

CITY OF ANAHEIM



**REQUEST FOR PROPOSALS
ATTORNEY SERVICES**

FEBRUARY 2, 2021

**CITY OF ANAHEIM
OFFICE OF THE CITY ATTORNEY
200 SOUTH ANAHEIM BLVD, SUITE 356
ANAHEIM, CA 92805**

Final Day to Submit Questions: Friday, February 19, 2021

BY 5:00PM

**PROPOSAL DUE DATE: FRIDAY, FEBRUARY 26, 2021
BY 2:00PM**



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INVITATION

The City Attorney of the City of Anaheim ("City") is seeking proposals from law firms or attorneys interested in acting as the City's outside counsel in connection with litigation, various transactions, and other legal advisory services on an "on call" basis ("Services"). Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposal ("RFP"). Information regarding the City of Anaheim, the City Attorney's Office, and Anaheim City Departments may be found online at www.Anaheim.net.

This RFP is available on the Internet from: <http://www.anaheim.net/purchasing>

The City Attorney anticipates choosing qualified firms in the above described practice areas to be placed on a short-list ("Short List") for on-call legal services as matters arise that require outside legal services. No assurances can be made that firms placed on the Short List will be retained for any particular matter or at all. However, when matters do arise that the City Attorney determines require outside legal support, the selected short-listed firms will be expected to sign the City's Attorney Services Agreement, an example of which is included in the EXHIBIT 2 section of this RFP.

PROPOSAL FORMAT

All proposals must be typewritten or legibly written. The proposal should be submitted via email to Indhira Gagnon, Law Office Administrator, at IGagnon@anaheim.net.

The proposal must be signed by individual(s) legally authorized to bind the firm and must contain a statement that the proposal and the prices contained therein remain firm through June 30, 2022



SUBMISSION PROCEDURES

The RFP may be obtained from the City of Anaheim website on the City Attorney's Office webpage at <http://www.anaheim.net/CityAttorney>. Questions concerning the RFP should be emailed to, Indhira Gagnon, Law Office Administrator, at igagnon@anaheim.net, no later than 5:00 p.m., February 19, 2021. Responses to questions will be posted at <http://www.anaheim.net/purchasing>.

The City Attorney reserves the right to change the specifications in this RFP. Any potential proposer wishing to be notified of answers to questions received or written addenda to this RFP must email the name, email address, and telephone number of the person to be contacted to Indhira Gagnon, Law Office Administrator, at igagnon@anaheim.net. Only written addenda issued by the City Attorney will be incorporated into this RFP.

The deadline for submission of proposals is **2:00 p.m., February 26, 2021. No proposals will be accepted after the stated deadline.**

No modifications or addenda will be accepted after the closing dates stated above unless, in the sole discretion of the City Attorney, it is in the best interest of the City of Anaheim to do so.

Proposals received will become a part of the City Attorney's official files and a public record. An unsuccessful proposer may request the return of its proposal upon the completion of the City's review and contract award.



SCOPE OF SERVICES:

Through this RFP, the City is seeking law firms or attorneys interested in acting as the City’s outside counsel in connection with litigation, various transactions, including financing and real property matters, labor and employment, including employment practices investigations, workers compensation, CalPERS matters, and other legal advisory services on an “on call” basis, depending on the needs of the City from time to time and the firms’ specialized area or areas of expertise. Through this RFP, the City intends to establish a roster of qualified firms or attorneys to provide legal services on an as-needed, case-by-case, or matter-by-matter basis.

The City may continue to employ lawyers who leave a firm selected under this RFP to complete any matters that are pending at the time the lawyer leaves the employment of the firm, and the City may continue to work with such lawyers in new matters. Firms selected under this RFP shall cooperate in this respect.

The City may also hire lawyers outside this procurement when a legal matter requires specialized knowledge, experience, or capacity that the firms selected do not possess, as determined by the City in its sole discretion. Being selected through this RFP does not entitle any selected firm to obtain actual instructions or assignments from the City. Whether or not a selected firm is instructed depends on the nature of the matter, the qualifications of the selected firms, and the needs of the City.

