AGREEMENT FOR SPECIAL COUNSEL SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY", and Goldfarb & Lipman LLP, a California limited liability partnership, hereinafter referred to as "SPECIAL COUNSEL".

RECITALS

The CITY requires outside assistance to provide the following services:

SPECIAL COUNSEL ATTORNEY SERVICES

SPECIAL COUNSEL represents itself as possessing the necessary skills and qualifications to assist in representing the City in litigation filed in San Diego County Superior Court, North County Division, entitled, *Building Industry Association of San Diego County v. City of Encinitas,* Case No. 37-2014-00034550-CU-WM-NC).

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the CITY and SPECIAL COUNSEL agree as follows:

1.0 TERM OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the CITY.

1.2 SPECIAL COUNSEL shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this AGREEMENT and shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated.

2.0 SPECIAL COUNSEL OBLIGATIONS (ATTACHMENT A)

2.1 SPECIAL COUNSEL shall provide the CITY with the following services:

The specific manner in which the services are to be performed is described in Attachment "A" which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "DESCRIBED SERVICES".

2.2 SPECIAL COUNSEL is hired to render the DESCRIBED SERVICES and any payments made to SPECIAL COUNSEL are compensation fully for such services.

2.3 SPECIAL COUNSEL shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

3.0 PAYMENT FOR SERVICES (ATTACHMENT B)

Payment to SPECIAL COUNSEL to render the DESCRIBED SERVICES hereunder shall be as set forth in Attachment "B" which is attached hereto and incorporated herein as though fully set forth at length.

4.0 SUBCONTRACTING (NONE)

5.0 EQUIVALENT ITEMS (NONE)

6.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained.

7.0 TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by either party, without cause, upon the giving of five (5) days written notice to the other party. Prior to the 5th day following the giving of the notice, the SPECIAL COUNSEL shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the final payment due to SPECIAL COUNSEL based on actual hours worked up to the termination date.

8.0 STATUS OF SPECIAL COUNSEL

SPECIAL COUNSEL shall perform the services provided herein in a manner of SPECIAL COUNSEL'S own choice, as an independent contractor and in pursuit of SPECIAL COUNSEL'S independent calling, and not as an employee of the CITY. SPECIAL COUNSEL shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. However, SPECIAL COUNSEL shall confer with the CITY.

9.0 ASSIGNMENT OF CONTRACT

SPECIAL COUNSEL is without right to and shall not assign this AGREEMENT or any part thereof or any monies due hereunder without the prior written consent of the CITY which shall not be unreasonably withheld.

10.0 INSURANCE

10.1 SPECIAL COUNSEL shall obtain, and during the term of this CONTACT shall maintain, a policy for automobile liability insurance and a policy of professional liability insurance from an insurance company authorized to be in business in the State of California in an insurable amount of not less than $l, 000,000 for each occurrence

10.2 Provide that the policy shall remain in full force during the full term of this CONTRACT.

10.3 Before SPECIAL COUNSEL shall employ any person or persons in the performance of the CONTRACT, SPECIAL COUNSEL shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

10.4 Prior to commencement of work under this CONTRACT, SPECIAL COUNSEL shall furnish to the CONTRACT OFFICER certificates of insurance.

11.0 NOTICES

11.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

11.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Glenn Sabine, City Attorney
City of Encinitas
505 So. Vulcan Avenue
Encinitas, CA 92024
(760) 633-2689 and (760) 943-2240 fax

11.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of SPECIAL COUNSEL and the proper person to receive any notice on the SPECIAL COUNSEL'S behalf is:

Barbara Kautz
Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
(510) 836-6336 and (510) 836- fax

12.0 ATTORNEYS' FEES

Not applicable.

13.0 SPECIAL COUNSEL'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

SPECIAL COUNSEL certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this AGREEMENT.

14.0 SPECIAL COUNSEL'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

SPECIAL COUNSEL certifies that SPECIAL COUNSEL is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of agents, employees, subcontractors and consultants that are included in this AGREEMENT.

SPECIAL COUNSEL:

by---------- 1-21-15
Barbara E. Kautz, Partner Date

CITY OF ENCINITAS:

by_____ _____
Gus Vina, City Manager Date

12.0 ATTORNEYS' FEES

Not applicable.

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SPECIAL COUNSEL:

by---------- ----------
Barbara E. Kautz, Partner Date

CITY OF ENCINITAS:

by _____ 1/21/15
Gus Vina, City Manager Date

ATTACHMENT "A"

SPECIAL COUNSEL shall perform the following services:

The sole and exclusive services to be provided are as follows:

Represent the City of Encinitas in litigation filed in San Diego County Superior Court, North County Division, entitled, *Building Industry Association of San Diego County v. City of Encinitas,* Case No. 37-2014-00034550-CU-WM-NC).

ATTACHMENT "B"

(Payment for Services Performed)

The CITY shall pay SPECIAL COUNSEL for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the SPECIAL COUNSEL, as full compensation for the SPECIAL COUNSEL'S services upon this project, not to exceed $300 (per hour) for hours actually worked.

Not to exceed rate per hour $ 300 for Barbara Kautz and Celia Lee; others according to rate schedule below. Attached "Billing Policies and Procedures" incorporated by reference.

Goldfarb & Lipman LLP
Rate Schedule

Partner	$275-300
Senior Counsel	$275-300
Associates	$175-300
Senior Law Clerks	$145
Law Clerks	$130
Project Coordinators	$130

GOLDFARB & LIPMAN LLP

BILLING POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we ask each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our present billing rates for services rendered for partners, associates, and for paralegals is attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we also charge for messenger, express and similar delivery services, court costs, travel expenses, and other costs and expenses incurred on your behalf.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date will be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month. As an incentive for early payments by clients, if payments are made within ten days of the date of the statement, we will be happy to reduce our statement by one percent.

We carry professional liability insurance above the limits required by law.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most cost-efficient basis possible. If you have any questions or comments regarding our billing policy, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP