connection with the proposed development of major property in the City, including but not limited to the property commonly known as the DWP site, including review of environmental documents prepared in connection therewith;
- c. Legal Services performed in connection with special assessments; and
- d. Legal Services performed in connection with hazardous and toxic waste, including but not limited to work related to compliance with state and federal pollution control standards such as the National Pollution Discharge Elimination System (NPDES) permit program.

The additional services specified above shall be billed at the regular hourly rate of the attorney or attorneys providing such services. Bond counsel, disclosure counsel, issuer's counsel and similar services shall be compensated at the Firm's then current standard hourly rates, not to exceed a cap which the City Manager believes would be a standard fee for a similar sized transaction of equal complexity.

5. CITY PROSECUTOR SERVICES

The Firm shall perform criminal prosecutions of Municipal Code violations at the hourly rate of \$165.00.

RICHARDS| WATSON| GERSHON

2014 STANDARD BILLING RATES

	YEARS OF PRACTICE	HOURLY RATE
SHAREHOLDERS	20+	\$425 - \$500
SHAREHOLDERS	15+	\$415
SHAREHOLDERS	7+	\$395
SR. ATTORNEYS	20+	\$415 - \$440
SR. ATTORNEYS	15+	\$400 - \$415
SR. ATTORNEYS	7+	\$385
ASSOCIATES	6+	\$295
ASSOCIATES	5+	\$295
ASSOCIATES	4+	\$285
ASSOCIATES	3+	\$275
ASSOCIATES	2+	\$270
ASSOCIATES	1+	\$250
ASSOCIATES	1-	\$225
LAW CLERKS		\$195
SR. PARALEGALS		\$170 - \$195
PARALEGALS		\$150
LITIGATION SUPPORT		\$155

**RICHARDS, WATSON & GERSHON
2007 STANDARD BILLING RATES**

	YEARS OF PRACTICE	HOURLY RATE
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SHAREHOLDERS:

MARKMAN	35+	\$425
DORSEY	30+	\$420
STRAUSZ	30+	\$420
KAUFMANN	30+	\$420
GRAYSON	30+	\$420
ABBOTT	30+	\$420
BROWNE	25+	\$420
STEPANICICH	25+	\$420
THORSON	25+	\$420
BARROW	25+	\$420
KUNERT	25+	\$420
LYNCH	25+	\$420
JIMBO	20+	\$400
CECCON	20+	\$400
CURLEY	20+	\$400
GALLOWAY	20+	\$460
ENNIS	20+	\$400
ESTRADA	15+	\$385
HARRIS, R.	15+	\$385
WIENER	15+	\$385
DANNER	15+	\$385
ORR	15+	\$385
KIM	15+	\$385
ASAMURA	15+	\$385
SUME	15+	\$385
COLESON	10+	\$360
PIERCE	10+	\$360
STEELE	10+	\$360
BOGA	10+	\$360
BOND	10+	\$360
CLARKE	10+	\$360
DIAZ	10+	\$360
YOSHIBA	10+	\$360
HO-URANO	7+	\$335
GUTIERREZ-BAEZA	7+	\$335

**RICHARDS, WATSON & GERSHON
2007 STANDARD BILLING RATES**

YEARS OF PRACTICE HOURLY RATE

SR. ATTORNEYS

LAMKEN	35+	\$425
KRAMER	35+	\$425
RUDELL	35+	\$425
DUPONT	25+	\$410
GREYSON	25+	\$410
FOX	25+	\$390
BATTERSBY	20+	\$400
WEAVER	20+	\$400
HAKMAN	15+	\$250
KARPIAK	10+	\$360
PITTMAN	10+	\$360
DUNSMORE	10+	\$360
BOWMAN	10+	\$360
ABBE	7+	\$335
CHUANG	7+	\$335
ENRIQUEZ	7+	\$335

ASSOCIATES

BOBKO	6+	\$275
SNOW	5+	\$275
KHALSA	4+	\$255
GIOVINCO	3+	\$245
LEE	3+	\$245
ORTIZ	3+	\$245
ALDERSON	3+	\$245
LAUZARDO	3+	\$245
MARROQUIN	2+	\$230
MABEE	2+	\$230
PETRUSIS	2+	\$230
STINNETT	2+	\$230
FLOWER	2+	\$230
COHEN	1+	\$210
TAM	1+	\$210
CHO	1+	\$210
WARD	1-	\$195
POWER	1-	\$195
BAILEY	1-	\$195