The City is seeking legal services from attorneys with expertise in the areas of law detailed in the RFP section entitled “**Areas of Law**”. For each area, a list of qualified attorneys will be compiled through the evaluation and selection process set forth herein. The lists will be effective for a period of five years. Contracts will be entered into with the attorneys on each list to provide services as required by the City. Such contracts will be for a term not to exceed five years, commencing upon the assignment of work to the attorney by the City. An attorney/firm may propose for more than one area, and may be on more than one list.

Firms **MUST** complete **EXHIBIT 1: AREAS OF LAW WORKSHEET** identifying areas of law **in which they are proposing.**



AREAS OF LAW:

The legal services to be provided within each area include performing legal analyses, providing oral and written opinions and advice, drafting legal documents and instruments appropriate to the specified fields of expertise such as contracts, leases, rules, procedures, resolutions and ordinances; and representing the City in court at both trial and appellate levels and before administrative agencies, arbitrators, and other tribunals as necessary. Proposers with expertise in some, but not all of these areas or portions thereof, are invited to submit a Proposal pertaining to their area of expertise.

- Real Estate: Support and advise the City Attorney and/or members of the City Attorney's Office on complex real estate transactions, including real property leasing and tenancy agreements, real property sale/purchase negotiations, and other transactional real estate matters.
- Land Use: Work with the City Attorney and/or members of the City Attorney's Office to provide expert advice in Federal, State, and local land use and environmental law, including land use permitting, CEQA, environmental planning, and affordable housing and surplus land issues.
- Environmental/Cost Recovery: Support the City Attorney and/or members of the City Attorney's Office with regulatory compliance, environmental claims and litigation, environmental support on real estate projects, remediation, storm water compliance, etc.
- Public Sector Labor Law: Collective bargaining negotiations; arbitration of labor disputes, laws and regulations governing personnel matters, such as pension reform, family leave, alcohol and drug testing, Fair Labor Standards Act, OSHA, Americans with Disabilities Act; federal transit labor laws and regulations; Department of Industrial Relations procedures and labor bargaining under the Meyers-Milias Brown Act.
- Construction Law/Litigation: Construction contracts and related documents; bidding and bid protests; rights and duties of general contractors and subcontractors; handling and litigation of disputes and claims regarding such matters. Must have particular knowledge of and experience with the following: public contracts, the Public Contract Code, the Subletting and Subcontracting Fair Practices Act, delay and acceleration claims, scheduling issues, critical path analysis, claims processes and procedures, Government Code claims, change orders and change requests, stop notices, retention issues, progress payments, and liquidated damages; applicable federal procurement rules and regulations including DBE/SBE/MBE/WBE/LGBTQE requirements.



- Environmental Law/Litigation: National Environmental Protection Act (NEPA); California Environmental Quality Act (CEQA); federal, state and local air and water quality, waste disposal, and toxic and hazardous waste enforcement laws, regulations and permitting, including CERCLA.
- Employment Law/Civil Rights Litigation: Internal employment investigations; grievances and complaints before the Equal Employment Opportunity Commission (EEOC) and the Department of Fair Employment and Housing (DFEH); Disadvantaged Business/Woman Owned Business Enterprise Programs; Americans with Disabilities Act (ADA), Title VII, Title VI and the interplay between the above and worker's compensation, FMLA, FLSA, and similar laws; litigation of these matters, especially Title VII and 42 USC § 1983 claims.
- Real Property Law: Acquisition, disposal, and transfer of property; leases, easements and other property interests; and development, including joint development; local plan and land use permit processes; license agreements and options.
- Pension and Benefits Law: Retirement plans; PERS; deferred compensation; health plans and benefits; other post-employment benefits; and federal and state tax laws relating thereto.
- Regulatory Law: Federal and State statutory and regulatory framework including but not limited to Occupational Health and Safety Administration (OSHA) compliance, California and Federal Labor Codes, and Department of Industrial Relations rules and regulations (including jurisdictional issues).
- Municipal Finance: The pool for municipal finance counsel will include a mix of nationally recognized firms, practicing in California, in aggregate to support all aspects of implementing and managing various types of municipal borrowing, debt issuance, and tax motivated leasing. Proposing firms should have expertise in one or more, but not required to have expertise in all matters listed below:
 - (a) bond issuance, including (i) bond counsel services supporting development of new indentures relating to infrastructure financing and sales tax measure; issuance of sales tax revenue backed bonds, bank credit and liquidity facilities, and private placements; issuance of grant anticipation notes or bonds; and establishment and operation of one or more commercial paper programs or other short-term borrowing; (ii) tax counsel services supporting issuance of tax-exempt and possibly taxable debt; compliance for expenditure of proceeds; and identification, measurement and management of private use for prior and future bond proceeds; (iii) disclosure counsel services providing disclosure for public offerings of bonds, notes, commercial paper, liquidity facility substitutions, as well as appropriate disclosure for any non-public offerings and placements; assisting with any continuing disclosure matters, such as possible review of 15c2-12 filings; and assistance with responding to any SEC requests or action.



