

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF SUISUN CITY**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the ____ day of _____, 2009 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the CITY OF SUISUN CITY, a municipal corporation ("City"). The term "City" shall also include the Redevelopment Agency of the City of Suisun City and the Suisun City Housing Authority, as well as all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

City Council hereby appoints David J. Aleshire as the City Attorney and Agency Counsel, and hires A&W as its City Attorney and Agency General Counsel, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, Redevelopment Agency, Housing Authority, and other boards and bodies of City, and its affiliated agencies, as directed by City. In addition, Dawn C. Honeywell shall serve as Assistant City Attorney and Assistant Agency General Counsel.

Notwithstanding the foregoing appointment, the designated City Attorney, Agency Counsel, and any Assistant City Attorney or Assistant Agency General Counsel, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney or Agency General Counsel (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant City Attorney or Assistant Agency General Counsel shall be obtained from the City Manager. The City Attorney may appoint various deputies as the City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, including without limitation of the following:

(i) Provide legal advice, written legal opinions, and consultation on all matters affecting City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(ii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iii) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memoranda of understanding; franchise agreements; and all similar documents; and

(iv) Represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(v) Hold weekly office hours and/or weekly management staff and agenda review meetings (by Deputy Heather Kenny) at City Hall if requested by and at a time agreed to with City Manager; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) Supervise outside legal services, if any.

B. Attendance at City Council, Planning Commission, Housing Authority, or Redevelopment Agency meetings, as well as other board and commission meetings is not contemplated hereunder. Deputy City Attorney Kenny is frequently available for meeting attendance. Additionally, in special circumstances, the City Attorney is available for direct attendance of meetings as outlined in Exhibit "B".

C. A&W, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

D. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

E. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any

manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matter of City from or to A&W.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, City understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of City requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

4. PERSONNEL

In addition to David J. Aleshire acting as the City Attorney, A&W will provide the following additional attorneys to render predominately the legal services hereunder:

Dawn C. Honeywell:	Assistant City Attorney/General, Planning, Land Use, Redevelopment
Heather Kenny:	Deputy City Attorney/General
Colin Tanner:	Deputy City Attorney/Personnel
Glen Tucker:	Deputy City Attorney/Police and Defense
Anthony Taylor:	Deputy City Attorney/Litigation
Anita Luck:	Deputy City Attorney /Public Finance

Assignments may be modified as provided in Section 1 above and, except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending

public meetings, preparing ordinances and resolutions, giving general advice to City departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on a contingent basis based upon the size of the matter.

With respect to "general counsel" or "basic" legal services, we propose discounting the first 50 hours per month of legal services by charging a blended rate of \$150 per hour for such services, which means the hourly rate would be the same irrespective of which attorney is performing the services. For hours of general legal services rendered above 50 hours per month, we would bill City at the blended rate of \$160 per hour.

However in the first year of the Agreement, the change in the rate would occur at the 80 hour mark and in the second year after the first 60 hours. The reason for this is that our experience is that the hour commitments are higher in the first year, as we deal with trying to standardize practices and fixing issues which have been over looked. By giving higher hour discounts, we hope to keep costs down as we become familiar with the client.

The foregoing arrangement would remain in effect for at least Fiscal Years 2008-2009 through and 2010-2011 (June 30, 2011). However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise , as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the City Council.

In the event of a conflict, the terms of Exhibit A shall prevail.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City; after review and accord of the proposed issue by independent review Counsel if selected by City, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Three Hundred Fifty Dollars (\$350) per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the choice of City.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B". City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with City.

The costs and expenses referred to herein include certain travel expenses (transportation, meals, and lodging) when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of City.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of City, as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge City for calls made from our office or other locations to City.

In the event of a conflict, the terms of Exhibit B shall prevail.

8. STATEMENTS AND PAYMENT

A&W shall render to City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest thereon at the rate of ten percent (10%) per annum.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

10. INDEPENDENT CONTRACTOR

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

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) Errors and Omissions Insurance. A policy of professional liability insurance written on a claims-made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W 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 out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform 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 A&W is being appointed as the City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify A&W, 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 claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require City to indemnify A&W for liability arising from its own negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: David J. Aleshire, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge A&W at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

16. CONFLICTS

A&W has no present or contemplated employment which is adverse to City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against City. However, A&W may have past and present clients or may have future clients, which, from time

to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of City.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Riverside County.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

Dated: July 8, 2009

“CITY”
CITY OF SUISUN,
a municipal corporation

By: Pete Sanchez
Pete Sanchez, Mayor

ATTEST:

Donna Pick
DEPUTY City Clerk

Dated: July 2, 2009

“ALESHIRE & WYNDER, LLP”

By: David J. Aleshire
David J. Aleshire, Esq.