**RICHARDS, WATSON & GERSHON
2007 STANDARD BILLING RATES**

	YEARS OF PRACTICE	HOURLY RATE
<u>LAW CLERKS</u>		\$175
<u>SUMMER CLERKS</u>		
FIEDLER		\$175
GONZALES		\$175
KLIMA		\$175
VARAT		\$175
<u>SR. PARALEGALS:</u>		
LIBERTY		\$170
<u>PARALEGALS:</u>		
KRANE		\$145
CHAU		\$125

AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SEAL BEACH

This Agreement is made and entered into by and between the law firm of RICHARDS, WATSON & GERSHON, a professional corporation (hereinafter "the Firm"), and the CITY OF SEAL BEACH (hereinafter "City").

R E C I T A L S:

A. The Firm has been discharging the duties of the office of City Attorney for the City since 1972, in accordance with Section 704 of the Official Charter of the City.

B. During the period that the Firm has been the City Attorney for the City, there has been a series of contracts and amendments concerning the terms of the relationship between the Firm and the City.

C. The City and the Firm desire to replace all former contracts, agreements and amendments with this Agreement for Legal Services which provides that the Firm will discharge the duties of the office of City Attorney as specifically set forth herein.

D. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

Pursuant to the Official Charter of the City of Seal Beach, the Firm shall discharge the duties of the office of City Attorney of the City and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and the other legal services described herein, upon the request of the City Council, City Manager, and department heads. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. Designation of City Attorney.

Quinn M. Barrow is designated as City Attorney for the City. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Barrow in the performance of this Agreement.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the legal services provided and the time expended providing those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

B. The Firm will bill the City for its out-of-pocket costs and expenses such as, but not limited to, long distance telephone calls, filing fees, document duplication, computerized legal research, word-processing, and similar items. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

C. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after written notice to the City. To the extent feasible, such adjustments will be made so as to coincide with the beginning of the City's fiscal year.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration pursuant to applicable arbitration rules for legal fee disputes. In the event that the City chooses not to utilize the Orange County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

5. Term of the Agreement.

This Agreement shall commence as of July 1, 1993 and shall be and remain in full force and effect until amended by written agreement between the parties, or unless terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

The City may terminate the Firm's representation at any time, with or without cause, subject to an obligation to give notice in writing to the Firm upon such termination. The Firm may terminate its representation, subject to an obligation to give to the City written notice at least ninety (90) days prior to termination. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. The Firm agrees to cooperate fully in any such transition, including transferring files promptly. Notwithstanding the termination of the Firm's representation, the City will remain obligated to pay to the Firm all fees and costs incurred prior thereto, and to pay such fees and costs in connection with services which have been requested following such termination.

7. Files.

All legal files of the Firm pertaining to the City shall be and remain the property of the City. The Firm will control the physical location of such legal files during the term of this Agreement.

8. Modifications to the Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Manager. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm shall, for all purposes, be an independent contractor to the City.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. The Firm shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm and this Agreement, or any portion thereof, shall not be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. Delegation shall not be made without the prior approval of the City Manager. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. Insurance.

A. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance policy shall provide coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

B. The Firm shall obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm shall obtain and maintain in full force and effect comprehensive general liability insurance in an amount not less than \$2,000,000, which insurance shall cover owned, hired and non-owned vehicles.

D. All insurance coverages specified above shall provide for a minimum of thirty (30) days notice of cancellation by the insurance carrier, and shall be maintained in full force and effect throughout the term of this Agreement.

13. Indemnification.

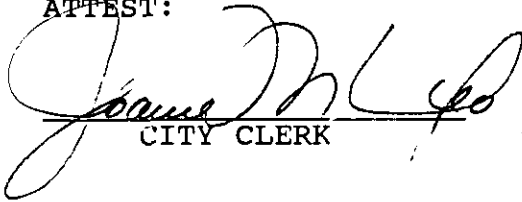
The Firm agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims or losses arising out of or attributable to any negligent or willful act, error or omission of the Firm or any person employed by the Firm in the performance of this Agreement.