- Government Contracting/Procurement/Intellectual Property: Federal and state law relating to the public bidding process for the procurement of goods and services; competitive and non-competitive procurements; compliance with Title VI, Buy America, Disadvantaged Business Enterprise Program, Americans with Disability Act, federal and state audits; federal funding and grant administration; and complex transactions involving exchange or other transfer of personal property, technology, and intellectual property issues.
- General Trial: Provision of trial attorneys and resources to assist or supplement in-house attorneys who have worked up cases in preparation for trial. Extensive experience in trying cases, both complex and simple, on various subject matters, including civil rights/police excessive force, wrongful death, employment (discrimination/retaliation/harassment), eminent domain, and land use and dangerous condition litigation
- Public Agency Law: General agency issues, such as Constitutional law, gifts of public funds, Brown Act, California Public Records Act, conflicts of interest, FPPC, and statutory authority.



PROPOSER INFORMATION, ASSIGNED PROFESSIONALS

The proposers should include the following minimum information in their proposals. Failure to provide any of the following information may render the proposal non-responsive. Although there is no required format or page limit, please be concise and directly address each of the following requests. Any false information, misrepresentation or failure to reveal potential adverse client interest will be grounds for automatic disqualification and may result in your forfeiture of fees for any work completed.

1. Name of the designated contact person for purposes of the proposal, and that individual's address, telephone number, e-mail address and facsimile number, if any.
2. Include a brief description of the law firm, including its location(s) and number of attorneys. Also, identify the location(s) of the office(s) responsible for the firm's work for the City of Anaheim on the proposed Scope of Services.
3. For the identified Scope of Services, please clearly indicate the primary attorney who will be providing legal services/advice to the City of Anaheim and describe in some detail how the attorney's experience is relevant to the City 's needs as described in the Scope of Services section of the RFP. If there is more than one attorney, include a staffing plan and each attorney's experience. Please include any accomplishments or distinctions, including publications, awards, or relevant court decisions. The City will expect the attorneys listed in the proposal to perform the vast majority of work for the City.
4. Provide the hourly rate of attorneys and paralegals representing the City based upon position in the firm through June 30, 2022.



QUALIFICATIONS

1. Provide three (3) references, at least two of which should be from public entities.
2. Describe at least one transaction, case or matter that best represents the firm's success in the practice areas identified in the Scope of Services, preferably for a client that is similar to the City of Anaheim. Please limit your response to a total of three (3) examples. In addition, please describe one (1) example in the practice areas described in the Scope of Services where your representation of a client provides a useful lesson for the City of Anaheim, in terms of the City's operational procedures, legal strategies, or substantive law.
3. Describe the firm's prior work history for the City of Anaheim, if any.
4. Indicate whether the firm or individual attorneys within the firm represent any clients or interests in litigation or transactional matter adverse to the City of Anaheim, and that potentially pose a professional conflict of interest in the firm's representation of, or association with, the City of Anaheim.
5. Describe the firm's commitment to equal opportunity and diversity in the workplace and contributions to the community, particularly in the City of Anaheim, if applicable.
6. Disclose any instance of discipline or disciplinary charges brought against the firm or any attorney in the firm in the last five years. Please discuss any recent (within the last year) publicity in national or local media about any alleged illegal conduct or conduct that is violative of the California Rules of Professional Conduct by your firm or any attorney in the firm.
7. Identify and explain any exception you may request from any of the requirements or terms of the sample Attorney Services Agreement found as EXHIBIT 2 of this RFP.

