

December 18, 2024

Michael W. Webb  
City Attorney  
City of Redondo Beach  
415 Diamond Avenue  
Redondo Beach, CA 90277  
E-Mail: michael.webb@redondo.org

Re: Retention of Crowell & Moring LLP

Dear Mr. Webb:

This letter will memorialize our agreement concerning the representation of City of Redondo Beach (the "City") by Crowell & Moring LLP ("Crowell") in connection with matters assigned by the City Attorney. These matters presently include: *City of Redondo Beach v. California State Water Resources Board [Cross-Complaint]*, LA Superior Court Case No. 20STCP03193; *In Re: 9300 Wilshire, LLC*, U.S. Bankruptcy Court, C.D. Cal., Case No. 2:23-bk-10918; *New Commune v. City of Redondo Beach*, LA Superior Court Case No. 23STCV10146; *9300 Wilshire v. City of Redondo Beach*, LA Superior Court Case No. 23STCP02189; and *YES IN MY BACKYARD v. City of Redondo Beach*, LA Superior Court Case No. 23TRCP00325. Crowell's current assignment for the City is limited to the matters described above.

Please note the City's **Agreement for Legal Services With Crowell & Moring LLP** ("Agreement") is attached and incorporated as part of this letter. For any discrepancies between the letter and the Agreement, the terms of the letter will govern.

I will be responsible for this matter. Other Crowell lawyers, law clerks, or legal assistants may also work on this matter from time to time under my supervision as the need arises.

Crowell will charge the City an hourly fee for the time that our lawyers, law clerks, or legal assistants spend on this matter. We will charge a blended rate of \$760 per hour for attorney time. Our rates generally are reviewed for adjustment annually by the firm's Management Board. We also bill for expenses and other services, including photocopies, travel, messenger services, and meals. The latter will be billed in a separate category to provide you information necessary for your federal tax returns.

Crowell renders statements monthly for services performed during the preceding month. These statements are due on receipt.

Crowell's client for purposes of this engagement is the City of Redondo Beach only. Crowell is not undertaking the representation of any person or entity related to or affiliated with the City, including,

but not limited to, any parent entity, subsidiary, official, or employee (hereinafter collectively referred to as "Related Entities"). Crowell will not be precluded by reason of undertaking this or any future engagement of [client] from representing existing or future clients in legal matters relating to or adverse to any Related Entities.

Since Crowell represents a large number of diverse clients, which may include clients involved in activities affecting the City, we ask you to agree that the representation of the City by Crowell in the present and any future matters will not be grounds for asserting a conflict of interest in any work that the firm may do for other clients (including the City's competitors and adversaries such as the adverse parties in these matters) that is unrelated to Crowell's current or future representation of the City. Specifically, the City agrees that Crowell may represent other clients in matters that do not involve any confidential information that has been obtained by Crowell in the course of any representation of the City, even though our representation of the other client or clients may be adversarial to the City in transactions, litigation, or judicial or administrative proceedings. Accordingly, the City waives any conflict of interest in any such matter, and will not assert any conflict of interest as a ground for disqualifying Crowell from representing other clients in any such matter.

The firm is often asked, in a marketing context, to identify clients of the firm and/or the work we do for them. We, of course, do not reveal any confidential information, and only refer to specific cases or transactions that are public knowledge (*e.g.*, complaint filed or deal announced). Unless the City advises us otherwise, the City authorizes us to identify the City as a client of the firm in brochures, on our website, and in other written materials, consistent with the above.

Finally, we will retain files from this matter for seven years after its completion. All documents other than those with intrinsic value (such as a deed or a contract) may be destroyed at that time, unless we have received instructions from you asking for their return.

If these terms and conditions are acceptable, please sign this engagement letter in the space below and return it to me by email. If we do not receive the countersigned letter or any objections to it within ten days, and with your knowledge we begin work for you, we will treat the terms of this letter as having been accepted by you


Sincerely yours,



Jon Welner

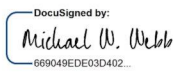
AGREED:

City of Redondo Beach

By:   
\_\_\_\_\_  
Mayor Jim Light

ATTEST:

  
Eleanor Manzano,  
City Clerk

  
Michael W. Webb.  
City Attorney

  
Diane Strickfaden,  
Risk Manager

**AGREEMENT FOR LEGAL SERVICES  
WITH CROWELL & MORING LLP**

THIS AGREEMENT is made this 18th day of December, 2024, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and CROWELL & MORING LLP, a Limited Liability Partnership ("ATTORNEY").

**RECITALS**

The following recitals are a substantive part of this Agreement:

A. This Agreement is entered into pursuant to Redondo Beach City Council authorization on December 17, 2024.

B. The CITY is a chartered municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the CITY.

C. ATTORNEY is qualified to do business, and is doing business, in the State of California. ATTORNEY represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

D. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from December 18, 2024 and until terminated.
2. **Attorney's Services.** The services to be performed by ATTORNEY shall consist of the following: Legal services as assigned by the City Attorney's Office. ATTORNEY will complete the services in accordance with Section 4 of this Agreement.
3. **City's Services.** CITY agrees to:
  - 3.1. Make available to ATTORNEY any currently existing documents, data or information required for the performance of the services.
  - 3.2. Designate a representative authorized to act on behalf of CITY.
  - 3.3. Promptly examine and render findings on all documents submitted for staff review by the ATTORNEY.

4. **Compensation.** ATTORNEY shall be compensated as follows:

4.1. **Amount.**

- 4.1.1. ATTORNEY shall receive compensation at the blended rate of \$760 per hour for all attorneys for all legal services rendered. This rate applies to all time spent on matters related to the representation, including but not limited to, research, drafting, meetings, correspondence, and court appearances.
- 4.1.2. Reasonable travel expenses, including airfare and lodging will be reimbursed. For air travel, economy class tickets are expected unless otherwise justified. In no event shall meals or mileage be reimbursed. Prior to incurring any travel expense, ATTORNEY must obtain CITY's prior written approval of the charge to ensure its reasonableness. Costs, such as court fees, litigation costs, messenger and delivery services, copy expense and other similar costs will be reimbursed.
- 4.1.3. Compensation under this Agreement is contingent upon the assignment of work by CITY, acceptance of the work by ATTORNEY, and subsequent approval of the submitted hourly billing statement by the City Attorney. No payment shall be made for work performed without prior authorization.

4.2. **Payment.**

- 4.2.1. Payments under this Agreement shall be made based on monthly invoices submitted by ATTORNEY. Each invoice must itemize the services rendered in detail, including the date, nature of the work, and time spent.
- 4.2.2. CITY agrees to pay the undisputed amount of each invoice within sixty (60) days of its receipt.
- 4.2.3. Invoices submitted to CITY for payment must be comprehensive and include the following details:
  - Hourly rate charged.
  - Number of hours worked, specifying the dates and duration of services rendered.
  - Detailed description of the services performed, including the matter name or case reference.
  - Itemization of all expenses incurred, with a clear description of each expense, the cost associated with it, and a subtotal of expenses.
  - The total amount due, clearly stated.
- 4.2.4. All invoices must be accompanied by supporting documentation for each expense claimed. This includes, but is not limited to, receipts, billing statements, and any other relevant documents that substantiate the expenses.



- 4.2.5. Invoices must be itemized and detailed to provide a clear and transparent account of the services rendered and expenses incurred.
- 4.2.6. CITY reserves the right to request additional backup material or documentation for any charges or expenses billed by ATTORNEY. ATTORNEY is obliged to provide such material upon CITY's request.
- 4.2.7. ATTORNEY acknowledges that failure to attach all necessary supporting documentation may result in delayed payment or denial of the respective invoice until such documentation is provided and verified.

4.3. Records of Expenses.

- 4.3.1. ATTORNEY shall maintain accurate and detailed records of time spent and expenses incurred in connection with services under this Agreement for a period of four (4) years following the completion of the services.
- 4.3.2. Upon CITY's written request submitted at least ten (10) business days in advance, ATTORNEY shall provide copies of these records. CITY shall have the right to audit these records to verify the accuracy of billing and expenses.

- 4.4. Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.

5. Default and Termination.

- 5.1. Default. If ATTORNEY fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of thirty (30) days after the CITY's written notice of default specifying the nature of the default, CITY may immediately terminate this Agreement by written notice to the ATTORNEY.
- 5.2. Convenience. The CITY has the option, at its sole discretion and without cause, of terminating this Agreement by giving fifteen (15) days written notice to the ATTORNEY. Upon termination of this Agreement, CITY will pay the ATTORNEY any compensation earned and unpaid up to the effective date of termination.
- 5.3. Post Termination. Upon termination of this Agreement:
  - 5.3.1. ATTORNEY shall cease all services immediately, except as directed in writing by CITY to conclude pending matters. CITY will pay ATTORNEY any compensation earned for these services required after termination.
  - 5.3.2. ATTORNEY shall submit a final statement of services rendered and expenses incurred up to the termination date.
  - 5.3.3. ATTORNEY shall promptly return all CITY documents, materials, and any other CITY property in their possession, except that ATTORNEY will retain copies of such materials necessary to comply with its own legal and

business needs. ATTORNEY shall also ensure the secure return or destruction of confidential information, as directed by CITY.

- 5.3.4. ATTORNEY's duty to maintain the confidentiality of information, as stipulated in the Confidentiality Clause of this Agreement, shall persist beyond the termination of this Agreement.
- 5.3.5. ATTORNEY shall provide a concluding report to CITY, summarizing services rendered and highlighting any pending issues or areas requiring further attention.
- 5.3.6. Any disputes arising from or related to the services rendered under this Agreement shall be addressed through negotiation in good faith between the parties.
- 5.3.7. Obligations accrued prior to the termination of this Agreement shall survive its termination. This includes, but is not limited to, obligations pertaining to indemnification, confidentiality, and compliance with applicable laws.
- 5.3.8. ATTORNEY shall provide a list of any unresolved matters to CITY, and the parties shall mutually agree upon a method for resolution.

## **6. Records and Work Product.**

- 6.1. Records Maintenance. ATTORNEY must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by CITY for services where compensation is based on hourly rates, subcontractor costs, or other direct costs. Records must be kept separate from other documents and maintained for four (4) years after final payment or as required by law.
  - 6.2. Accessibility and Audit Rights. These records should be accessible to CITY upon at least ten (10) business days' prior written request. CITY reserves the right to audit these records to verify billing and expenses. ATTORNEY agrees to provide any necessary supporting documentation.
  - 6.3. Work Product Ownership. All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement. No work product may be released by ATTORNEY without prior written approval by CITY. With respect to ownership of work product, CITY grants ATTORNEY a non-exclusive, royalty free perpetual worldwide license-back to use the work for ATTORNEY's own business purposes, provided that such use does not result in the disclosure of any of CITY's confidential information.
  - 6.4. Access for Inspection. CITY shall have reasonable access to ATTORNEY's books, records, and all work, data, documents, proceedings, and activities related to this Agreement upon the provision of at least ten (10) business days' prior written request.
7. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

8. **Confidentiality**. ATTORNEY agrees to maintain the confidentiality of all confidential information obtained in the course of providing the services under this Agreement. This includes, but is not limited to, CITY's proprietary information, trade secrets, and any other information designated as confidential by CITY. ATTORNEY shall not disclose, disseminate, or use such confidential information, except as required for the performance of services under this Agreement or as required by law or court order. This obligation of confidentiality shall survive the termination or expiration of this Agreement and continue for a period of five (5) years thereafter. Any breach of this confidentiality clause may result in immediate termination of this Agreement and potential legal action for damages.
9. **Non-Discrimination**. ATTORNEY covenants that it maintains and enforces compliant policies against discrimination and retaliation based upon race, color, religion, sex, age, national origin, disability, or any other legally protected characteristic in any activity pursuant to this Agreement.
10. **Independent Parties**. Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the CITY nor its officers or employees will have any control over the conduct of the ATTORNEY or any of the ATTORNEY's agents, employees, or subcontractors, except as otherwise provided in this Agreement.
11. **Indemnification**. ATTORNEY shall indemnify CITY, including but not limited to, its officials, officers, and employees against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, to the extent caused by the negligent or willful acts, errors or omissions of ATTORNEY or ATTORNEY's officers, agents, or employees, in the performance of services, activities or work conducted pursuant to this Agreement.
12. **Insurance Requirements**. Prior to commencing work, the ATTORNEY must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services by ATTORNEY or ATTORNEY's agents, representatives, or employees for the duration of this Agreement. ATTORNEY must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit A, Insurance Requirements.
13. **Compliance with Law**. ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
14. **Nuisance**. ATTORNEY may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
15. **Conflict of Interest and Reporting**. ATTORNEY's client for purposes of this engagement is CITY only. ATTORNEY is not undertaking the representation of any person or entity related to or affiliated with CITY, including, but not limited to, any parent entity, subsidiary, member, officer, director, or employee (hereinafter collectively referred to as "Related Entities"). ATTORNEY will not be precluded by reason of undertaking this or any future engagement of CITY from representing existing or future clients in legal matters relating to or adverse to any Related Entities.

Since ATTORNEY represents a large number of diverse clients, which may include clients

involved in activities affecting CITY, the representation of CITY by ATTORNEY in the present and any future matters will not be grounds for asserting a conflict of interest in any work that ATTORNEY may do for other clients (including CITY's competitors and adversaries) that is unrelated to ATTORNEY's current or future representation of CITY. Specifically, CITY agrees that ATTORNEY may represent other clients in matters that do not involve any confidential information that has been obtained by ATTORNEY in the course of any representation of CITY, even though ATTORNEY's representation of the other client or clients may be adversarial to CITY in business transactions, litigation, or judicial or administrative proceedings. Accordingly, CITY waives any conflict of interest in any such matter and will not assert any conflict of interest as a ground for disqualifying ATTORNEY from representing other clients in any such matter.

16. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

16.1. To CITY:

City of Redondo Beach  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277  
Attention: City Attorney

16.2. To ATTORNEY:

Crowell & Moring LLP  
3 Embarcadero Center, 26<sup>th</sup> Floor  
San Francisco, CA 94111  
Attention: Jon Welner  
E-Mail: jwelner@crowell.com

17. **Licenses, Permits, and Fees.** ATTORNEY, at its sole expense, shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement during the term of this Agreement.

18. **Standard of Care.** ATTORNEY agrees to provide all services in a manner consistent with the level of care and skill ordinarily exercised by members of the ATTORNEY's profession currently practicing in the same locality under similar conditions.

19. **Time of Essence.** Time is of the essence in the performance of this Agreement.

20. **Limitations Upon Subcontracting and Assignment.**

20.1. ATTORNEY may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of CITY. Any attempt to do so without the CITY's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 20.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ATTORNEY or of any general partner or joint venture or syndicate member of ATTORNEY, if a partnership or joint venture or syndicate exists, which results in changing the control of the ATTORNEY, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.
21. **Subcontractors.**
- 21.1. If ATTORNEY proposes to have any subcontractor perform any part of the services, ATTORNEY must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subcontractor, and the total price or hourly rates used in preparing an estimated cost for the subcontractor's services. CITY, in its sole discretion, may grant or deny the request.
22. **Integration.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by CITY and ATTORNEY, and approved as to form by the City Attorney.
23. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
24. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
25. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
26. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
27. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
28. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
29. **Venue and Jurisdiction.** CITY and ATTORNEY agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in the Superior Court of the County of Los Angeles, Southwest Judicial District. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
30. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and



remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

31. **Exhibits**. The following exhibit is incorporated by reference into this Agreement as though fully set forth herein.

Exhibit A: Insurance Requirements

32. **Severability**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS FOR ATTORNEYS**

Without limiting ATTORNEY's indemnification obligations under this Agreement, ATTORNEY shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ATTORNEY, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California.
4. Employer's Liability Insurance.
5. Professional Liability Insurance shall be required if the ATTORNEY is providing a professional service regulated by the State (e.g., insurance agents, doctors, lawyers, architects, engineers, certified public accountants, etc.). However, some professions, such as software designers, claims administrators, or human resources professionals, should also carry Professional Liability insurance.

#### Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: Insurance appropriate to the ATTORNEY's profession with a limit of not less than \$2,000,000 each claim and \$4,000,000 in the annual aggregate.
5. If the ATTORNEY maintains higher limits than the minimums shown above, the City of Redondo Beach requires and shall be entitled to coverage for the higher limits maintained by the ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Redondo Beach.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement

1. General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds . General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance, or as a separate owner's policy.
2. Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the ATTORNEY.
3. For any claims related to this project, the ATTORNEY's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the ATTORNEY's insurance and shall not contribute with it.
4. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
5. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the ATTORNEY's part.

### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Claims Made Policies

If the Professional Liability policy provides "claims made" coverage:

1. The Retroactive Date must be shown, and must be before the date of this Agreement or the start of work.

2. The insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of work.
3. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the ATTORNEY must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

#### Verification of Coverage

ATTORNEY shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded.

#### Subcontractors

ATTORNEY shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### Risk Management

ATTORNEY acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager or Human Resources Director. ATTORNEY's agreement to such changes is subject to ATTORNEY's review of the revised provisions and the Parties' consideration of exceptions proposed by ATTORNEY.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL: certificates@wtwco.com FAX (A/C, No): 1-888-467-2378	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Crowell & Moring LLP 1001 PA Ave., NW Washington, DC 200042505	NAIC # 29459	

## COVERAGES

CERTIFICATE NUMBER: W36316241

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	Y	42WB AC4LV1	12/13/2024	12/13/2025 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies in favor of Teachers Insurance & Annuity Association of America, The TREA 1001 Pennsylvania Avenue Trust, a District of Columbia statutory trust, New York State Teachers' Retirement System (NYSTRS), Hines Interests Limited Partnership, and their subsidiaries, directors, officers, and employees with respects to Workers Compensation as required by written contract and as permitted by law.

## CERTIFICATE HOLDER

## CANCELLATION

The TREA 1001 Pennsylvania Avenue Trust and Hines Interests 1001 Pennsylvania Ave, NW Suite 100 Washington, DC 20004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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