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Matthew E. Richardson
(949) 263-6562
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October 8, 2014

BY HAND DELIVERY

City of San Clemente
C/o City Clerk – Attn: Joanne Baade
100 Avenida Presidio
San Clemente, CA 92672

Re: Proposal to Serve as City Attorney to the City of San Clemente

Dear Ms. Baade and Members of the City Council:

On behalf of Best Best & Krieger LLP (“BB&K”), I am pleased to enclose our proposal to serve as City Attorney for the City of San Clemente (“City”). As the proposal demonstrates, BB&K is the most qualified law firm to assist the City of San Clemente and its officials as they navigate the complex legal issues involving the City. Our firm offers the depth and breadth of experience to seamlessly integrate our legal services with the day-to-day operations of the City, handle any issue and workload, and provide the access and responsiveness you need and deserve.

I am a duly authorized representative of the firm and am submitting this proposal on behalf of the firm. We are proposing that I serve as City Attorney and primary contact for the City. I am a partner of the firm, authorized to bind BB&K to the terms of this proposal. My contact information is as follows:

Matthew E. Richardson, Partner
Best Best & Krieger LLP
18101 Von Karman Avenue
Suite 1000
Irvine CA, 92612
Phone: (949) 263-6562
Fax: (949) 260-0972
Email: matthew.richardson@bbklaw.com



BEST BEST & KRIEGER
ATTORNEYS AT LAW

City of San Clemente
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We look forward to the opportunity to discuss our proposal with you in more detail. If you require additional information about our team, services or experience, please do not hesitate to contact me by phone at (949) 263-6562 or by email at matthew.richardson@bbklaw.com. Alternatively, you may contact my partner Scott Smith by phone at (949) 263-6561 or by email at scott.smith@bbklaw.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew Richardson'.

Matthew E. Richardson
of BEST BEST & KRIEGER LLP

Proposal to Provide
City Attorney Services

Presented to:

City of San Clemente

RFP # 2015-01



October 8, 2014



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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I. PRIMARY CONTRACTOR INFORMATION

A. Firm Ownership

BB&K is a limited liability partnership owned by 50 partners.

B. Location of Offices/Offices Servicing Account

Indian Wells Office	Irvine Office (Local)	Los Angeles Office
74-760 Highway 111, Ste. 200 Indian Wells, CA 92210 Telephone: (760) 568-2611 Fax: (760) 340-6698	18101 Von Karman Ave, Ste. 1000 Irvine, CA 92612 Telephone: (949) 263-2600 Fax: (949) 260-0972	300 S. Grand Avenue, 25th Fl. Los Angeles, CA 90071 Telephone: (213) 617-8100 Fax: (213) 617-7480
Ontario Office	Riverside Office	Sacramento Office
2855 E. Guasti Road, Ste. 400 Ontario, CA 91761 Telephone: (909) 989-8584 Fax: (909) 944-1441	3390 University Avenue, 5th Fl. Riverside, CA 92501 Telephone: (951) 686-1450 Fax: (951) 686-3083	500 Capitol Mall, Ste. 1700 Sacramento, CA 95814 Telephone: (916) 325-4000 Fax: (916) 325-4010
San Diego Office	Walnut Creek Office	Washington, D.C. Office
655 West Broadway, 15th Fl. San Diego, CA 92101 Telephone: (619) 525-1300 Fax: (619) 233-6118	2001 N. Main Street, Ste. 390 Walnut Creek, CA 94596 Telephone: (925) 977-3300 Fax: (925) 977-1870	2000 Pennsylvania NW, Ste. 4300 Washington, D.C. 20006 Telephone: (202) 785-0600 Fax: (202) 785-1234

C. Number of Employees

The firm currently has 338 employees, 25 in Irvine.

D. Locations from which Employees will be Assigned

Work for San Clemente will be primarily staffed by attorneys in our Irvine office, with support provided primarily from our San Diego and Riverside offices.

E. Primary Contact

This proposal contains two alternative service plans from which the Council may choose:

- Alternative I, which we are prepared to deploy immediately, would have **Matthew “Mal” Richardson** serving as lead attorney.
- Alternative II, with **Scott C. Smith** serving as lead, would require the City of Lake Forest to approve a contract amendment, due to that City’s conflicting City Council meeting schedule.

Under either Alternative, the lead attorney would be the primary contact person for all matters and will supervise all legal services provided by our firm relating to the RFP and any resulting contract. The other attorney will be the secondary contact. Under either Alternative, Mr. Richardson and Mr. Smith would work in close cooperation on San Clemente matters,

communicating regularly, providing reciprocal backup, and participating at City Hall as their areas of specialty, matter responsibility, and economics dictate. Mal and Scott work in a tight partnership on nearly all of their legal work. They have successfully developed this approach in Lake Forest, where the two have become interchangeable on all legal issues.

Their contact information is as follows:

Matthew Richardson
Phone: (949) 263-6562
Email: matthew.richardson@bbklaw.com

Scott C. Smith
Phone: (949) 263-6561
Email: scott.smith@bbklaw.com

Best Best & Krieger
18101 Von Karman Avenue
Suite 1000
Irvine, CA 92612

F. Company Background, Approach to Services and Qualifications

BB&K is a full-service law firm with nearly 200 attorneys in eight offices in California and one office in Washington, D.C., delivering effective, timely, and service-oriented solutions to complex legal issues facing public agencies in virtually every legal specialty that would be of interest to the City. The firm offers unparalleled breadth and depth of legal experience with “local firm” availability, responsiveness, and familiarity.

BB&K’s Orange County office opened in 2001. Our Orange County municipal practice has experienced significant growth during that period, particularly in South County, where our lawyers have participated in representing Orange County city clients on the following issues:

- Regional and local transportation planning, modeling, and mitigation
 - Development of the Lake Forest Transportation Mitigation Program
 - Implementation and financings under the Foothill Corridor Phasing Plan
- General Plan updates and implementation of state housing laws
 - Adoption of Aliso Viejo’s first General Plan and 2004 and 2014 GPAs
 - Adoption and implementation of Housing Elements and comprehensive zoning ordinances in Stanton, Lake Forest, and Aliso Viejo
- Representation before the San Diego Regional Water Quality Control Board and other federal and state agencies regulating water quality
 - BB&K lawyers have headed public agency teams before the SDRWCB since

adoption of its first NPDES permits

- Lead counsel on unfunded mandate claims for largest group of SDRQCB co-permittees
- State laws relating to the formulation and collection of facilities and mitigation fees
 - Drafting and implementation of Lake Forest \$200 million Opportunities Study mitigation fee program
 - Drafting and implementation of Aliso Viejo Community Benefit Overlay fee program (funded community center and aquatics center)
 - Amicus brief authors for Association of California Water Agencies in appeal of decision invalidating City of San Juan Capistrano's water fees
- Regulatory takings and inverse condemnation
- California Public Utilities Commission
- Post-redevelopment and economic development law
 - Creation and general counsel services to Lake Forest and Stanton successor agencies
 - Negotiated and drafted AB 2647 (2014) transitioning former joint El Toro Project Area
- Public facility financing
 - 80+ acre sports park and recreation center in Lake Forest (2014)
 - Alton Parkway extension (2013)
 - Lake Forest city hall and community center (anticipated 2016)
 - Aliso Viejo Aquatic Center, Conference Center, and City Hall (2005)
- California Coastal Commission
 - Newport Beach and Sunset Beach annexations
 - Delineation of Aliso Viejo coastal zone and initiation of LCP
- Cortese-Knox-Hertzberg Act
 - Annexations to the City of San Clemente with pre-annexation agreements that have since become models statewide

- Regional issues relating to TCA, OCFA, OCTA, and the Orange County Sheriff
- Negotiating solid waste franchise agreements with San Clemente's franchisee

Our Orange County team is active in community affairs in San Clemente and Orange County in general. Mal Richardson and Elizabeth Hull have longstanding working relationships with San Clemente's new City Manager. Scott Smith is a 10-year resident and active member of the San Clemente community.

BB&K is one of the most experienced municipal law firms in California. Founded in 1891, the firm currently represents more than 30 cities statewide as city attorney. BB&K's municipal practice focuses solely on helping public clients successfully maneuver through legal complexities and governmental mandates. Because BB&K has a history of extensive involvement in all aspects of municipal law, we have pioneered methods to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our firm has extensive client experience with the Brown Act, public records laws, and conflict of interest laws/campaign reform. Our approach ensures the highest quality and most timely representation available in California.

BB&K is prepared and qualified to provide all the legal services listed in the RFP's Scope of Services, as well as to counsel and represent the City on all issues likely to arise.

We understand the City's organizational structure, including your form of government and the entities through which you provide municipal services. We also understand the role we would have with the City Council, City Manager, and Department Heads. We would be a partner with the City and its residents, as well as a trusted advisor committed to the success of the City and its initiatives.

Resumes for the team we are proposing to perform services under any contract resulting from the RFP are provided in Section II below.

1. Role of City Attorney

The role of the City Attorney is to provide legal representation to the City. This includes not only defending the City in all legal matters but, more importantly, being proactive to ensure that the City is at all times complying with the law as it works toward strategic goals and objectives. Our practice is to work actively as a City department, setting our departmental goals and objectives to coincide with the City's larger goal-setting. We believe it is important that the City Attorney be involved in City projects from inception to ensure that such projects are not held up by legal hurdles, and to work with the City in a pragmatic and cost-effective manner to minimize risks. Mr. Richardson and Ms. Hull have participated in annual goal-setting with your City Manager; Mr. Smith has participated in San Clemente's Long Term Financial Plan process during his tenure on the City's Coastal Advisory Commission.

The City, represented as a whole by the City Council, is the City Attorney's client. To fulfill this ethical obligation, our practice is to provide advice to all Councilmembers if we provide it to one, treating each Councilmember similarly so you are not surprised individually about any communication or legal issue. We look to the City Manager for direction on City staff interaction, and to the City Council for direction on furthering the City's priorities, goals, and vision.

We believe our status as contract City Attorney should not alter our role as City team members. The City Attorney, whether in-house or by contract, is a representative of the City. It is important that the City Attorney be professional and respectful at all times, not only to the City Council and City staff but to all members of the community. We believe that we owe you and the City zealous advocacy, but that on your behalf we also owe San Clemente's businesses, citizen's groups, and the public, respect, plain communication, and openness when attorney-client confidentiality so permits.

2. Communication

Open lines of communication between the City Attorney and the City Council, City Manager, and City staff are essential. BB&K's top priority is to keep the City regularly apprised of all new developments. We will continuously update the City Manager on all matters through frequent, if not daily, communications, prioritizing matters as the Manager sees fit. We will review agendas well in advance of City Council meetings to ensure that the City Council is apprised of all related legal issues, and that agenda properly reflects such matters. All attorneys handling matters will copy our lead attorney on all correspondence and provide continuous updates necessary for him to serve as a single point of reference to the City.

It is very important that we are always available to City officials, officers, and employees, as the City Council and the City Manager see fit. This means that we are available in-person, by phone, or by e-mail at all times of the day. Our clients judge us on the quality, speed, and delivery of our service. We return phone calls as quickly as possible, frequently check our e-mail, and quickly answer routine inquiries.