The firm must immediately advise the City of Anaheim City Attorney's Office in writing of any real or possible conflicts that arise after the submission of the proposal, and the firm must agree that it shall promptly notify and seek the approval of the Anaheim City Attorney before undertaking any future employment which may be adverse to the interest of the City of Anaheim.



COST/PRICE SUBMITTAL

Please provide the structure of standard hourly billing rates for partners, associates, paralegals, etc., any applicable government or discount rate offered to the City of Anaheim, and any proposed blended rate, and availability of any alternative billing options. These rates shall remain firm through June 30, 2022, unless rate change is approved by the Anaheim City Attorney. Selected firm must be capable of tracking and billing (invoicing) all work hours and materials (if reimbursable) by specific program or funding source as required by the City of Anaheim and as identified in the City's Attorney Services Agreement (see EXHIBIT 2). The proposal of any firm not capable or willing to comply with this requirement will be considered non-responsive.

EXCLUSIONS

Costs as described in the following section shall be underwritten by the City subject to the approval process described in Section 4 entitled "Compensation" in the Attorney Services Agreement (see EXHIBIT 2).

SPECIAL INSTRUCTIONS

The City requires that proposals be submitted with the firm's response to each of the items listed in this RFP. Innovation in approach and cost is desired. Each proposal must include:

- ITEM 1. A statement that the firm is willing to handle matters assigned to it by the City Attorney in exchange for an agreement to be compensated therefore, subject only to clearing a conflict check.
- ITEM 2. A statement that the firm is willing to assume responsibility for all non-specified compensable expenses.
- ITEM 3. A statement of the firm's procedure and practice for handling matters as described in the Scope of Work.
- ITEM 4. A statement that the firm will provide the City Attorney with status reports as provided in the Attorney Services Agreement.
- ITEM 5. A Statement of Acknowledgment and Recognition that it is within the discretion of the City Attorney, in any contract awarded to any firm, to assign or withhold files pertaining to any matter.



ITEM 6. A statement that the firm, if selected, agrees not to undertake future representation or to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest. In the event that the firm represents or proposes to represent a client who may have an interest adverse to the City, the firm shall immediately, upon discovering the possible adverse interest, provide written notice to the City Attorney. In no case will the City Attorney give the firm consent to represent a client in a matter involving litigation or the prospect of litigation adverse to the City's interests.

Compliance with California Rules of Professional Responsibility will be expected as an implied obligation of the firm; provided, however, that the City Attorney reserves absolute discretion to decline to give consent to any potential conflict that must be disclosed and the proposer acknowledges this. The firm agrees to comply with any obligations it may have pursuant to Government Code Section 87100 et seq.

ITEM 7. A statement that the firm, if selected, agrees to maintain a local office in the State of California during the term of the contract.

ITEM 8. A statement that the firm, if selected, agrees to enter into a contract if awarded by the City Attorney.



EVALUATION AND SELECTION FACTORS

Proposals will be evaluated by the City Attorney and designated staff persons in the City Attorney's Office and/or other City Departments. Proposals will first be evaluated as to responsiveness to the requirements of this RFP, but the City Attorney reserves sole discretion to make selections. A firm's proposal will be considered responsive only if it complies in all material respects with the requirements of the RFP. Proposals with substantial exception to the Attorney Services Agreement (see EXHIBIT 2) may be determined to be non-responsive. If a proposal is determined to be non-responsive, the proposal will not be considered for placement on the Short List or for retention.

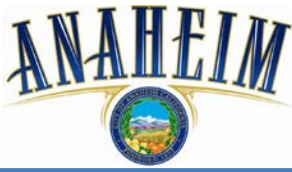


EXHIBIT 1

AREAS OF LAW WORKSHEET

Please check all areas that are to be considered in this proposal.