EXHIBIT "A"

FEE ARRANGEMENT

- (1) The payment for **up to** fifty (50) hours of general legal service (Monthly Hour Limit) shall be a maximum of Seven Thousand Five Hundred Dollars (\$7,500) per month (billed at One Hundred Fifty Dollars (\$150) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until January 1, 2010, the discounted rate shall apply to 80 hours of legal services, and until January 1, 2011, it shall apply to 60 hours of legal services. (Rates increase by \$10 per hour on January 1, 2011).
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Sixty Dollars (\$160) per hour. (Rates increase by \$10 per hour on January 1, 2011)
- (3) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of Two Hundred Dollars (\$200) per hour. (Rates increase by \$10 per hour on January 1, 2011).
- (4) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Eighty Five Dollars (\$185) per hour.
- (5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Fifty Dollars (\$250) per hour.
- (6) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge. See modifications on Exhibit B.
- (8) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be One Hundred Dollars (\$100) per hour, and for document clerks shall be Fifty Dollars (\$50) per hour.

The foregoing fee arrangement would remain in effect until July 1, 2011, and thereafter until adjusted.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$0.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings.* In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).

***Modifications for Suisun City:**

- 1) When we are otherwise making trips to Sacramento or to the Bay Area, if an on-site visit can be arranged to Suisun, no travel costs will be charged.
- 2) We will provide up to four trips per year with no overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 3) We will provide two trips per year with overnight stays where no travel costs are charged and attorney time is charged only one-way.
- 4) Deputy City Attorney Kenny will not charge for travel costs or time for meetings at Suisun City.

AMENDMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1") by and between the **CITY OF SUISUN CITY** ("City") and **ALESHIRE & WYNDER, LLP** ("Attorney") is effective as of May 17, 2022.

RECITALS

A. City and Attorney entered into that certain Agreement for Contractual Services effective July 8, 2009 ("Agreement") whereby Attorney agreed to provide comprehensive City Attorney services (the "Services") to City at the rates and in the manner set forth therein.

B. City and Consultant now desire to amend the Agreement to provide for updated compensation for Attorney's Services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

a. Exhibit A, Fee Arrangement, to the Agreement is replaced in its entirety with Exhibit A, Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

b. Exhibit B, Statement of Fee Arrangement, is replaced in its entirety with Exhibit B, Statement of Fee Arrangement, Amendment No. 1, attached hereto and incorporated herein.

c. Notices to Attorney pursuant to Section 13 of the Agreement shall be sent to the following:

Aleshire & Wynder
2361 Rosecrans Avenue
Suite 475
El Segundo, CA 90245
Attn: Elena Q. Gerli

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Greg Folsom, City Manager

ATTEST:



Anita Skinner, City Clerk

ATTORNEY:

ALESHIRE & WYNDER, LLP

By: 

Tiffany Israel, Managing Partner

EXHIBIT "A"
FEE ARRANGEMENT
AMENDMENT NO. 1

- (1) General legal services will be billed at the blended rate of \$235 per hour.
- (2) Special legal services include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of \$245 per hour for associates, and \$275 per hour for partners.
- (3) Insurance defense litigation and code enforcement will be billed at a rate of \$245 per hour for associates, and \$260 for partners.
- (4) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be \$350 per hour.
- (5) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) 1.5% (one and a half percent) of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$350 per hour on a blended rate for all attorney time incurred.
- (6) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Riverside and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Hall or City offices. In exchange, when on-site, we would have the ability to use City copiers and telephones without charge.
- (7) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be \$160 per hour.
- (8) Travel time shall be charged at \$175 per hour.
- (9) On July 1 of each year, starting July 1, 2023, the foregoing rates shall be subject to annual adjustment pursuant to the San Francisco-Oakland-Hayward Consumer Price Index from April of the same year, provided that the adjustment shall not be less than \$0.

EXHIBIT "B"
STATEMENT OF FEE ARRANGEMENT
AMENDMENT NO. 1

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty five cents (\$0.25) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for local telephone calls or calls made to City. In exchange, Firm shall not be charged for calls made or received when at City, whether local or long distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to City (unless attendance is expressly requested by City).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2022-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY AMENDING THE CITY ATTORNEY CONTRACT WITH
ALESHIRE & WYNDER, LLP**

WHEREAS, Aleshire & Wynder, LLP (A&W) is a full service public law firm founded in 2003 with expertise in planning and land use, labor and employment, public finance, code enforcement, litigation, land movement, contracts, public works construction, public records, Brown Act, coastal, and all other areas of municipal law.

WHEREAS, in July of 2009 the City Council appointed A&W by its name partner David J. Aleshire, Esq., as the City Attorney of the City of Suisun City, pursuant to Contract Services for City Attorney Services (Agreement).

WHEREAS, Section 1 of the Agreement provides that the “designated City Attorney, Agency Counsel, and Assistant City Attorney may be established from time to time or modified by resolution of the City Council.”

WHEREAS, in July of 2011, the City Council designated A&W attorney Anthony Taylor as the City Attorney. Mr. Taylor served in that capacity until September 2021.

WHEREAS, in September of 2021, the City Council designated A&W attorney Elena Gerli as the City Attorney. Ms. Gerli currently serves as the City Attorney.

NOW, THEREFORE, the City Council of the City of Suisun City, California, does hereby resolve as follows:

Section 1. The City Council of the City of Suisun City hereby approves Amendment No. 1 to the Agreement between the City of Suisun City and Aleshire & Wynder, LLP substantially in the form of contract attached hereto as Attachment A and incorporated by reference. The City Manager is authorized to execute the amendment in a substantially the form provided.


Section 2. The provision of this Resolution shall become effective May 17, 2022.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17th day of May 2022.

Alma Hernandez, Mayor Pro Tem

ATTEST:



Anita Skinner
City Clerk

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing resolution was passed, and adopted at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th of May 2022, by the following vote:

AYES:	Council Members:	<u>Day, Hudson, Williams, Hernandez</u>
NOES:	Council Members:	<u>None</u>
ABSENT:	Council Members:	<u>None</u>
ABSTAIN:	Council Members:	<u>None</u>

WITNESS my hand and the seal of said City this 17th day of May 2022.


Anita Skinner
City Clerk

TO: **Honorable Mayor and Council, City of Suisun City**

CC: **Aaron Roth, Interim City Manager
Lakhwinder Deol, Finance Director**

FROM: **Elena Q. Gerli, City Attorney**

DATE: **November 12, 2023**

RE: **City Attorney's Office Rates effective July 1, 2023**

The City Attorney's Office's hourly rates increase by 4.2% on July 1, 2023, based on the San Francisco-Oakland-Hayward Consumer Price Index dated April 1, 2023. The rates for FY 2023-24 are as follows:

01107- City of Suisun			
7/1 Increase			
CPI-U San Francisco-Oakland-Hayward Region	2022	2023	
05/18/22 – 06/30/23	Rate	Increase	07/1/23 – 06/30/24
RATES:		4.2%	RATES:
\$235 Blended	235	245	\$245 Blended
\$275-P, \$245-A Lit/Spec Svcs	275	287	\$287-P, \$255-A Lit/Spec Svcs
\$260-P, \$245-A Cd Enf & Risk Mgmt	245	255	\$271-P, \$255-A Cd Enf & Risk Mgmt
\$350 Reimbursable	260	271	\$365 Reimbursable
\$350 Bond Financing	245	255	\$365 Bond Financing
\$175 Travel	350	365	\$182 Travel
	350	365	
\$160 Paralegal	175	182	\$167 Paralegal
\$110 Law Clerk	160	167	\$115 Law Clerk
\$ 60 Doc Clerk	110	115	\$ 63 Doc Clerk
	60	63	
Costs: A&W Standard Reimb Costs			Costs: A&W Standard Reimb Costs
(Includes: \$0.20 copies; IRS mileage).			(Includes: \$0.20 copies; IRS mileage).
Also see Fee Agr for all cost provisions			Also see Fee Agr for all cost provisions
(eg, mileage, litigation & travel costs).			(eg, mileage, litigation & travel costs).