Your BB&K City Attorney would work with the City Manager and City staff to proactively address legal issues that might arise on items that will be before the Council and items that are of interest to the Council. To the extent that the issue involves anticipated litigation, or other issues subject to the Brown Act's closed session safe harbor provisions, he would meet with the Council in closed session and provide a closed session memorandum that analyzes the issues, provides options, and includes a recommendation. To the extent the matter does not allow for closed session, he would still provide a similarly detailed legal memorandum.

3. Assignment and Delegation of Work

As determined by the City Council, Mal Richardson or Scott Smith will be the primary contact for all matters and will supervise all legal services provided by our firm. This approach will serve to avoid duplication of efforts among our attorneys and help minimize legal costs. The lead attorney will also attend all City Council meetings, unless otherwise requested or communicated in advance, as well as key meetings of senior staff as needed. He will provide e-mail or telephone updates immediately when there is a significant legal event that relates to the City.

Under Alternative I, Mr. Richardson would serve as City Attorney and primary contact for the City, and will do so in close partnership with Scott Smith. Their roles would be reversed under Alternative II. Over the past six years, Mal and Scott have developed a unique working relationship, resulting in a tight partnership on nearly all of their legal work. Mal and Scott successfully developed this approach in Lake Forest, where the two have become interchangeable on all legal issues.

Mal and Scott will be backed up by an accomplished team of Municipal Law and

Environmental Law attorneys. Matters assigned to paralegals would be fully supervised by one or more of the San Clemente attorney team listed in Section II below.

When faced with an issue requiring specialized expertise (such as a complicated piece of litigation), we would consult with the City Manager to evaluate the level of expertise needed. We would research whether any attorneys have that experience in-house and also determine other counsel with relevant experience. If the decision to hire another attorney rests with the City Council, we would provide an analysis of services and rates to the Council. Otherwise, we would collaborate with the City Manager to find the City the best and most efficient person or firm to provide the specialized service required.

4. Transition Plan/Process for Transferring Existing Caseload

Our City Attorney team has assumed responsibility for City clients in transition from other firms. In addition, BB&K has transitioned City clients from other firms for decades. This experience, both individually, and firm-wide, has resulted in a tested and effective approach to client transition that results in little to no disruption for the City. In each case that Mr. Richardson and Mr. Smith have assumed responsibility for major city contracts, professionalism in dealing with the predecessor City Attorney and appreciation of Council and staff unease were particularly helpful in making those transitions smooth.

In addition to these general considerations, our transition plan would, as in the past, include:

- A major briefing by the predecessor City Attorney and City Manager
- Lunch meetings with each Department Head
- Individual interviews with each City Council Member wishing to meet
- A review of the last several months' agenda packets
- Possible "special counsel" contract with predecessor firm for limited re-engagement on matters wrapping up

The time spent in transitional meetings with staff and City Council Members would not be billed to the City, but would be assumed by BB&K as a necessary step in a seamless transition. Again, in each case Mr. Richardson and Mr. Smith have assumed responsibility for a City client, the City clients noted little disruption in the transition, and the outgoing lawyers moved positively onto other duties without ill-will toward the incoming team.

5. Brown Act, Political Reform Act and Public Records Act

BB&K has extensive experience advising clients on the interpretation and application of the Brown Act. Advice often pertains to:

- Requirements for agenda preparation, posting, and distribution
- Closed session topics and reporting
- Notices and agendas for special and emergency meetings
- Adding agenda items after agenda is posted
- Conducting meetings by teleconferencing

- Application of Brown Act to committees of official bodies
- Avoiding violations and penalties

BB&K frequently provides advice and training workshops to elected and non-elected public officials regarding conflicts of interest laws including the Political Reform Act, self-interested contracts (Government Code Section 1090), campaign contribution conflicts, incompatibility of public offices, and AB 1234. Our lawyers played an integral role in preparing the League of California Cities' seminal publication on open meeting laws, "Open and Public." We also defend challenges to our clients' compliance with the Brown Act. We were successful in 2011 in advocating Aliso Viejo's position and facilitating a compromise in a Brown Act challenge brought by Calaware, an open meeting law advocacy group

BB&K regularly advises clients on all aspects of California's Public Records Act. We routinely brief our clients on pending legislation and cases in this area. With the emergence of new technology, we regularly advise clients regarding the use of e-mail, records retention, and the public's right to access electronic information. We regularly speak at seminars and workshops regarding updates concerning the Public Records Act and e-mail/technology issues. Our lawyers were involved with the preparation of the League of California Cities' book on the Public Records Act. We developed a model electronic records retention policy in Lake Forest that Calaware has proposed as a model statewide.

6. Ethics and Conflicts of Interest

BB&K provides advice to elected and non-elected public officials regarding conflicts of interest laws including:

- Political Reform Act (Government Code § 81000 et seq.)
- Self-interested contracts (Government Code § 1090)
- Campaign contribution conflicts (Government Code § 84308)
- Incompatibility of public offices

We are informed of the most recent decisions from the Fair Political Practices Commission. We also monitor statutory and common law changes to the law and regularly advise clients of such changes. This effort is led by Public Policy and Ethics practice group which is headed by a BB&K attorney with 35 years of experience with the State Attorney General, serving 20 of those years as the head of the AG's San Diego Office as Senior Assistant Attorney General.

BB&K designs innovative publications to educate and assist public officials confronted by these issues. Our attorneys conduct ethics training workshops for public agency officials in compliance with AB 1234 and Government Code Section 53235. We also speak regularly at seminars and workshops, updating our clients on the most recent changes and trends to this law. We have developed and implemented internal General Counsel Best Practices, which include internal controls such as peer review and mandatory AB 1234 training for all BB&K Form 700 filers.

We were pleased to assist our Orange County clients in avoiding recent criminal complaints filed against council members throughout Orange County in connection with their appointments to regional boards. Our Sacramento lawyers worked closely with the Fair Political Practices

Commission (“FPPC”) in 2012 proceedings to update its regulations relating to appointments to regional boards and commissions. We regularly assist City clients in writing and updating their Local Conflicts of Interest Codes. Team member Cristina Talley represented the League of California Cities City Attorney Department for years in its interface with the FPPC, serving as the League’s primary contact in the update of the FPPC’s gift regulations.

7. Land Use and Zoning

A core function of BB&K is to provide land use and planning services to our city clients. We work on every aspect of the land use and planning process, from general plans to specific plans, from tentative maps to conditional use permits, from development agreements to vesting maps. We work closely with staff and elected officials on planning issues and advise Planning Commissions and City Councils on all planning matters.

We advised the City of Aliso Viejo on its first General Plan and two subsequent General Plan updates. Our work for Aliso Viejo included work on the City’s new zoning ordinance, which contains zoning for several City-specific land uses, including special provisions relating to affordable housing and adaptive re-use of property for religious and other assembly uses. This process involved BB&K team members in prolonged but successful negotiations with the Department of Housing and Community Development over the City’s Regional Housing Needs Assessment. Our efforts included writing zoning policies relating to sustainable communities, green building codes, updated water conservation regulations, and stormwater regulations conforming to new regional water quality control board regulations. Aliso Viejo’s General Plan included some innovative provisions known as the Community Benefit Overlay Zone policies. These provisions create “default” zoning which applies as a matter of right, but also “community benefit” entitlements, which provide enhanced entitlements to developers who commit to contributing community benefit fees for public facilities and affordable housing in connection with development agreements. The most recent planning and zoning work there included a development agreement with the community’s master developer for a new hotel. Our current work involves the City’s revisioning of its Town Center to take advantage of new trends in retail sales and infill urban housing. BB&K’s work on this project has included reviewing nearly 30 years of private deed restrictions in title documents to enable the renegotiation of antiquated land restrictions in exchange for the City’s more modern version of land use goals.

We have also assisted the City of Lake Forest in negotiating and processing a series of development agreements, general plan amendments, subdivision maps, and environmental impact reports for the development of approximately 950 acres of land, resulting in millions of dollars in benefits to the City of Lake Forest, including a 80+ acre sports park, new city hall and recreation center, numerous public parks, and construction of a 6 lane major arterial highway. We have specialized experience in drafting custom ordinances for environmentally, economically, and historically sensitive areas of our cities.

In addition to the regular review of zoning ordinances and service to our cities’ planning commissions and housing boards, we also assist clients with the legal review of other specialized land use matters such as wireless communications land use regulatory issues, negotiation and drafting of development agreements and master planned community agreements, the Subdivision Map Act and Permit Streamlining Act, Medical Marijuana dispensaries, sign regulations, adult use regulations, impact fees, dedications, conditions and exactions, and growth control measures.

8. Transportation

BB&K has developed an expertise in general transportation law. We have acted as general and special counsel to a variety of transportation agencies, including the Riverside County Transportation Commission (“RCTC”), Contra Costa Transportation Authority, North County Transit District, Omnitrans, Los Angeles Metropolitan Transportation Authority (LA Metro) and others. We work regularly with clients on implementation of Orange County’s Master Plan of Arterial Highways. We have an expertise in a wide variety of transportation matters including funding issues, property acquisition for highways and rail projects (including extensive corridor-wide eminent domain), inverse condemnation, construction contracts and litigation, procurement policies and procedures, railroad liability, and environmental compliance.

We are currently assisting RCTC in the implementation of a design-build Express Lane project on Route 91 and have unique experience in dealing with recently enacted legislation and CTC guidelines that govern implementation of such projects in California.

BB&K has prepared prequalification procedures, construction contract documents (including review and inclusion of Federal Transit Administration and other federally required provisions for federally funded capital projects), review of Disadvantaged Business Enterprises requirements, review of technical specifications as to legal issues, review of Owner Controlled Insurance Program contract requirements, negotiation of agreements with cities and counties which are within the project boundaries regarding exemptions from land use permitting requirements, services related to real property acquisition, review of Full Funding Grant Agreement requirements, preparation and negotiation of utility relocation agreements, and coordination with project construction managers and design consultants.

We also have experience drafting and implementing local transportation mitigation fee programs, including the Lake Forest Transportation Mitigation Fee Program (LFTM), which provides a mechanism for imposing transportation impact fees on new development within specified areas of benefit, and provides for the improvement of transportation infrastructure throughout the city.

9. Revenue Measures

Propositions 13, 62, and 218 establish numerous procedural requirements and substantive limitations on the use of revenue from water, recycled water, sewer service, and other fees and charges. BB&K attorneys work with our public utility clients to prevent or defend legal challenges under the California Constitution and State law to these fees and charges. In this regard, we work with our clients in reviewing their revenue requirements and in developing rates and fees that best meet their needs. Additionally, we review utility rate and fee studies and prepare the notices of public hearings for the adoption of fees and charges to ensure compliance with these constitutional mandates. Our Proposition 218 team works regularly with national-recognized consultants in their review and recommendations for rates. The Association of California Water Agencies recently selected BB&K as brief-writer in its amicus support for the City of San Juan Capistrano in its appeal of an important decision invalidating the city’s water rates and related capital fees.

Proposition 26 placed additional constraints on the ability of public agencies to raise revenue through the imposition of other one time fees and charges. Proponents of Proposition 26 targeted

state and local government fees and charges that exceed the reasonable costs of regulation and those that exceed the reasonable costs of providing a specific benefit, privilege, or government service or product. BB&K also proactively works with our clients to ensure that any other fees and charges that they propose to impose are not redefined as taxes under the requirements of Proposition 26 and subject to voter approval.

BB&K has advised clients on California's Mitigation Fee Act since its adoption and regularly reviews nexus studies prepared for our city clients.