Area of Law	Select if Proposing	Comments
Public Sector Labor Law		
Construction Law/Litigation		
Environmental Law/Litigation		
Employment Law/Civil Rights Litigation		
Real Property Law		
Pension and Benefits Law		
Regulatory Law		
Municipal Finance		
Commercial Transactions/Intellectual Property		
General Trial/Litigation		
Public Agency Law		



EXHIBIT 2

ATTORNEY SERVICES AGREEMENT

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

4
5 1. SERVICES TO BE PROVIDED

6 A. LAW FIRM may be assigned by the City Attorney, from time to time,
7 matters in which the LAW FIRM shall represent the interests of ANAHEIM, its officers,
8 employees, former officers, former employees, or indemnitees as directed by the City Attorney
9 and within the scope of the services described in the Exhibits to this Agreement. Exhibit A
10 hereto describes the scope of the initial engagement, and Exhibits B, C, etc., may be added for
11 new engagements with the written concurrence of ANAHEIM and LAW FIRM.

12 B. The City Attorney shall assign any such matter to LAW FIRM by
13 forwarding either (i) ANAHEIM's file or other documentation pertaining to the matter, or (ii) if
14 the matter pertains to litigation filed against the City, a copy of the Summons and Complaint or
15 Petition or other document initiating the action or proceeding along with a copy of any
16 investigative file the City Attorney may receive from the Risk Management Office of
17 ANAHEIM or any other source, and a cover letter (i) assigning said matter or case to LAW
18 FIRM, (ii) specifying the services requested, and (iii) designating the contact attorney in the City
19 Attorney's Office (hereinafter "Contact Attorney").

20 C. ANAHEIM, acting through City Attorney, shall have the right to designate
21 a particular attorney or attorneys in LAW FIRM to maintain or act as lead counsel ("Lead
22 Counsel"), or to change such attorney, providing such services at the time the matter is first
23 assigned to LAW FIRM or at any time during LAW FIRM's retention by ANAHEIM. Nothing
24 herein shall be construed to make any employee of LAW FIRM a "special employee" of
25 ANAHEIM for purposes of Worker's Compensation statutes.

26 D. LAW FIRM shall have the right to reject such an assignment by notifying
27 the City Attorney within ten (10) days following the receipt of the assignment (but shall notify
28 the City Attorney at the earliest possible time if the time constraints surrounding the assignment

1 so warrant an earlier response) or to discontinue LAW FIRM's representation of ANAHEIM
2 upon the discovery of any conflict of interest LAW FIRM may have or upon the unavailability of
3 the Lead Attorney requested by the City Attorney.

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

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

13 G. LAW FIRM shall use the investigative resources designated by the City
14 Attorney or Contact Attorney unless the City Attorney approves, in advance, the retention of
15 other investigators by LAW FIRM. LAW FIRM shall forward to the City Attorney a copy of
16 any request for investigation made to any company. Any request for investigation which would
17 likely exceed Five Hundred Dollars (\$500.00) must be approved, in advance, by the City
18 Attorney.

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

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

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

1 K. LAW FIRM shall furnish quarterly status reports to the City Attorney for
2 each case or matter assigned to LAW FIRM unless otherwise directed by the City Attorney or
3 Contact Attorney. Said reports shall include LAW FIRM's then-current evaluation of
4 ANAHEIM's liability, ANAHEIM's exposure, methods to reduce ANAHEIM's exposure, and
5 LAW FIRM's plan pertaining to representation of the parties under this Agreement.

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

10 M. LAW FIRM shall not directly contact any officer or employee of
11 ANAHEIM (except those persons whom LAW FIRM represents in an assigned litigation matter)
12 without the consent of the City Attorney or the Contact Attorney.

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

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

18 2. COMPENSATION

19 A. ANAHEIM agrees to pay, and LAW FIRM agrees to accept, as full
20 compensation for LAW FIRM's services, compensation at the hourly rates for the positions
21 shown on the Exhibits attached hereto and incorporated by this reference herein. The City
22 Attorney may approve increases of the hourly rates of the positions shown on the Exhibits in July
23 of each year.