14. Entire Agreement.


This Agreement shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

ATTEST:


CITY CLERK

CITY OF SEAL BEACH

By 
GWEN FORSYTHE, MAYOR

RICHARDS, WATSON & GERSHON
A Professional Corporation

By 
CHAIRMAN OF THE BOARD

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. The general legal services to be provided by the Firm to the City shall include, without limitation, the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to land use, CEQA, general municipal law issues, enforcement of the Municipal Code and potential tort liability.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Review environmental documents.
4. Provide legal assistance and advice relating to routine personnel and employment matters.
5. Attend all regular meetings of the City Council and the Planning Commission, and such other commission meetings as may from time to time be specified by the City, excluding meetings of the Civil Service Commission.
6. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
7. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.

B. The general legal services specified in paragraph A above shall be provided pursuant to a retainer in the sum of \$13,500 per month.

C. If the general legal services specified in paragraph A above require in excess of 100 hours per month, the additional time will be billed at the rate of \$140 per hour.

II. ADDITIONAL SERVICES

The additional services to be provided by the Firm on behalf of the City shall include, without limitation, the following:

- A. Litigation matters currently being handled by the Firm and litigation matters hereafter assigned by the City to the Firm;
- B. Labor Relations matters, including negotiation of employment contracts and memoranda of understanding, and representation at employee discipline proceedings conducted by the City's Civil Service Commission, and any appeals therefrom;
- C. Redevelopment Agency Legal Services;
- D. Bond Counsel Services;
- E. Environmental Legal Services (beyond those specified as general legal services), including but not limited to, legal services performed in connection with the Bolsa Chica project, the proposal by Unocal to reactivate its on-shore facilities, and other matters specifically approved by the City Manager;
- F. Legal Services performed in connection with the proposed development of the property commonly known as the Bixby property, including review of environmental documents prepared in connection therewith;
- G. Legal Services performed in connection with any election;
- H. Real Estate Services such as the preparation and review of leases and purchase and sale agreements and services performed in connection with the sale or acquisition of property by purchase, lease, eminent domain or otherwise;
- I. Legal Services performed in connection with federal, state and local taxation;
- J. Legal Services performed in connection with borrowing money by the issuance of bonds or otherwise;
- K. Legal Services performed in connection with special assessments;
- L. Legal Services performed in connection with hazardous and toxic waste; and

M. Any other matters specifically approved by the City Council.

The additional services specified above shall be billed at the regular hourly rate of the attorney or attorneys providing such services, subject to any "cap" which may be agreed upon between the Firm and the City. The determination as to whether a particular matter or assignment is to be considered additional services, as opposed to general legal services, will be made jointly by the City Attorney and the City Manager.

III. CITY PROSECUTOR SERVICES

The Firm shall perform criminal prosecutions of City Code violations at the hourly rate of \$125.00.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SEAL BEACH, a municipal corporation ("CITY" hereinafter) and the law firm of RICHARDS, WATSON, DREYFUSS & GERSHON, 615 South Flower Street, Los Angeles, California, a partnership ("FIRM" hereinafter).

R E C I T A L S

WHEREAS, CITY desires to employ a City Attorney and to obtain legal services on a continuing basis relating to all aspects of its affairs as a municipal corporation; and,

WHEREAS, FIRM is able to provide such City Attorney and assistants and deputies as required and is qualified and willing to provide said legal services to City.

NOW, THEREFORE, the parties agree as follows:

1. FIRM agrees to make available Glenn R. Watson to act as City Attorney and assistants and deputies as needed and to furnish all legal services requested of FIRM by the City Council of CITY.
2. The FIRM agrees to provide all legal services required by the CITY, including but not limited to, attendance at all City Council meetings, attendance at any meetings of CITY Boards or Commissions as necessary, preparation of ordinances, resolutions, contracts, opinion letters or other necessary legal documents, advising and conferring with CITY staff, Councilmen and Commissioners regarding legal matters pertaining to the business of the CITY, handling any litigation as directed by the City Council or required by the City Charter.

3. CITY agrees to pay to FIRM the sum of \$1,500.00 per month, plus the value of any time expended over and above 30 hours per month at a rate equivalent to the usual hourly billing rates charged for legal services rendered by FIRM.

4. This Agreement shall become effective when signed by both parties hereto, and shall continue in effect until terminated by either party hereto at the end of any calendar month, upon thirty days written notice to the other party.

EXECUTED this 2nd day of January, 1974.

CITY OF SEAL BEACH

BY: Thomas C. Blackman
Mayor or Mayor Pro Tem

ATTEST:

Jerry Weir
City Clerk

RICHARDS, WATSON, DREYFUSS & GERSHON

BY: Glenn R. Watson
GLENN R. WATSON

inactive

AMENDMENT TO AGREEMENT

THE AGREEMENT by and between the CITY OF SEAL BEACH, a municipal corporation ("CITY", hereinafter) and the law firm of RICHARDS, WATSON & DREYFUSS, 615 South Flower Street, Suite 2108, Los Angeles, California, a partnership ("FIRM", hereinafter) is hereby amended as follows:

Section 1. FIRM agrees to make available Glenn R. Watson to act as City Attorney and Thomas Winfield as Assistant City Attorney, and to furnish all legal services requested of FIRM by the City Council of CITY.

Sections 2, 3, 4, and 5 of the AGREEMENT entered into between CITY AND FIRM, executed April 14, 1971, are not affected by this AMENDMENT and remain in full force and effect as originally agreed upon

EXECUTED this 13th day of March, 1972.

CITY OF SEAL BEACH

By *H. C. Holder*
Mayor

ATTEST:

Judy Weir
City Clerk

RICHARDS, WATSON & DREYFUSS

By _____

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SEAL BEACH, a municipal corporation ("CITY", hereinafter) and the law firm of RICHARDS, WATSON & DREYFUSS, 615 South Flower Street, Suite 2108, Los Angeles, California, a partnership ("FIRM", hereinafter).

R E C I T A L S

WHEREAS, CITY desires to employ a City Attorney and Deputy City Attorney and to obtain legal services on a continuing basis relating to all aspects of its affairs as a municipal corporation; and,

WHEREAS, FIRM is able to provide such City Attorney and Deputy City Attorney and is qualified and willing to provide said legal services to CITY.

NOW, THEREFORE, the parties agree as follows:

1. FIRM agrees to make available Glenn R. Watson to act as City Attorney and Frederic S. Keeler, Jr. as Deputy City Attorney, and to furnish all legal services requested of FIRM by the City Council of CITY.

2. CITY agrees to pay to FIRM the sum of \$1,000.00 per month as full compensation for such City Attorney and Deputy City Attorney services and for legal services rendered by FIRM pursuant to paragraph 1 above, except as provided in paragraphs 3 and 4 below. Compensation for legal services rendered by FIRM during the month of April, 1971 (except those services referred to in paragraphs 3 and 4 below), shall be the sum of \$600.00.

3. CITY further agrees to pay FIRM at its usual billing rates, which run from \$25.00 to \$80.00 per hour, for legal services rendered by FIRM related to litigation, court, or other appearances or hearings, the Redevelopment Agency of CITY, other public agencies, matters requiring extensive documentation, and other special assignments.

4. FIRM agrees to conduct a legal analysis and examination of all contracts, ordinances and resolutions, and other actions taken, made, or enacted by CITY between April 1, 1970, and the effective date of this agreement, and to file a written report with the City Council of CITY disclosing its findings and any recommendations in regards thereto. CITY agrees to pay to FIRM the sum of \$2,500:00 therefor upon completion of said services.

5. This agreement shall become effective when signed by both parties hereto, and shall continue in effect until terminated by either party hereto at the end of any calendar month, upon thirty days written notice to the other party.

EXECUTED this 14th day of April, 1971.

CITY OF SEAL BEACH

By Harold K. Holden
Mayor or Mayor Pro Tem

ATTEST:

Judith Weir
City Clerk

RICHARDS, WATSON & DREYFUSS

By Glenn R. Watson
Glenn R. Watson