10. Condemnation/Inverse Condemnation/Regulatory Takings

BB&K's premier reputation in eminent domain and inverse condemnation law is built on hard work, commitment to legal excellence, and personalized attention to our client's needs and goals. Our clients sometimes consider eminent domain a necessary tool to provide public infrastructure and facilities. Our assistance to them in that regard is based on an understanding that this power must be exercised with responsibility, fairness and professionalism.

BB&K maintains a statewide practice that covers all aspects of eminent domain and inverse condemnation counseling and litigation. Our Eminent Domain practice group has been responsible for thousands of acquisitions throughout California for every type of public project including schools, highways, rail transit, blight removal, public housing, flood control facilities, water lines and reservoirs, parks, dams, endangered species habitats, power transmission, airports, and even courthouses.

The Eminent Domain practice group is a team of lawyers and paralegals experienced in the full gamut of issues that can arise in the complex eminent domain process – everything from “right-to-take” challenges to high stakes just compensation and inverse condemnation/regulatory taking claims. Collectively, we have decades of experience in all forums, from city council chambers to the courtroom. Our lawyers have been responsible for several published court decisions and changes in legislation that have helped shape the law of eminent domain in California.

The Eminent Domain practice group addresses issues immediately, creatively and effectively all the way to project completion. We work at every level of the process, from project planning to public hearings, from negotiation to trial and appeal.

Our lawyers have extensive experience briefing and arguing eminent domain issues at the appellate level. BB&K lawyers have appeared in many reported decisions dealing with eminent domain issues.

Our work on inverse condemnation cases includes the following representation:

- BB&K represented the City of Azusa in *Res-Care, Inc. v. City of Azusa*. The case involved a flooding incident which occurred when a City-owned water main burst and flooded a care facility for mentally disabled adults. Plaintiff claimed damages in excess of \$400,000, and was seeking permission to add an even larger claim for inverse condemnation. Because liability appeared inevitable, BB&K's initial instructions were to settle the case as quickly as possible. However, when plaintiff refused to settle for less than the full amount of its damages, BB&K filed and won a motion for summary judgment based on

technical flaws in plaintiff's complaint and an expert witness declaration. BB&K also convinced the court to reject plaintiff's proposed inverse condemnation claim, on which the City would have been held strictly liable. Judgment was entered in favor of the City.

- *Abarca, et al. v. Merck & Co., Inc., et al.* (USDC, E.D. Cal., Case No. 1:07-CV-00388 OWW) Representation of the City of Merced in a case claiming dangerous condition of public property, nuisance, and inverse condemnation for flood damages brought by 2200 plaintiffs.
- *Placentia-Yorba Linda Unified School District v. City of Yorba Linda* (Orange County Superior Court, Case No. 06CC10534) BB&K represented the City in a case alleging inverse condemnation and other claims for flooding allegedly caused by the City's storm drain. This case settled.
- BB&K defended the San Diego Metropolitan Transit Board ("MTDB") on multiple claims for inverse condemnation due to noise and in connection with development of the San Diego Trolley system.

11. Storm Water Regulation, Solid Waste, and Recycling

Our attorneys are well versed in compliance and regulatory issues under federal and state water quality statutes and regulations. We have in-depth transactional and regulatory experience in water supply, water quality, sanitation, and solid waste issues. We have been privileged over the years to represent, on a federal and state level, our numerous public agency clients in all aspects of the regulation of water, sanitation, and solid waste matters.

Our practice includes advising our clients on the following issues:

- Compliance with state and federal regulations and permits pertaining to stormwater discharges, including California and federal Clean Water Act requirements
- Negotiation and development of municipal stormwater permits for cities across California
- Drafting of complex regulatory ordinances and agreements involving state and federal water quality and solid waste laws
- Compliance with state mandated recycling and solid waste reduction programs
- The prosecution or defense of complex litigation, including actions involving breaches of agreements, enforcement of ordinances and compliance with state and federal law
- Compliance with state and federal regulations pertaining to publicly-owned and privately-owned water systems, including negotiations with California and federal regulatory agencies
- Helping our clients draft informative and useful public information materials concerning stormwater, sanitation, and solid waste matters

BB&K routinely represents clients in matters before the California Regional Water Quality

Control Boards, the California State Water Resources Control Board, and US EPA. BB&K has been actively involved with municipal stormwater issues in South Orange County for more than a decade and is intimately familiar with stormwater permitting requirements applicable to South County cities.

In all aspects of their stormwater practice, BB&K's attorneys strive to attain outcomes that benefit both their clients and the environment. Many environmental attorneys pursue a "win at all cost" strategy that disregards the public policy behind the nation's environmental laws. In contrast, whenever possible, BB&K seeks solutions that allow our clients to comply with applicable laws while remaining consistent with national environment policy. We have found that in many cases doing the right thing means protecting the environment and positioning our clients for future compliance. Our efforts on behalf of the City of resulted in the City being removed from Heal the Bay's list of California's dirtiest beaches after twelve years on the list. Our efforts were profiled in the Daily Journal. On behalf of the City of Oceanside, we recently worked with the San Diego Regional Water Quality Control Board to avoid development of a TMDL by agreeing to implement best management practices, and conduct additional studies, an outcome that all parties agreed was preferable to the proposed TMDL.

12. NPDES and Saltwater

BB&K has significant experience working with clients on issues related to ocean desalination and groundwater de-salter projects. In particular, BB&K attorneys are currently working with the City of Santa Barbara on the permitting issues associated with moving the City's desalination facility from stand-by mode back to operational, including working with the Regional Water Quality Control Board on the renewed NPDES permit for the brine discharge. It also includes working with the State Water Resources Control Board on the proposed Desalination Amendments to the Ocean Plan to implement the requirements of Water Code section 13142.5(b). We are also advising the City of the CEQA issues associated with this effort.

In addition, we are working with the City of Avalon on desalination issues, both involving potable units and in connection with the Edison desalination plant. A BB&K attorney was the City Attorney in Carlsbad during the permitting of the Poseidon facility, and several BB&K lawyers were involved in the litigation involving that plant for many of our water district clients who had contracts to purchase the water from the facility.

Finally, BB&K recently helped the Sweetwater Authority to obtain an NPDES permit for discharges from its brackish water desalination plant and we have been working with agencies in Orange County on a pilot desalination project at Doheny State Beach.

13. Litigation

Because BB&K has a history of extensive involvement in litigation on behalf of our municipal clients, we understand how to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our approach ensures the highest quality and most timely representation available in California. It would be hard to find another law firm in California that has the breadth and depth of experience that BB&K possesses in municipal law and municipal law litigation.

One of the hallmarks of BB&K is its ability to offer its municipal and public agency clients a full range of litigation support. Drawing on the experience and expertise of more than 100 lawyers

spanning many decades, BB&K is readily able to handle all of your potential litigation needs, including those in labor and employment, contracts, construction, energy, transportation, redevelopment, environmental issues, condemnation and eminent domain, assessment foreclosures, education, land use, CEQA, and water. In addition, having both public law and litigation “under one roof” affords BB&K the opportunity to tailor its litigation services to better meet the particular needs of its municipal clients and promotes more effective litigation management.

Our Orange County litigators recently prevailed in a California Supreme Court Decision upholding California cities’ ability to regulate retail marijuana dispensaries under their traditional zoning authority. Working in cooperation with the US Attorney’s office, we successfully abated 38 Lake Forest marijuana dispensaries operating in violation of the zoning code.

We regularly enforce ordinances on behalf of our public agency clients and strive to avoid costly litigation whenever possible. Our lawyers regularly use alternative dispute resolution (“ADR”) techniques and processes to help resolve matters for our public agency clients. The first step in successfully using ADR is to determine whether ADR approaches work for the case. While most cases can be resolved through ADR, public agencies are sometimes faced with basic legislative or policy questions that are not a proper subject for ADR. Employing ADR in these situations is generally not effective and may lead, in the long run, to higher litigation costs. We work closely with our clients to first determine whether ADR may be effectively used in a given matter.

Once our clients have authorized us to pursue ADR techniques, we assist the client in determining what technique will best resolve the matter. We regularly engage in informal settlement discussions, court sponsored settlement conferences, mediation, non-binding arbitration and binding-arbitration. For example, we helped the Community Development Commission of the City of Oceanside to resolve through mediation a significant piece of litigation with the previous developer of the City’s Beach Hotel Project. This mediation process allowed the CDC to gain full control over the property, obtain a full release of liability and, most importantly, to move forward with the project with a new developer.

14. CEQA, NEPA and Environmental Law

BB&K is a nationally recognized leader in environmental law. Because we represent so many water providers and other public agencies, we are experts in environmental and regulatory law. For projects involving water rights, water quality, compliance with CEQA or NEPA, endangered species, air quality, hazardous waste, or other environmental issues, we have the environmental expertise to help our clients achieve their objectives.

BB&K’s expertise in CEQA is recognized throughout California, where we are known for our ability to handle the complete CEQA environmental review and approval process for large scale public and private development projects. Our attorneys have assisted hundreds of clients through all aspects of the CEQA and land use entitlement process, from document preparation to any subsequent litigation. We also represent clients with pre-project planning and strategy – before CEQA is triggered – to minimize legal and project costs and to improve clients’ environmental documents. As a further illustration of our CEQA expertise, BB&K prepares local CEQA guidelines on behalf of more than 70 public agency clients, including cities, school districts, water districts, and special districts.

More specifically, our CEQA attorneys regularly review and prepare notices of exemption, initial studies, negative declarations, findings and statements of overriding considerations, addenda, and mitigation monitoring and reporting plans. We are also experts at writing and editing environmental impact reports to fully comply with CEQA's requirements. If a legal challenge should arise, our CEQA lawyers are skilled in the procedural and substantive intricacies of litigating a CEQA case, including shortened statutes of limitations, administrative record requirements, and unique briefing and oral argument strategies.

We are also adept at understanding the interplay between CEQA and other environmental statutes, including the State and Federal Endangered Species Acts, the National Environmental Policy Act, and the State and Federal Clean Water Acts.

BB&K has extensive NEPA experience, having assisted clients through the entire NEPA procedural and document preparation process. For instance, our attorneys are skilled at reviewing and preparing notices of exemption, environmental assessments, and findings of no significant impact (FONSI). We have expertise in writing and editing environmental impact studies to fully comply with NEPA's requirements. Moreover, we are skilled in all aspects, including the procedural and substantive intricacies, of litigating a NEPA case.

15. Coastal Commission

BB&K advises and supports our clients relating to matters involving and before the California Coastal Commission. Because of our experience in this area, we can assist the City of San Clemente with:

- Citywide Local Coastal Program Updates: We can provide counsel regarding amendments to citywide Local Coastal Programs (LCPs), including review of such amendments under CEQA.
- Process Applications to the California Coastal Commission: We can assist in the securing of coastal development permits for various city public works projects within areas where Coastal Commission review and approval is required. Examples include an extensive hillside stabilization and rockfall mitigation project, replacement of fuel docks, refurbishment of ferry docks, sand replenishment, and rip rap replacement.
- Dialogue with Coastal Commission Staff Regarding Compliance with the Coastal Act: We are experienced in discussing with Coastal Commission staff the proper application of waiver and emergency permit requests, the appropriate procedures to follow, and whether or not environmentally sensitive habitat areas (ESHA) are present and constrain development of particular parcels. We can also advise you on federal preemption of state and local regulation of the Coastal Act.
- Processing Private Applications for Coastal Development Permits to be Issued by the City Under its LCP: We can analyze LCP consistency for such projects and draft staff reports and resolutions granting permits.
- Coastal Commission Public Hearing Representation. We can appear before the Commission at public hearings both as an advocate for the granting of entitlements and to challenge projects with potential adverse impacts.

16. Public Finance

BB&K attorneys have assisted public agencies in a variety of financing matters for more than 30 years. In this regard, BB&K has acted as lead bond counsel, special counsel or underwriter's/disclosure counsel in the following types of financings:

- Marks-Roos pooled financings
- Tax allocation financings
- Mello-Roos bonds
- Special assessment bonds
- General obligation bonds
- Lease revenue financings
- Enterprise revenue financings
- Residential mortgage revenue bonds (single family and multi-family)
- Nonprofit corporation "501(c)(3)" financings
- Certificates of participation

In addition, we have extensive experience with current and advance refunding of bond issues, fixed and variable rate borrowings, and the use of short-term and long-term borrowings. Moreover, we have acted as bond counsel on borrowings using different credit enhancement techniques such as bond insurance, letters of credit, and GNMA, FNMA, and other mortgage-backed securities programs.

BB&K attorneys have also assisted Orange County city clients with the financing required for acquisition of land for and construction of the following projects: and 80+ acre sports park and recreation center in Lake Forest, the Alton Parkway extension, the Lake Forest city hall and community center, and the Aliso Viejo Aquatic Center, Conference Center, and City Hall.

17. Local Utilities

BB&K serves as general counsel to both large and small water providers and wastewater treatment agencies. We regularly advise public agency and private clients across California on all aspects regarding allocation of scarce water supplies and water distribution. As part of this service, we aid in the acquisition, development and maintenance of surface and ground water rights as well as navigating issues related to regional management of water supplies and water transfers.

We are also regularly involved in drafting water legislation, and many of our attorneys regularly teach university seminars and courses on water rights law.

BB&K is actively involved in virtually all of California's most important water issues. BB&K attorneys have taken part in everything from the Santa Maria and Antelope Valley groundwater adjudications to the Quantification Settlement Agreement for the use of Colorado River water.

We represent several cities that operate wastewater treatment facilities and assist them in meeting state and federal treatment and discharge requirements. We serve as General Counsel to the San Diego Metropolitan Wastewater JPA.

18. Personnel

BB&K counsels clients on all aspects of employment laws and human resources management issues, including wage and hour standards, layoffs, employee termination, discipline matters and personnel policies. We provide advice on compliance with state and federal laws such as Title VII, the Fair Employment and Housing Act, the Fair Labor Standards Act, the Americans with Disabilities Act, family leave laws, and the WARN Act. When workplace concerns arise out of the collective bargaining process we handle contract negotiations, impasse procedures, grievance and arbitration proceedings, union representation proceedings, and unfair labor practice charges before local, state, and federal agencies. Our lawyers regularly represent employers before the National Labor Relations Board, the Public Employment Relations Board, the California Department of Fair Employment and Housing, the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor and State Labor Commissioner, and the Division of Occupational Safety and Health, as well as before public agency personnel boards and civil service commissions.

We regularly provide training sessions for clients on critical areas of the law as well as new legislation and regulations that affect the workplace. While our goal is to help employers avoid litigation, we have extensive experience in every aspect of employment litigation, from single or multiple employee discrimination cases to sexual harassment allegations to class action wage and hour claims in all state and federal courts throughout California. We are committed to providing an aggressive defense for our clients while at the same time remaining cognizant of economic realities.

BB&K attorneys work with clients in documenting performance, drafting disciplinary charges, advising clients on the legal and procedural aspects of discipline, participating in the *Skelly* process and conducting due process hearings. We also defend post-disciplinary writs and lawsuits. We represent clients in personnel hearings in numerous forums and before various types of decision-makers.

In times of economic hardship, BB&K's attorneys often assist employers in drafting, revising, and complying with layoff procedures. We also have a wealth of experience in assisting employers in dealing with the political aspects of layoffs, and negotiating the effects of layoffs with employee organizations.

BB&K attorneys have substantial experience conducting labor negotiations. BB&K also defends clients from unfair labor practice allegations filed with the National Labor Relations Board and the Public Employment Relations Board. We regularly assist employers in responding to grievances and in grievance arbitration. BB&K advises and represents employers in union representation proceedings and elections. Our services include acting as chief negotiator, as well as reviewing and preparing proposals. We are dedicated to understanding our clients' needs and goals during negotiations, and finding creative ways for our clients to achieve their objectives. In addition, the firm advises and represents employers regarding strike management, work slowdowns, and other union tactics.

BB&K has an in-depth understanding of the Public Employees' Retirement Law (PERL)

and how CalPERS operates. We counsel public agencies on the design of employee benefit programs and issues presented by the retirement programs and welfare benefit plans they establish and maintain for their employees. We advise clients on tax requirements as well as on fiduciary obligations under ERISA and state and local pension laws. BB&K attorneys are experienced in providing counsel to public employers on their ability to modify or reduce pension and retiree health benefits in light of California's vested rights doctrine. In addition, BB&K has substantial experience in designing tax-favored funding vehicles for post-retirement benefits and health benefits, such as VEBA's, Section 125 cafeteria plans, and health reimbursement arrangements.

19. Public-Private Partnerships

BB&K is uniquely positioned to provide strategic advice for both public and private clients from negotiation through implementation of successful public-private partnerships and joint ventures. Our Public-Private Partnership/Joint Venture Group integrates the practices of public agency law, land use, commercial law, real estate transactions and finance, public finance and construction law.

A Public-Private Partnership is an arrangement between a public agency (federal, state or local) and a private sector entity. Through this arrangement, the expertise and assets of each sector (public and private) are combined to deliver a service or facility for the benefit of the community. Public-Private Partnerships combine real-world business expertise with extensive knowledge about how government agencies work – from their legislative and decision-making processes and political environments to financing tools, governing laws and public relations concerns. Our attorneys leverage this unique understanding when counseling public agencies, as well as the private entities with whom they partner.

Allocation and management of the risks inherent in a particular transaction, including design, construction, operation, financing and taxation impacts, as well as state and federal regulatory issues is at the heart of Public-Private Partnerships. Our attorneys have pioneered new and evolving public-private contractual arrangements for transportation and public infrastructure projects, redevelopment, military base reuse, master planned communities, commercial and industrial projects. The proper alignment of public and private interests is critical for success.

BB&K's Public-Private Partnership/Joint Venture Group provides a set of tools that allow public entities, private project proponents and investors new and expanded opportunities for successful endeavors, especially during these economic times. Whether it is the delivery of capital projects or a particular service, a concession, performance, incentive, or philanthropic agreement, BB&K has the experience and tools to help reach a workable solution.

20. Federal Government Services

Although this proposal responds to your request for legal services, many of our clients take advantage of additional services the firm offers. We want you to be aware that we maintain a full government relations office in Washington, D.C. which effectively monitors, researches and advocates clients' positions before Congress and executive branch agencies. We would be happy to provide you with more information on services and costs—either on a retainer or hourly basis—if you are interested.

In addition, clients can, upon request, receive a weekly subscription to our well-received *Washington Report* tailored to the City's needs. The report details legislative developments and includes an upcoming schedule of interest, updates on what occurred in Washington the week prior, what will occur in Washington the next week, comments sought and program announcements of interest, new grants, active grants previously reported, non-governmental grants of interest and other valuable information.

21. Code Enforcement

BB&K's Municipal Law attorneys utilize a comprehensive approach to its code enforcement services. BB&K recognizes the importance of using a selective assortment of enforcement mechanisms available to municipalities. We also understand the importance of ensuring that code enforcement actions are cost-effective.

In this area, our attorneys provide specialized service in the following areas:

Administrative Proceedings. BB&K has developed a wealth of experience in the context of code enforcement administrative proceedings. Whether they be administrative hearings under a uniform code, your own municipal nuisance ordinance, or in the context of use permit or license revocations, our attorneys have the knowledge to get the desired result. BB&K attorneys are experienced in advising municipal clients, prosecuting administrative actions before local administrative bodies and successfully defending administrative decisions in court.

Civil Litigation. BB&K leads the field in using creative civil code enforcement remedies. We have assisted several of our clients in obtaining receiverships to rehabilitate substandard housing. Receiverships are effective cost recovery tools since, upon the completion of the rehabilitation, the property can be sold and the City can use these funds to offset its attorneys' fees and costs. The use of this remedy has led to BB&K's statewide recognition as a leader in the abatement of substandard housing under the California housing law. In addition, we are familiar with and use other civil code enforcement remedies available to municipalities.

Cost Recovery. BB&K realizes that the cost of code enforcement often reduces the effectiveness of a code enforcement program. That is why the firm strives to assist its municipal clients in maintaining the financial viability of their code enforcement programs. We do this by using strategies such as cost recovery ordinances, administrative fines and penalties ordinances, nuisance abatement liens and assessments, attorneys' fees statutes, and civil compromises in criminal prosecutions.

Criminal Prosecutions. BB&K also has the capacity to criminally prosecute municipal code violations. Indeed, several of our attorneys bring their prosecutorial experience from district attorney offices throughout California to address our clients' code enforcement issues.

Ordinance Drafting. BB&K attorneys are experienced in drafting and enforcing ordinances. Without a doubt, this has proven to be beneficial to our municipal clients. Recently, our attorneys have drafted ordinances relating to administrative fines and penalties, adult businesses, leafleting, charitable and business solicitation, graffiti abatement, horse track wagering, loitering, and property maintenance ordinances.

22. Energy

Since the California Solar initiative was enacted through 2009, BB&K worked on almost 15% of the State's public agency solar projects. Because many of our clients are undertaking a solar or renewable energy project for the first time, BB&K attorneys guide public agencies through the entire renewable energy project process from site and system assessment, through CEQA, determination of the most suitable contracting method, issuing Requests for Proposals, drafting of governing body findings, review of proposals, contract negotiations, contract drafting and project closeout. BB&K's attorneys are well-aware of industry standards for agreements terms, including pricing data. We offer clients common-sense strategies to approve and defend public and private projects. We have a substantial practice facilitating permits and other transactions for development projects, including solar, biogas, hydroelectric, geothermal and other energy proposals.

Our attorneys have:

- Successfully counseled clients regarding the development and financing of solar PV, solar thermal, geothermal, wind, biofuel and cogeneration facilities.
- Helped public agencies establish or issue bonds for contract assessment programs used to secure low-interest residential/business loans for energy-efficiency programs per AB 811.

23. California Public Utilities Commission

Californians spend more than \$50 billion annually for services regulated by the California Public Utilities Commission ("CPUC"), including electricity, natural gas, telecommunications, water and railroad services. BB&K has significant experience representing clients before the CPUC and assisting clients in transactions with Commission-regulated utilities.

Representing clients before the CPUC is a specialized area of law requiring technical knowledge of utility economics and regulations, and practical knowledge of how the Commission operates. Our legal services include:

- Advice and counseling;
- Representation in CPUC proceedings (ratemaking, complaints, investigations, rulemaking, etc.);
- Coordination with CPUC's consumer advocate divisions (DRA/CPSD);
- Organizing joint participation in proceedings with other stakeholders to increase political clout while sharing costs;
- Advocacy before the CPUC;
- Transactions with CPUC-regulated utilities;
- California Environmental Quality Act and Certificate of Public Convenience and Necessity compliance for CPUC-approved projects;
- Monitoring and analyzing new developments.

BB&K's CPUC attorneys represent ratepayers and other impacted entities, including public and private interests. Some examples of our CPUC-related experience include:

- Intervening on behalf of city clients in rate cases securing millions of dollars in savings to ratepayers by limiting rate increases and unnecessary capital expenditures;
- Advocating on behalf of clients to resolve right of way issues related to transmission and distribution projects;
- Intervening in Certificate of Public Need and Convenience proceedings to ensure adequate environmental compliance;
- Advocacy in public policy and rulemaking proceedings to ensure fair representation of client interests;
- Securing millions of dollars in refunds to ratepayers by forcing audits of a water utility;
- Saving millions of dollars for ratepayers by initiating and creating developer fee programs to provide capital facilities;
- Representing a coalition of water districts and the San Diego County Superintendent of Schools to successfully defeat a controversial SDG&E shut-off plan;
- Intervening on behalf of a JPA to obtain rate changes to protect ratepayers from excessive rates for air conditioning in hot summer months.

24. Elections

BB&K provides a wide range of advice to our clients on local, state, and federal elections law. We routinely assist clients during all stages of the elections process including initiative drafting, filing, publication and circulation, spending limits, ballot arguments, campaign regulations, election contests, election timing, ballot security, recall procedures, ballot recounts, election result contests, and other post-election matters. We regularly provide advice to clients on the conduct of regular, special, and consolidated elections. We also advise clients on voter registration issues, candidate qualification and nomination procedures, ballot pamphlet issues, and ethics laws. We frequently counsel clients in their redistricting efforts and assist clients with California and Federal Voting Rights Act compliance and other state and federal laws pertaining to reapportionment.

Our attorneys frequently draft articles and posts on BB&K's Political Law Update blog, which covers key state and federal court rulings, current election law trends and news, and rules and enforcement decisions from the California Fair Political Practices Commission and the Federal Election Commission. Our Election law attorneys are always up-to-date on new laws and court rulings impacting voting rights, initiatives, redistricting, election-related lawsuits, and campaign finance and rules.

25. BB&Knowledge

BB&K has launched a new online resource center for public agencies: www.BB&Knowledge.com. BB&Knowledge shares our attorneys' unique perspective on the trends and issues public agency management faces every day. The site includes insightful articles, blog posts, videos, presentations, and white papers authored by our attorneys. It also includes links to

trending news articles and other relevant resources (such as governing body websites, industry organization resources, etc.). Specific topics include Economic Development, Environmental Law, Ethics, Labor and Employment, Land Use, Public Finance, Public Safety, Renewable Energy, and Telecommunications Law, among others. You can subscribe by email or RSS feed to receive new BB&K content posted to the site.

26. Length of Time Providing Public Sector Services

BB&K has been providing public agency legal services since its founding in 1891. The partnership became known as Best Best & Krieger LLP in 1949 and has been in business under that name for 63 years.

The firm was established in 1891 in Riverside, California by Raymond Best. In 1918, Mr. Best's son, Eugene, joined the firm and became a partner in 1925. In 1938, John G. Gabbert joined the Bests; in 1941, the firm became Best, Best & Gabbert. Several years later, James H. Krieger joined the firm, and in 1947, the firm became Best, Best, Gabbert & Krieger. In 1949, Gabbert left the firm, and the partnership became known as Best, Best & Krieger. The name has not changed since.

II. CITY ATTORNEY RESUME

This proposal offers two alternative service plans from which the Council may choose:

- Alternative I, which we are prepared to deploy immediately, would have **Matthew “Mal” Richardson** serving as lead attorney.
- Alternative II, with **Scott C. Smith** serving as lead, would require the City of Lake Forest to approve a contract amendment, due to that City’s conflicting City Council meeting schedule.

Under either Alternative, the lead attorney would be the primary contact person for all matters and will supervise all legal services provided by our firm relating to the RFP and any resulting contract. The other attorney will be the secondary contact. **Jeffrey V. Dunn, Alisha M. Winterswyk, Joseph T. Ortiz, Steven C. DeBaun, Kendall H. MacVey, Elizabeth Wagner Hull, Fernando Avila, HongDao Nguyen, Cristina Talley and Seena Samimi.** In addition, we have other well-respected attorneys in virtually every area of practice the City may face.

This approach will serve to avoid duplication of efforts among our attorneys and help minimize legal costs.

Resume information for each designee follows.

A. **Matthew E. Richardson – Proposed City Attorney for Alternative I**



Partner
Calif. Bar Number: 239305 (2005)
UCLA School of Law, J.D. (2005)

Matthew E. "Mal" Richardson is a partner in Best Best & Krieger LLP’s Municipal Law practice group where he specializes in municipal government, land use, and environmental law. In 2013 and 2014 Mal was named to the Super Lawyers Rising Star list for his work in government law. For the past two years Mal has served on the League of California Cities Housing, Community and Economic Development Policy Committee. Mal has also served as General Counsel for the Association of California Cities since 2012.

Mal’s entire career has focused on municipal law. He has served as Deputy, Assistant, or City Attorney continuously since beginning his practice, including to the cities of Laguna Beach, Duarte, Azusa, and Mammoth Lakes. Mal currently serves as City Attorney for the City of Stanton, and as Assistant City Attorney for the Cities of Lake Forest and Claremont. Mal also serves as associate counsel to Orange County LAFCO, and as Assistant General Counsel to Metropolitan Water District of Orange County.

Mal received his law degree from the University of California at Los Angeles. Prior to attending UCLA, Mal received graduate and undergraduate degrees in Comparative Literature from Brigham Young University.

While Mal is a skilled general counsel, successfully navigating the interplay between law and policy, he also has specialized skills in complex land use issues. Since 2010, Mal has been lead counsel for the Opportunities Study Project, a large-scale commercial, residential, and mixed use project in Lake Forest, involving the rezoning and development of over 900 acres. Mal's work on this project has included acquisition of land for construction of an 80+ acre sports park, a civic center and community center, major arterials, and the financing and construction of over \$200 million in public facilities.

Mal has presented papers, lectures, and training to the International Municipal Lawyers Association, the California Chapter of the American Planning Association, and the Association of California Cities Orange County. Mal has also served as a land use instructor for the UCI extension. Mal regularly provides ethics training to clients and non-clients.

Mal is married with four daughters and one son.

B. Scott C. Smith – Proposed Assistant City Attorney – Alternative II



Partner

Calif. Bar Number: 120736 (1985)

Brigham Young University, J. Reuben Clark Law School, J.D. (1985)

Scott C. Smith is a partner in BB&K's Municipal Law practice group, where he has specialized in municipal, land use and environmental law since graduating from law school in 1985. In 2011, the *Los Angeles Daily Journal* named Scott one of California's top 25 land use attorneys. He serves on the California State Bar Public Law Section's Executive Committee, recently completed a term on the League of California Cities Legal Advocacy Committee, and serves as Secretary of the Orange County City Attorneys Association. Scott served on the firm's executive committee from 2006-2012.

Scott currently serves as contract City Attorney for the Cities of Aliso Viejo (2001-present) and Lake Forest (2004-present). He has also served as City Attorney for the cities of Santee (1996-2004), La Verne (1987-1991) and Big Bear Lake (1992-1996), and has provided city attorney services, either as general or special counsel, to the Cities of Yorba Linda, Claremont, Corona, La Verne, Fontana and Vista. He serves as associate counsel to Orange County and Santa Clara County Local Agency Formation Commissions and as special counsel to other LAFCOs.

Scott graduated valedictorian from Utah State University with a degree in political science and Spanish. He received his J.D. degree with honors from Brigham Young University Law School in 1985. He joined BB&K upon law school graduation and bar admission in 1985.

Scott's Orange County work dates back to representing the Mission Viejo CSD in its bid for incorporation. He has represented the City of Aliso Viejo since its first day of cityhood. He has worked with his South County city clients in opposing the international airport at El Toro and in eliminating the associated Airport Environs Land Use Plan as it applied to those clients. He has advised clients on several important public reorganizations, including the incorporation of three Orange County cities, the annexations of San Clemente's Talega, Lake Forest's Foothill Ranch, and Irvine's Great Park, and major sewer and water district consolidations. He is currently assisting his

city clients in negotiating or implementing development agreements providing for the financing and construction of over \$200 million in public facilities. His work there includes overseeing public review, development agreement negotiations, environmental clearance, permitting, public financing and public contracts.

Scott served for 10 years as general counsel to the California Chapter of the American Planning Association and has trained new planners for that organization. He has presented papers to the International Municipal Lawyers Association on billboard abatement, transfer of development rights, the California Environmental Quality Act (CEQA), and procedural due process. Scott has served as a land use and environmental law instructor for UCSD extension and has presented UCLA extension courses. He regularly presents ethics training to public officials.

Scott served on the Solana Beach School District Board of Education from 1995-2004. He served two terms on the City of San Clemente's Coastal Advisory Committee. He lives in San Clemente where he and his wife Wendy raise their three sons and a daughter.

C. Jeffrey V. Dunn – Litigation



Partner
Calif. Bar Number: 131926 (1987)
Brigham Young University, J. Reuben Clark Law School, J.D. (1987)

Jeffrey V. Dunn is a highly sought after legal counsel to public agencies in complex litigation matters. Recognized as one of California's leading local government litigation attorneys, he was selected as one of *California Lawyer* magazine's Attorneys of the Year for 2014, the *Daily Journal's* Top 20 Municipal Attorneys in 2013 and Top 25 Municipal Attorneys in 2011. He was also recognized as one of California's Top 100 Attorneys by the *Daily Journal* in 2013.

Jeff is frequently retained by local governments on complex litigation matters. In 2014, Jeff successfully represented the Western Riverside Council of Governments in its lawsuit to recover unpaid traffic mitigation impact fees from the City of Beaumont. After a four-week trial, the Orange County Superior Court awarded \$43 million dollars to Jeff's client and prejudgment interest, which will make the trial court judgment more than \$57 million dollars. Additionally, after a widely-reported successful defense of the City of Corona against a real estate developer seeking more than \$10 million in building permit and inspection fee refunds, the County of Orange hired Jeff to defend it in controversial litigation involving more than \$20 million in developer fees.

Jeff recently successfully defended the City of Newport Beach in an action involving the denial of a conditional use permit to allow, among other things, dancing in the Woody's Wharf restaurant. Jeff obtained a preliminary injunction on behalf of the City to enjoin the restaurant from allowing dancing during the pendency of the action, and also successfully defended against the petition for writ of mandate.

He represented the County of Riverside, the Riverside County Transportation Commission and the City of Corona in highly-publicized litigation against the California Department of

Transportation over traffic conditions and private toll lanes on the Riverside (91) Freeway in Orange and Riverside counties. The successful decision led to the removal of governmental restrictions on widening the Riverside freeway to alleviate traffic in the major public transportation corridor between Orange and Riverside Counties.

Jeff has successfully represented clients in disputes involving the California Public Records Act and Ralph M. Brown Act, including the County of Los Angeles in County of Los Angeles v. Superior Court (2005) 130 Cal.App.4th 1099. In a related case, he successfully defended the County of Los Angeles Board of Supervisors against a lawsuit by the *Los Angeles Times* seeking court-ordered disclosure of confidential discussions concerning highly-publicized issues regarding the King/Drew Medical Center.