24 B. ANAHEIM will, in addition, reimburse LAW FIRM for reasonable out-
25 of-pocket expenses, excluding normal and customary overhead, paid by LAW FIRM in
26 connection with the work assigned to LAW FIRM, such as printing and copying costs (of legal
27 documents) actually paid by LAW FIRM, long distance telephone calls, and travel costs
28 approved by the City Attorney or the Contact Attorney. Normal and customary overhead

1 includes, but is not limited to, items such as secretarial time or overtime, internal or in-house
2 photocopying or facsimile transmissions, and charges for WESTLAW, LEXIS or any similar
3 computerized legal research database. LAW FIRM shall pay the service provider directly for
4 items such as securing records, service of subpoenas, court reporter fees, court costs, and include
5 such expenses in the monthly invoice to ANAHEIM. ANAHEIM shall pay LAW FIRM
6 monthly for LAW FIRM's services.

7
8 C. LAW FIRM shall submit monthly itemized invoices to ANAHEIM via ANAHEIM's
9 preferred electronic billing method in Legal Electronic Data Exchange Standard format
10 (LEDES), to include billing codes for time and expense entries. Hours worked should be
11 documented in increments of one-tenth of an hour, with the persons performing the work, the
12 files or items on which work was undertaken, and the applicable hourly rates. An itemization of
13 reimbursable expenses claimed by LAW FIRM, supported by receipts, must be included in the
14 monthly invoice.

15 D. ANAHEIM shall pay the reasonable charges on the approved monthly invoice in
16 accordance with ANAHEIM's customary practice, procedures, and billing guidelines.

17 E. LAW FIRM shall, within fifteen (15) days of receipt of any matter (whether
18 litigation or transactional) prepare and forward to the City Attorney for review and approval a
19 proposed budget for the matter. The budget shall be based upon a good faith estimate of the total
20 fees and costs which ANAHEIM can expect to incur for LAW FIRM's services together with
21 any other related fees and costs which ANAHEIM can expect to incur with regard to the matter
22 (including without limitation any fees or costs for outside contract services, experts, witnesses,
23 investigations, and depositions.) Said budget shall be reviewed at least quarterly by LAW FIRM
24 and compared to actual billings to date. If at any time LAW FIRM believes, or has reason to
25 believe, that the total fees and costs for the matter will exceed the approved budget, LAW FIRM
26 shall immediately so advise the City Attorney, explain the reasons therefore, and prepare and
27 submit to the City Attorney a proposed revised budget for the City Attorney's review and
28 approval.

1 3. AMENDMENT

2 This Agreement may only be amended by written agreement between the parties.

3

4 4. ASSIGNMENT

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

7 5. COMPLIANCE WITH APPLICABLE LAWS

8 In the performance of this agreement, LAW FIRM agrees to abide by and
9 conform to all applicable laws of the United States, the State of California, and the Charter,
10 ordinances, and policies of ANAHEIM.

11 6. CAPACITY AS INDEPENDENT CONTRACTOR

12 LAW FIRM and its employees shall perform its/their obligations under this
13 agreement as an independent contractor and not as an officer or employee of ANAHEIM.

14 7. CONFLICTS OF INTEREST

15 It is recognized that LAW FIRM may have clients who may, from time to time,
16 have interests adverse to ANAHEIM. LAW FIRM reserves the right to represent such clients in
17 matters not connected with cases or matters assigned to LAW FIRM by ANAHEIM. In the
18 event LAW FIRM represents or proposes to represent a client who may have interests adverse to
19 ANAHEIM, LAW FIRM shall immediately, upon discovering said possible adverse interest,
20 provide written notice to ANAHEIM of the possible adverse interest. LAW FIRM agrees to
21 comply with any obligations LAW FIRM may have pursuant to Government Code Section
22 87100 *et seq.*

23 8. TERMINATION

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

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

6 9. INDEMNIFICATION

7 As respects acts, errors or omissions in the performance of professional services,
8 LAW FIRM agrees to indemnify, defend (at ANAHEIM's sole option), and hold harmless
9 ANAHEIM from and against any and all claims, demands, defense costs, liability or
10 consequential damages of any kind or nature arising directly out of LAW FIRM's negligent acts,
11 errors or omissions in the performance of professional services under the terms of this
12 Agreement.

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

22 10. INSURANCE

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

25 (i) Comprehensive General Liability Insurance, including automobile
26 coverage and contractual liability coverage, in an amount of not less than One Million Dollars
27 (\$1,000,000.00) per occurrence, combined single limit (no annual aggregate);

28 (ii) Workers' Compensation Insurance as required by California

1 statutes;

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

5 B. Each insurance policy required by this Agreement shall contain the
6 following clauses:

7 (i) "This insurance shall not be canceled, limited in scope or coverage,
8 or non-renewed until after thirty (30) days' prior written notice, or ten (10) days' prior written
9 notice in the case of cancellation for nonpayment, has been given to the City Clerk, City of
10 Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805."

11 (ii) "It is agreed that any insurance maintained by the City of Anaheim
12 shall apply in excess of and not contribute with insurance provided by this policy."

13 C. Each insurance policy required by this Agreement (excepting policies for
14 workers' compensation, employer's liability, and professional liability) shall contain the
15 following clause: "The City of Anaheim is added as additional insured as respects services of
16 LAW FIRM, performed under an Agreement with the City of Anaheim dated _____."

17 D. Prior to commencement of any work under this contract, LAW FIRM shall
18 deliver to ANAHEIM insurance certificates confirming the existence of the insurance required
19 by this contract, and including the applicable clauses referenced above.

20 E. The insurance requirements contained in this Paragraph 10 may be
21 modified or waived with the written approval of ANAHEIM's Risk Manager.

22 11. NOTICES

23 A. Any notice or demand required or permitted to be given by the terms of
24 this Agreement, or by any law or statute, may be given by ANAHEIM by personal delivery or by
25 depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to LAW FIRM at
26 LAW FIRM's address shown in Exhibits or any new address provided by LAW FIRM in writing
27 to ANAHEIM. Service of said notice or demand on LAW FIRM shall be complete five (5) days
28 after deposit of said notice or demand in the mail, or upon the date of personal delivery to the

1 office of LAW FIRM, at the address shown on the Exhibits, whichever date is earlier.

2 B. Any notice or demand required or permitted by the terms of this
3 Agreement, or by any law or statute, may be given by LAW FIRM by personal delivery or by
4 depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to ANAHEIM at:
5 200 South Anaheim Boulevard, Anaheim, California 92805; Attention: City Clerk, with a copy
6 to the City Attorney. Service of said notice or demand on ANAHEIM shall be complete five (5)
7 days after deposit of said notice or demand in the mail, or upon the date of personal delivery to
8 the office of the City Clerk of ANAHEIM, at the address hereinabove set forth, whichever date is
9 earlier.

10 12. ENTIRE AGREEMENT

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

16 13. EFFECTIVE DATE AND AUTHORITY

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

20 B. The effective date of this Agreement shall be the latest date of execution
21 hereinafter set forth opposite the names of the signatories hereto. In the event LAW FIRM fails
22 to set forth a date of execution opposite the name(s) of LAW FIRM's signatories, LAW FIRM
23 hereby authorizes ANAHEIM, by and through its representative, to insert the date of execution
24 by LAW FIRM's signatories as the date said Agreement, as executed by LAW FIRM, is received
25 by ANAHEIM.

26 14. CONTROLLING LAW AND VENUE

27 The laws of the State of California shall govern this Agreement and all matters
28 relating to it and any action brought relating to this Agreement shall be adjudicated in a court of

1 competent jurisdiction in the County of Orange.

2 15. EQUAL OPPORTUNITY EMPLOYMENT

3 LAW FIRM represents that it is an equal opportunity employer and it shall not
4 discriminate against any subcontractor, employee or applicant for employment because of race,
5 religion, color, national origin, handicap, ancestry, sex, age or any other prohibited criteria.

6 16. SEVERABILITY

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

10 17. INTERPRETATION

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

14 18. CONFLICTS OR INCONSISTENCIES

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

17 19. WAIVER

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

21
22
23
24
25
26 [SIGNATURES ON FOLLOWING PAGE]
27
28

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CA 92805
(714) 765-5169
FAX (714) 765-5123

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

DATE OF EXECUTION: CITY OF ANAHEIM, a municipal corporation

By _____
Robert Fabela,
City Attorney

DATE OF EXECUTION: [INSERT],

By _____
Title _____
Printed Name _____

[END SIGNATURES]

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ATTORNEY SERVICES AGREEMENT
EXHIBIT A

Scope of Engagement: