

ATTORNEY REPRESENTATION AGREEMENT**I. PARTIES**

This Attorney Representation Agreement ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or "the Law Firm" and the City of Costa Mesa, hereinafter referred to as "Client."

**II. PURPOSE**

Client desires to retain and engage the Law Firm to provide legal services regarding general labor and employment matters and any other matters as requested by Client. The Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

**III. TERMS AND CONDITIONS****A. Fees for Services****1. Hourly Rate Services**

Client agrees to pay the Law Firm at the following standard hourly rates:

\$325-\$395 – Partners / Of Counsel

\$240-\$280 – Associates

\$185-\$205 – Paralegals

It is contemplated that the Law Firm will, and the Law Firm reserves the right to, increase its hourly rates each year effective each January 1 after the execution of this Agreement, unless the Agreement is canceled or this provision is modified in writing. The Parties agree that Sarah Lustig's hourly rate for 2019 is \$325.00.

**2. Costs and Expenses**

In addition to the fees described above, Client agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of the Law Firm charging Client for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript

costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client within 45 days following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed to and from the Law Firm's Cerritos office. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. The Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) The Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client; and (b) The Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Law Firm by Client shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of anyone or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,

4. Upon failure to cooperate with the Law Firm as described in paragraph E.

In the event that the Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of the Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

The Law Firm has a number of attorneys. The Law Firm may currently or in the future represent one or more other clients in matters involving Client. The Law Firm undertakes this engagement on the condition that the Law Firm may represent another client in a matter in which the Law Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Law Firm's representation of Client and in the course of representing Client attorneys of the Law Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Law Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the Client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Law Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to the Law Firm on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client

on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between Client and the Law Firm, whether financial or otherwise regarding the attorney-Client relationship, shall be resolved by binding arbitration. Each side shall bear their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of District Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end, it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Miscellaneous

1. The Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

2. The Law Firm shall at all times maintain errors and omissions insurance coverage applicable to the services to be rendered.

J. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the

Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

#### IV. DURATION

This Agreement shall commence on \_\_\_\_\_. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that the attorney-Client relationship terminated on the last date the Firm provided advice without further action or notice by either party.

"The Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD  
& ROMO

Dated: September 25, 2019

By: Sarah Lustig  
Sarah R. Lustig  
Irma Rodríguez Moisa

"Client"

CITY OF COSTA MESA

Dated: October 1, 2019

By: Lori Ann Farrell Harrison  
Lori Ann Farrell Harrison  
City Manager