Jeff is often asked to represent local government interests in matters of statewide importance. He has successfully argued cases before the California Supreme Court including Claremont Police Officers Association v. City of Claremont, (2006) 39 Cal.4th 623, which affirmed the city's right to implement a study to determine whether police officers engaged in racial profiling. He has also successfully represented the City of Lake Forest in federal court litigation involving the Americans with Disabilities Act in James v. City of Costa Mesa (2012) 684 F.3d 825.

Jeff has gained national recognition for his successful representation in one of the most controversial issues currently facing California cities and counties: municipal regulation of marijuana distribution facilities. He was trial and appellate counsel in key published decisions affirming local government's authority to protect public safety and local land use authority, including the unanimous decision by the California Supreme Court in City of Riverside v. Inland Empire Patients' Health and Wellness Center (2013) 56 Cal.App.4th 729. He has discussed this subject on the NBC Nightly News with Brian Williams, in the Washington Post and the Wall Street Journal, and in other national and local television, radio and print media.

Jeff currently represents the County of Los Angeles Waterworks District No. 40 in long-standing disputes over groundwater rights in the Antelope Valley in the largest groundwater rights adjudication in California. The case will determine water rights in the arid Antelope Valley and is considered to be one of the state's most complex water rights disputes involving competing claims by two large classes of property owners, agricultural interests, public water suppliers and the United States government. In 2011, he successfully led a group of public water suppliers in establishing the safe yield of the Antelope Valley Groundwater Basin, the common water supply for all users. The *Daily Journal* selected the trial court decision as a Top Verdict By Impact for 2011.

D. Alisha M. Winterswyk – CEQA



Partner
Calif. Bar Number: 240969 (2005)
Whittier Law School, J.D. (2005)

Alisha M. Winterswyk is a partner in the Environmental and Natural Resources practice group of BB&K. Alisha advises public agency and private clients on the California Environmental Quality Act (“CEQA”), the National Environmental Policy Act (“NEPA”), and other environmental laws. Specifically, Alisha drafts, reviews,

evaluates and provides advice on the legal defensibility of all documentation required by CEQA/NEPA, including resolutions, notices, exemptions, addenda, negative declarations, environmental impact reports/statements, and all necessary findings.

Additionally, Alisha advises public agencies on complex land use matters involving the Planning and Zoning Law and the Subdivision Map Act. In that capacity, Alisha advises public clients on matters such as development agreements, specific plan adoption/amendment, conditional use permit issuance/revocation/suspension, variances, general plan adoption/amendments, zone changes and zoning updates, annexation/de-annexation, incorporation, mining permits and reclamation plans, subdivision maps, lot mergers/consolidations, lot line adjustments, and development impact fees.

Over the years, Alisha has tailored her CEQA and land use expertise to renewable energy projects. Alisha has provided legal advice on projects ranging from permitting of large scale utility solar projects to smaller scale rooftop mounts. In the context of larger scale utility solar sitings, Alisha has provided specific advice on the sufficiency of joint CEQA/NEPA environmental impact reports and environmental impact statements. For larger scale projects, Alisha has also provided significant land use advice on multi-jurisdictional issues that arise when projects are proposed on both private and federal lands. Alisha has experience navigating both statutory and categorical exemptions applicable to renewable energy projects, particularly rooftop and carport mounted solar energy systems.

Alisha is an Adjunct Professor of Law at Whittier Law School where she teaches California Environmental Law. She frequently speaks at professional seminars and organizational meetings regarding trending and hot topics in CEQA and land use. She is the President of the Orange County Chapter of the Association of Environmental Professionals. Together, all of these activities give Alisha significant exposure to professionals from all walks who are investigating and reporting on the most up-to-date information regarding CEQA, NEPA, land use, renewable energy and sustainability.

E. Joseph T. Ortiz – Labor and Personnel



Partner
Calif. Bar Number: 218660 (2002)
University of Minnesota Law School, J.D. (2001)

Joseph T. Ortiz is a partner with the firm's Labor and Employment practice group in the Riverside office. An experienced trial lawyer, Joseph has successfully tried employment matters before state and federal courts, administrative agencies, and arbitration tribunals on claims of all types.

Joseph's experience includes the representation of private and municipal employers in employment matters of all kinds, such as claims of wrongful termination, claims of discrimination and harassment and related claims of fraud, negligent misrepresentation, breach of implied employment contract, interference with prospective economic advantage, unfair competition, breach of contract, civil rights, and the various forms of unfair business practices. Joseph has also represented

management before federal and state administrative agencies including the NLRB, PERB, EEOC, DFEH, U.S. Department of Labor, DLSE, State Labor Commissioner, and, in limited instances, the Workers' Compensation Appeals Board.

He also provides employers a variety of services including drafting employee handbooks, employment and severance agreements, consultant agreements, independent contractor agreements, and employment policies of all types; providing in-house training on sexual and other types of harassment avoidance; and providing consultation on all types of employment discrimination, wage and hour issues, affirmative action, and sensitivity and diversity concerns.

Joseph recently taught employment law as an adjunct professor at the University of California, Riverside extension program.

F. Steven C. DeBaun – Transportation



Partner
California Bar No. 130523 (1987)
UCLA School of Law, J.D. (1987)

Steven C. DeBaun is a partner in the Special Districts practice group and head of the firm's Transportation Sub-Group. He has been with BB&K since 1987. His areas of expertise include transportation law, infrastructure issues, land use and planning law, general municipal, environmental law and special district law.

Steve assists a variety of the firm's municipal clients and has acted as legal counsel to a number of public agencies, including the Riverside County Transportation Commission, Big Bear Area Regional Wastewater Agency, the Big Bear Community Services District, the Jurupa Unified School District, the San Fernando Interim Transportation Zone, the Amador County Transportation Commission, and Western Riverside County Regional Conservation Authority. He specializes in transportation law, capital infrastructure issues, special district law, and Education Law and has acted as special counsel to the County of Riverside, the Western Riverside Council of Governments, the County of San Bernardino, the San Bernardino Associated Governments, and the City of Los Angeles on transportation matters.

Over the past 5 years Steve has work extensively with the Riverside County Transportation Commission on the Route 91 Express Lanes extension project. Steve headed a team of attorneys who oversaw the preparation of environmental documents for the project, engagement of a project manager and other consultants, negotiation of operating and facility agreements with the neighboring tolling authority (the Orange County Transportation Authority), the development of legislation permitting the operation of express lanes, the negotiation of cooperative agreements with Caltrans governing the construction and operation of the lanes, toll operator agreements and extensive property acquisition. The project is currently under construction under a design build agreement and is expected to be operational by 2017.

Steve received his B.A. from the University of California, Berkeley. He majored in history and graduated with Distinction. He received his Juris Doctorate degree from the University of

California, Los Angeles. Steve was a member of the UCLA Law Review and author of a comment for the Law Review.

Sample publications include Planning in Hard Times: The High Price of Planning, Land Use Form (co-written with Dallas Holmes); Court Decision Requires Stronger Justification for Exactions, California Planner; and Rider v. County of San Diego: New Constraints on Local Taxes, Public Law Journal.

G. Kendall H. MacVey – Public Utilities Commission



Partner
California Bar No. 57676 (1973)
UCLA School of Law, J.D. (1973)

Kendall H. MacVey is a partner, practicing litigation in eminent domain, public agency litigation, antitrust, business torts and complex litigation. He has great depth and breadth of litigation experience which includes winning eminent domain, inverse condemnation, fraud, insider trading, and antitrust cases before judges and juries in state and federal courts.

Prior to joining BB&K, he was lead counsel in prosecuting federal antitrust and unfair competition civil law enforcement cases of national and industry-wide scope, including antitrust cases in the record and motion picture industries.

Over the last several years, Ken has represented public entities before the California Public Utilities Commission in evidentiary hearings, oral arguments and full briefings involving rate making and other proceedings.

Ken received his B.A. degree from Occidental College, *magna cum laude*, *Phi Beta Kappa*. He received his Juris Doctorate degree from UCLA Law School. Ken has been the chair of the Antitrust Section of the Los Angeles County Bar Association, where he was the first and only person outside of Los Angeles County to hold this position. In addition, he was a master in the Los Angeles Inn of Court for Complex Litigation and president of the Inland Empire Chapter of the Federal Bar Association. He has been selected as an attorney-representative to the Ninth Circuit U.S. Court of Appeals judicial conference and appointed by federal judges to serve on panels for the selection of magistrate and bankruptcy judges. Ken was appointed to the Standing Committee for Discipline for the U.S. District Court in the Central District of California. He chaired the opening ceremonies committee for the new federal courthouse in the Eastern Division of the Central District in Riverside. He is currently appointed to the Central District's Settlement Officer Panel.

Ken has taught classes on civil litigation and eminent domain at the University of California extension programs and other institutions. He has published several articles, including "The Subtle Role of Hearsay in Expert Testimony" in *California Litigation*, "The Unfair Competition Act" in the *California Antitrust Law* treatise, "California's Proposition 90: The Kelo-Plus Strategy Fails" in *Planning and Environmental Law*, and "Responding Strategically to a Government Antitrust Investigation" in *Working with Government Agencies in Antitrust Law* (Aspatore Books). Ken has spoken

before the Appraisal Institute, the International Right-of-Way Association, the League of California Cities, the National Association of Housing Officials, the Antitrust Section of the Los Angeles County Bar Association, and many other professional organizations throughout the state. He recently testified before the Joint Committees of the State of California Assembly on the history of eminent domain in California.

H. Elizabeth Wagner Hull – Economic Development/Redevelopment/Coastal Commission



Partner
California Bar No. 178106 (1995)
University of San Diego School of Law, J.D. (1995)

Elizabeth W. Hull is a partner in the Municipal Law practice group. Elizabeth is a resident of both the firm's Irvine and San Diego offices. She serves as special counsel to redevelopment successor agencies throughout Southern California advising on day to day operations, real estate transactions, and negotiating and drafting a variety of agreements including disposition and development agreements, owner participation agreements, affordable housing agreements, and other agreements necessary to facilitate development. Elizabeth currently serves as special counsel to the redevelopment successor agencies of

numerous cities including the cities of Azusa, Lake Forest, Colton, and Covina.

Prior to joining BB&K in 2007, Elizabeth served as the Assistant City Attorney for Development Services for the City of Chula Vista, California. During her more than eight years with the City of Chula Vista, she represented and advised City departments, the City Council, the Chula Vista Redevelopment Corporation and Redevelopment Agency on a wide range of redevelopment, planning, land use and construction issues. She also provided advice to the City Council, Board members and Commissioners on the Brown Act, Public Records Act, Political Reform Act and other conflict of interest laws. Elizabeth advised the City, Clerk, Community Development, Housing, General Services, Planning and Building Departments and served as the staff attorney to the Planning Commission, Ethics Commission, and Charter Review Commission. As the legal advisor to the General Services Department, she advised on the acquisition of land for and the drafted the agreements required to construct a variety of public works projects utilizing traditional low-bid, construction manager, and design-build project delivery systems. These projects were as varied as street repair, corporation yard remodel, and the design build of a new police facility and civic center. The design-build projects are valued at over \$100 million.

She has also been a presenter at conferences on the Ralph M. Brown Act, Political Reform Act and issues in redevelopment development. Elizabeth is a member of the San Diego County Bar Association and served on the board of directors for the City Attorney's Association of San Diego County from 2006-2008. Earlier in her career, Elizabeth served as a prosecutor in the City of San Diego prosecuting more than 20 jury trials.

I. Fernando Avila – California Coastal Commission



Of Counsel
California Bar No. 216096 (2001)
University of California, Berkeley School of Law, Boalt Hall, J.D.
(2001)

Fernando Avila is of counsel in BB&K’s Los Angeles and Riverside offices and is a member of the firm’s Environmental and Natural Resources Practice Group. Fernando represents public clients with regard to the land use entitlement and environmental review processes and related litigation. He has significant experience regarding compliance with project-oriented environmental requirements, such as those imposed by the California Environmental Quality Act (CEQA), the National Environmental Policy Act, and the water supply statutes,

Senate Bills 610 and 221, and in obtaining traditional land use entitlements. His practice also extends over such varied specialized topics as historic resource issues, the California Coastal Act, groundwater issues, air quality planning, biological resources impacts, and mineral rights issues.

Fernando has served as legal counsel on numerous traditional development projects, as well as on surface mining projects, climate action plans, groundwater management plans, multiple species habitat conservation plans, and regional infrastructure projects, including water pipelines, water treatment plants, gas lines, landfills, material recovery facilities, and highways. With regard to the Coastal Act, Fernando acts as chief compliance advisor for a California city located entirely within the coastal zone, handling both private developments and public works projects in the local harbor and shoreline areas. He is also advising this city on the approval of its first comprehensive update to its local coastal program. Fernando has also served as an adjunct professor at the University of La Verne School of Law, teaching environmental law, and has been a guest lecturer on environmental law at other law schools. He has spoken extensively on CEQA, water law, and land use-related topics before various organizations and events throughout California.

Fernando attended the University of California, Berkeley School of Law (Boalt Hall), and graduated from Harvard College with a A.B., magna cum laude, in the History of Science.

J. HongDao Nguyen – Counsel and Planning Work



Associate
California Bar No. 268994 (2009)
Loyola Law School, J.D. (2009)

HongDao Nguyen assists public clients in transactional and litigation matters concerning municipal government and land use law. She is an attorney in the firm’s Municipal Law practice group.

HongDao currently serves as Assistant City Attorney for the cities of Stanton and Azusa, and as Deputy City Attorney for the cities of Lake Forest and Aliso Viejo. She assists these cities with planning and land use issues, code enforcement, and providing advice on all aspects of municipal law. HongDao has expertise in the Planning and Zoning

Law, the Subdivision Map Act, the Brown Act, the California Public Records Act, and other legal issues regularly confronted by municipalities and those who deal with municipalities.

HongDao received her law degree from Loyola Law School, Los Angeles, where she was a note and comment editor for the *International & Comparative Law Review* and a member of the Byrne Trial Advocacy Team. She received her B.A. in Communications from Biola University in 2003. Prior to joining the legal profession, HongDao was a reporter at the *San Jose Mercury News*, where she reported on Bay Area city councils, elections, and police issues.

K. Cristina Talley – FPPC/Ethics/Counsel Support



Of Counsel
California Bar No. 107298 (1982)
University of Southern California (USC), J.D. (1982)

Cristina Talley has been practicing municipal law for more than 30 years, working in both the private and public sector. She is of counsel in the Municipal Law practice group of BB&K's Irvine office.

While in private practice, Cristina represented cities and other public agencies in an advisory capacity, dealing with a variety of substantive areas of municipal law from the Brown Act to labor and employment. She also handled numerous litigation matters involving issues such as land use, civil rights and employment law.

From 1994 - 1996, Cristina was the acting city attorney for Pasadena, responsible for all the legal affairs of the city. In 1996, she went to work for the City of Anaheim as the senior assistant city attorney, responsible for the day-to-day operation of the Civil Division of the City Attorney's Office. In 2009, Cristina was appointed to the Office of Anaheim City Attorney where she oversaw a staff of 18 attorneys, plus support staff, and administered an annual budget of approximately \$4 million. As the Anaheim city attorney, she was responsible for all legal matters affecting the city, including serving as the city prosecutor with a staff of attorneys prosecuting all misdemeanors committed within the city's jurisdiction. During her tenure with Anaheim, Cristina was part of a select city attorney group that worked closely with the FPPC to draft gift regulations relating to agency provided tickets or passes.

Cristina's recent speaking engagements include topics such as the FPPC Ticket Regulations and ethics.

Cristina and her husband have two teenage sons. Cristina is a founding member of the Board of Trustees of the Orange County Family Justice Center Foundation, a nonprofit created to financially maintain the many social services needed to assist and empower victims and families whose lives have been impacted by domestic violence, child abuse, sexual assault, and elder abuse.

L. Seena Samimi – Litigation



Associate
California Bar No. 246335 (2006)
Boalt Hall School of Law at the University of California, Berkeley (2006)

Seena Samimi is a litigation attorney focusing on municipal law, construction law and complex commercial matters.

Before joining BB&K as an associate, Seena worked at Latham & Watkins in Los Angeles, practicing primarily in the areas of litigation and environmental law. He has represented many major companies in significant real estate, contract, fraud, antitrust, intellectual property and loan/financing disputes.

In mid-2011, Seena moved to Santiago, Chile, where he served as lead in-house counsel for a construction company building a highly renowned project on the foothills of the Andes. Living in Chile until February 2014, Seena directly handled, and in some cases, managed, local counsel on a wide variety of legal matters (municipal law, litigation, contracts, construction, property/real estate, environmental, permitting, insurance, tax, labor/employment, landlord/tenant, etc.).

Representative Matters:

- \$10.3 million jury verdict for a breach of fiduciary duty claim against managers and directors of a real estate development company. *Precision Development LLC v. Plyam*
- Prevailed at summary judgment in federal district court on claims for breach of loan guaranties and alleged loan-to-own scheme involving a \$1.5 billion Arden real estate portfolio. *Daniel v. Wachovia Bank, N.A*
- Worked on obtaining and defending approvals for the development of one of the two largest seawater desalination facilities in the Western Hemisphere, particularly before the California Coastal Commission.

Seena graduated summa cum laude from the University of California, Los Angeles with a bachelor's degree in political science (international relations concentration), and with minors in anthropology and Near Eastern languages & cultures. After graduating, he served as a visiting professor at Nur University in Santa Cruz, Bolivia, teaching two seminars in Spanish regarding politics and conflict in the Middle East.

He received his law degree from Boalt Hall School of Law at the University of California, Berkeley, where he was an editor of the *California Law Review* and the submissions editor of the *Berkeley Journal of International Law*. During law school, Seena also interned at the U.S. Attorney's Office in the Eastern District of New York (Civil Division) and the East Bay Community Law Center in Berkeley, Calif. (assisting underprivileged clients with legal issues).

III. SUBCONTRACTOR INFORMATION

This proposal from BB&K does not include the use of subcontractors. BB&K will not be subcontracting or outsourcing any part of the services we are seeking to provide. We are seeking to provide only legal services and will directly handle all such services not already assigned to other counsel.

IV. REFERENCES

Please do not hesitate to contact any of the following clients for a more in-depth discussion of our ability to provide legal services for the District. We are happy to provide additional references as may be requested.

<p>Robert C. Dunek City Manager City of Lake Forest 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630 Phone: (949) 461-3410 Email: rdunek@lakeforestca.gov</p> <p>Provided legal services in all practice areas mentioned in this proposal since 2004 Attorneys: Smith, Richardson, Dunn, Winterswyk, Hull, Nguyen, Tally</p>	<p>James A. Box City Manager City of Stanton 7800 Katella Avenue Stanton, CA 90680 Phone: (714) 890-4277 Email: jbox@ci.stanton.ca.us</p> <p>Provided legal services in all practice areas mentioned in this proposal since February 2013 Attorneys: Richardson, Winterswyk, Hull, Nguyen</p>
<p>David Doyle City Manager City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656-5335 Phone: (949) 425-2513 Email: ddoyle@cityofalisoviejo.com</p> <p>Provided legal services in all practice areas mentioned in this proposal since July 2014 Attorneys: Smith, Winterswyk, Hull, Nguyen, Tally</p>	<p>Carolyn Emery Executive Officer Orange County LAFCO 12 Civic Center Plaza, Suite 235 Santa Ana, CA 92701 Phone: (714) 834-3339 Email: cemery@oclafco.org</p> <p>Provided legal services in the areas of Environmental; Litigation; Land Use and Zoning; Personnel; Public Finance; Revenue Measures; Coastal Commission; Inverse Condemnation/Regulatory Takings; Local Utilities; Elections; Ethics and Conflicts of Interest; Brown Act, Political Reform Act and Public Records Act; and CPUC from 1994 - 2013 Attorneys: Smith, Richardson, Winterswyk, Ortiz</p>
<p>Mark A. Pulone City Manager City of Yorba Linda 4845 Casa Loma Avenue P.O. Box 87014 Yorba Linda, CA 92885-8714 Phone: (714) 961-7110 Email: mpulone@yorba-linda.org</p> <p>Provided legal services in all practice areas mentioned in this proposal from 2005-2014 Attorneys: Smith, Richardson, Winterswyk, Hull, Nguyen</p>	<p>Anthony Ramos City Manager City of Claremont 207 Harvard Avenue Claremont, CA 91711-0880 Phone: (909) 399-5466 Email: tramos@ci.claremont.ca.us</p> <p>Provided legal services in all practice areas mentioned in this proposal from 1987 - 2011 Attorneys: Richardson, Hull</p>

V. BUSINESS LICENSE

BB&K does not currently have a San Clemente business license but we would quickly apply and acquire one should the contract be awarded to the firm.

APPENDIX A
(FORMS AND ATTACHMENTS)



City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

City of San Clemente
Request For Proposal Number 2015-001
For
CITY ATTORNEY SERVICES

Release Date: Tuesday, September 16, 2014
Due Date: Wednesday, October 8, 2014

See Page 7, for instructions on submitting proposals.

Company Name Best Best & Krieger LLP Contact Person Matthew E. Richardson

Address 18101 Von Karman Avenue, Suite 1000 City Irvine State CA Zip 92612

Telephone () (949) 263-6562 Fax () (949) 260-0972 Federal Tax ID No. 95-2157337

E-mail: matthew.richardson@bbklaw.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date October 6, 2014

Signed 

Print Name & Title Matthew E. Richardson, Partner



City of San Clemente
 100 Avenida Presidio
 San Clemente, CA 92672

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES

NO

Signature of Authorized Representative

October 6, 2014
 Date

Matthew E. Richardson, Partner
 Name and Title of Authorized Representative

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
Professional Services Agreement, 5.1	7	Add "are caused by the negligent act or failure to act of CONTRACTOR" after "...and costs of investigation) that"
Professional Services Agreement, 5.1	7	Remove "arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR"
Professional Services Agreement, 5.2, B	8	Remove "independent contractor's liability"
Professional Services Agreement, 5.2, B	8	\$2,000,000 Aggregate does not apply to automobile liability
Professional Services Agreement, 5.2, B, 2	8	Replace "naming" with "including"
Professional Services Agreement, 5.2, B, 4	9	Remove "or materially changed" and "or material change as evidenced by a return receipt for a registered letter"
Professional Services Agreement, 5.2, B, 5	9	This might pertain more accurately to the professional liability coverage
Professional Services Agreement, 5.2	9	Remove entire paragraph beginning with "Notwithstanding anything herein to the contrary..."
Professional Services Agreement, 5.2	9	Final paragraph, remove "CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance."



City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

ATTACHMENT B PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

PROFESSIONAL SERVICES AGREEMENT
FOR **[IDENTIFY PROJECT]**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and _____ of _____ **[address]** hereinafter referred to as the "CONTRACTOR".

RECITALS:

- A. CITY requires professional **[identify type of service]** services to be performed at or in connection with **[identify project]**.
- B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.
- C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until **[Insert Termination Date]**, unless terminated earlier pursuant to the terms hereof. Notwithstanding the forgoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement, CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work

to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

1.4 Identity of Persons Performing Work.

CONTRACTOR 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 required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY

reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2
RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3
PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed _____ (\$_____), including all amounts payable to

CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

ARTICLE 5
INDEMNITY AND INSURANCE

5.1 Indemnification

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A “LICENSED DESIGN PROFESSIONAL” AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the “Liabilities”). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A “LICENSED DESIGN PROFESSIONAL”:

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR’s officers, agents, employees, representatives, or subcontractors [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a “Licensed Design Professional” shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

5.2 Insurance.

Prior to the City’s execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer’s liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City’s Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by CITY’s Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY’s officers, employees, and agents and, if the CITY’s Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: _____

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at [address] , and to the City of San Clemente, [address] , San Clemente, California , Attention: [specify] .

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee or commission from the award or making of this Agreement. For breach

or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.4 Liquidated Damages.

APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.

If CITY seeks monetary damages for CONTRACTOR’S failure to complete all of the services required hereunder by the completion date set forth in Exhibit “B” (the “Completion Date”), CONTRACTOR shall be required to pay to CITY _____ Dollars (\$_____) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY’s remedy for CONTRACTOR’s failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE “DAMAGE AMOUNT”) CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR’S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR’S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY’S REMEDY FOR CONTRACTOR’S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR’S INITIALS: _____ CITY’S INITIALS: _____

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

7.5 Interpretation and Enforcement of Agreement.

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. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 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.

[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
RUTAN & TUCKER

By: _____
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: _____
Finance Authorization

("CONTRACTOR")

Contractor's License Number _____

By: _____

Its: _____

Dated: _____, 20__

EXHIBIT “A”

SCOPE OF SERVICES

[To be inserted by CITY]

[Scope of Services should include complete description of scope of work, identification of Project team, and payment schedule by task. See Sections 1.2, 1.4, and 3.1 of Agreement]

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

[To be inserted by CITY]

[See 1.3 of Agreement]

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Workermans'
Comp

Dated: _____, 20____

Contracting Firm

By: _____

Title

Address



City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

ATTACHMENT C STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

A handwritten signature in blue ink, appearing to read "Matthew E. Richardson", written over a horizontal line.

Signature of Authorized Representative

October 6, 2014

Date

Matthew E. Richardson, Partner

Name and Title of Authorized Representative



City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

ATTACHMENT D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order No. 12549

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.

2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

A handwritten signature in blue ink, appearing to be "H. Hill", written over a horizontal line.

Signature of Authorized Representative

Partner

Title of Authorized Representative

Best Best & Krieger LLP
Business/Contractor/ Agency

October 6, 2014
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Best Best & Krieger LLP	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 3390 University Avenue, Floor 5	Requester's name and address (optional)
City, state, and ZIP code Riverside, CA 92502	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Employer identification number								
9	5		-	2	1	5	7	3

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Susan Plummer</i>	Date ▶ <i>March 17, 2014</i>
------------------	---	------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cost Proposal to Provide
City Attorney Services

Presented to:

City of San Clemente

RFP # 2015-01



October 8, 2014



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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I. INFORMATION

We recognize the need to keep legal costs under control. BB&K has a longstanding commitment to the delivery of legal services to municipalities and public agencies, resulting in efficiencies that are unmatched by any other law firm. We are able, therefore, to address complex legal issues with creativity, speed and accuracy at a fair and reasonable cost.

Hourly rates are only half the equation when calculating the cost of legal services. Given the depth and breadth of our experience, we often get the job done in much less time, resulting in lower overall totals.

In addition to the options included below, we would also propose that BB&K meet with the City after one calendar year of service to review the actual work performed and hours billed. At that time, with a concrete understanding of the needs of both parties in the representation, we could discuss a flat fee or other alternative arrangement if the City so desires. We have used similar alternative fee and flat fee arrangements with other City clients with great success.

For the City of San Clemente, we propose the following options. (Cost Submittal, RFP Attachment G, is attached hereto as an appendix to this Cost Proposal).

A. **Option B – Hourly Fees for All Work (Without a Retainer)**

BB&K proposes the following hourly rates:

Service	Hourly Rate
General Counsel	Attorneys \$220/hour
	Paralegals \$130/hour
Special Counsel	Partners & Of Counsels \$275/hour
	Associates \$250/hour
	Paralegals \$145/hour

General Counsel services include the following:

- Advise the City Council, City Boards and Commissions, and all City officials on legal matters pertaining to municipal government, including the Brown Act and parliamentary procedures for running meetings.
- Attend all City Council meetings (unless excused) and other meetings as requested.

- Coordinate and manage the services and costs of all outside legal counsel within budgetary limits as approved by the City Council.
- On a monthly basis, provide a written status report of assigned projects, requests, and litigation in order to keep the City Council informed of important legal issues and to facilitate the City Council's periodic evaluation of the City Attorney.
- Provide legal advice to staff upon request of the City Manager.
- Prepare and/or review all ordinances, resolutions, municipal contracts, joint powers agreements, and other agreements and contracts entered into by the City.
- Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Manager.
- Alert the City in a timely manner on new State or Federal legislation or judicial decisions that may impact the City and propose appropriate action(s) to assure compliance.
- Provide legal work pertaining to land use issues including but not limited to property acquisitions, property disposals, public improvements, easements, dedications and right-of-way vacations.
- Enforce City codes, zoning regulations, and building standards through administrative and judicial actions.
- Attend staff meetings at the request of the City Manager (currently held weekly).
- Provide designated office hours or times of availability at City Hall as requested by the City.
- Communicate with the press, when authorized to do so, regarding City legal matters.
- Promptly response to calls, e-mails, and correspondence from the City Council and staff.
- Review current documents, policies, and forms to ensure compliance to current laws.

Special Counsel services include the following:

- Litigation and formal administrative or other adjudicatory hearing matters
- Labor relations and employment matters, which include providing guidance on personnel matters, including policy and procedures affecting employees
- Non-routine real estate matters
- Land acquisition and disposal matters

- Successor Agency and housing matters
- Taxes, fees and charges matters
- Public construction disputes
- Non-routine contract negotiation matters
- Non-routine land use and development matters
- Other matters mutually agreed upon
- Environmental matters, which include assisting in the preparation of Environmental Impact Reports and compliance with the California Environmental Quality Act (CEQA)
- Water law matters
- Tax and ERISA related matters
- Toxic substances matters
- Complex public utility matters
- Advocacy matters
- Other matters mutually agreed upon

B. Option A – Fixed Retainer Plus Hourly Billing

For General Counsel services, we propose a retainer of \$10,000 per month for up to 55 hours. Beyond the 55 hours per month, we propose a rate of \$250 per hour for all attorneys and \$130 for paralegals.

For any Special Counsel services under this option, we propose a rate of \$300 per hour for all attorneys and \$145 for paralegals.

C. Reimbursements

BB&K will not charge for routine travel to or from the City to attend board meetings, office hours, planning commission and staff meetings.

Our firm makes no separate charge for secretarial or other administrative charges. Our fees include all routine word processing, secretarial and office costs (including telephone and fax charges) associated with the provision of legal services.

Reimbursement of costs advanced by us on behalf of the City, as well as other expenses, will be billed in addition to the amount billed for fees and our current actual cost. These currently

include, but are not limited to, automobile mileage at the authorized IRS rate, actual expenses away from our office on City business, photocopy charges at \$0.17/page, and any costs of producing or reproducing photographs, documents and other items necessary for legal representation.

Legal services provided to the City for which the City receives reimbursement (i.e., from a developer or other third party), would be billed at BB&K's then-current published standard private client rates.

D. Cost of Living Adjustment

We are happy to discuss mutually agreed upon adjustments whenever necessary. In addition, on July 1, 2017 and each July 1st thereafter, all hourly rates and amounts would be increased for the change in the cost of living for the prior calendar year, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Riverside-Orange Counties area.

E. Cost Submittal Attachment

The City of San Clemente's Cost Submittal Form, RFP Attachment G, is attached hereto as an appendix to this Cost Proposal.

ATTACHMENT G
(COST SUBMITTAL)



City of San Clemente
 100 Avenida Presidio
 San Clemente, CA 92672

ATTACHMENT G COST SUBMITTAL CITY ATTORNEY SERVICES

Option “A” Retainer/fixed fee cap (with an explanation of what it covers) plus hourly fees for litigation or special projects

MONTHLY FIXED RETAINER/HOURLY			
Retainer Fee	Services	Hourly Fee	Services Not in Retainer
\$ 10,000 per month	General Counsel services for up to 55 hours per month, which include the full list of General Legal services in the cost proposal	\$250/attorneys \$130/paralegals	After first 55 hours per month
		\$300/attorneys \$145/paralegals	For Special Counsel non-routine matters (see cost proposal for Special Legal services list)
OTHER COSTS (Photocopying, Westlaw, or Lexis fees, overhead factor, etc.)			
Fee	Item	Services at No Cost	
\$0.17	Photocopies per page	Routine travel to/from the City for office hours and Board, Planning Commission and staff meetings; all routine word processing, secretarial and office costs (including phone and fax) associated with the provision of legal services.	
IRS rate	Mileage for non-routine travel		
Actual cost	Producing extensive documents or photographs		

Option “B” Hourly fees for all work (no retainer/fixed fee)

HOURLY FEE – NO RETAINER			
Hourly Fee	Services	Attorney & Personnel	Minimum Increment
\$ 220/ \$130	General Counsel services, which include the full list of General Legal services in the cost proposal	All Attorneys/ Paralegals	0.1 hours
\$275/ \$250/ \$145	Special Counsel non-routine matters (see cost proposal for Special Legal services list)	Partners & Of Counsels/ Associates/ Paralegals	
OTHER COSTS (Photocopying, Westlaw, or Lexis fees, overhead factor, etc.)			
Fee	Item	Services at No Cost	
\$ 0.17	Photocopies per page	Routine travel to/from the City for office hours and Board, Planning Commission and staff meetings; all routine word processing, secretarial and office costs (including phone and fax) associated with the provision of legal services.	
IRS rate	Mileage for non-routine travel		
Actual cost	Producing extensive documents or photographs		

Option “C” Proposers’ choice. Explain any billing methodology you wish. Utilize space below or include an additional attachment to expand.

PROPOSERS’ CHOICE
We also propose that BB&K meet with the City after one calendar year of service to review the actual work performed and hours billed. At that time, with a concrete understanding of the needs of both parties in the representation, we could discuss a flat fee or other alternative arrangement if the City so desires.