AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is entered into on this 9th day of February, 2015, by and between the City of Encinitas ("City") and the law firm of Hogan Law APC ("Firm"). The purpose of this Agreement is for the Firm to provide legal services to the City in connection with the matter(s) described below.

1. SERVICES. The City does hereby retain the Firm, and the Firm does hereby accept representation of the City, to provide general legal advice to the City in connection with the California Environmental Quality Act ("CEQA"), and to provide such other services which the City may request in connection with compliance matters and litigation related thereto.

2. TERM. This Agreement shall be effective as of the date executed by the Firm and shall remain in effect until written notice of termination of the Agreement is given by either the City or the Firm pursuant to Section 6 below.

3. FEES AND BILLING. In consideration for the services rendered pursuant to this Agreement, the City agrees to pay to the Firm fees at the rate of two hundred seventy-five dollars ($275.00) per hour for legal services. The Firm shall provide the City with an itemized monthly billing statement on or about the fifteenth day of each month for legal services rendered during the previous month. The City shall review the Firm's itemized monthly billing and approve payment of authorized charges to the Firm within its regular payment schedule, but not later than thirty (30) days after receipt for billing. The total maximum amount of compensation which shall be incurred or billed by the Firm under the terms of this Agreement shall be Ten Thousand Dollars ($10,000.00), including reimbursable expenses as described in Section 4 below. Any amounts of fees in excess of this maximum amount must be approved in advance in writing by the City. The City shall not be charged for the Firm's support staff time or other overhead.

4. EXPENSES. The Firm shall be reimbursed for all out-of-pocket costs and expenses advanced by the Firm. Costs and expenses shall include, but not be limited to, extraordinary postage, copying, courier services, travel fees, parking fees and other related travel costs.

5. RESPONSIBILITIES OF FIRM. The Firm agrees to provide legal services in a professional manner and in the custom and practice of practitioners who are members in good

standing with the State Bar of California.

6. TERMINATION. The Firm shall have the right to terminate this Agreement upon thirty (30) days written notice. The City shall have the right to terminate this Agreement upon ten (10) days written notice.

7. INDEPENDENT CONTRACTOR. It is agreed that the Firm shall serve as an independent contractor and not as employees of the City.

8. INSURANCE. The Firm shall maintain professional liability insurance in the amount of not less than one million dollars ($1,000,000.00). Prior to commencement of work, the Firm shall provide evidence of Professional liability insurance to the City.

9. ASSIGNMENT/SUBCONTRACTING. The Firm shall not assign this Agreement or subcontract services to be provided hereunder without the prior written consent of the City.

10. COOPERATION. The City shall cooperate with the Firm in the provision of the services to be provided hereunder and shall make its officers, agents and employees available to the Firm as requested by the Firm.

11. COUNTERPARTS. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on the dates set forth below:

Dated: 2/9/15

CITY OF ENCINITAS

By: _____
LARRY WATT
CITY MANAGER

Dated: 4-09-15

HOGAN LAW APC

By: _____
MICHAEL M. HOGAN