

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 15th day of July 2025, by the CITY OF REDONDO BEACH, a municipal corporation, ("CITY"), and COVINGTON & BURLING LLP ("ATTORNEY").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement for Legal Services ("Agreement") is entered into pursuant to Redondo Beach City Council authorization on July 15th, 2025.
2. The CITY is a 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.
3. The CITY and ATTORNEY entered into an Agreement for Legal Services dated April 2, 2024 and which terminated on December 31, 2024.
4. ATTORNEY provided services to CITY during the period of January 1, 2025 through July 15, 2025.
5. The CITY and ATTORNEY desire to enter into this new Agreement upon the terms and conditions herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from January 1, 2025 and until December 31, 2025, unless terminated earlier pursuant to Section 3.5.
2. **Services to be Provided.**
 - 2.1 **Services.** The services to be performed by ATTORNEY shall consist of the following: Legal Services as assigned by the City Attorney's Office with respect to the chapter 11 bankruptcy case captioned *In re 9300 Wilshire, LLC*, Bankr. C.D. Cal. case no. 2:23-bk-10918-VZ (the "REPRESENTATION").
 - 2.2 **Client.** CITY shall be ATTORNEY'S client in this representation, and not any of the CITY'S related parties.
3. **Compensation.** ATTORNEY shall be compensated as follows:

- 3.1 Amount. \$1095 per hour. This is a blended rate. Abigail O'Brient will be the primary attorney performing legal services pursuant to this Agreement but she is authorized to use other members of the firm to assist her in this work. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Attorney. If CITY engages ATTORNEY to continue the REPRESENTATION after December 31, 2025, the CITY and ATTORNEY shall negotiate in good faith regarding ATTORNEY'S compensation commencing on January 1, 2026 and an amendment to this Agreement must be agreed to by both parties and approved by the City Council.
- 3.2 Payment. For work performed under this Agreement, payment shall be made per monthly invoice. Payment of ATTORNEY'S invoices in full is due within 30 days of receipt. If any statement remains unpaid for more than 60 days, CITY agrees that ATTORNEY will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.
- 3.3 Expenses and Records of Expenses. ATTORNEY shall keep accurate records of time and expenses. These records will be made available to CITY. ATTORNEY'S invoices may include charges for support services incurred on CITY'S behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to CITY'S special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, ATTORNEY reserves the right to forward the charge to CITY for CITY to pay directly, or to ask CITY to advance to ATTORNEY funds sufficient to allow ATTORNEY to pay the charge on CITY'S behalf.
- 3.4 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.
- 3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements.**

- 4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.
- 4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile

for the CITY or on CITY business.

- 4.3 **Malpractice Insurance.** ATTORNEY shall maintain malpractice insurance as agreed between CITY and ATTORNEY.
5. **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.
6. **Non-Liability of Partners of ATTORNEY.** ATTORNEY is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against ATTORNEY (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.
7. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
8. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
9. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
10. **Ownership of Work Product.** 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. ATTORNEY retains ownership of and may re-use ATTORNEY's own know-how and precedents even if used or generated for ATTORNEY's representation of CITY, subject to ATTORNEY's professional ethical obligations to CITY.
11. **Conflict of Interest and Reporting.**
 - 11.1 ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.
 - 11.2 CITY consents and agrees that ATTORNEY may be adverse to CITY on behalf of other clients in matters that are not substantially related to the REPRESENTATION or to any additional matter we may undertake on CITY'S behalf in the future. ATTORNEY might be adverse to CITY in

litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative matters, or any other type of matter so long as the matter is not substantially related to work ATTORNEY has performed for CITY. If there are parties adverse to CITY in the REPRESENTATION, it is possible that those adverse parties will have need for counsel in matters that are not adverse to CITY and which do not have a substantial relationship to the REPRESENTATION. Even though ATTORNEY would, as a result, receive some fee income from CITY'S adversary, CITY consents to ATTORNEY'S representing such parties in such matters. ATTORNEY commits to continued zealous representation of CITY'S interests in the REPRESENTATION notwithstanding any fee income ATTORNEY may receive from CITY'S adversary.

12. **Electronic Devices.** CITY and ATTORNEY may use electronic devices and Internet services to communicate with each other and forward documents, notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. CITY agrees that the benefits of such technology outweigh the risks of unauthorized disclosure.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
 - a. Address of ATTORNEY is as follows:
Covington & Burling LLP
Attention: Abigail O'Brient
1999 Avenue of the Stars
Los Angeles, CA 90067-4643
 - b. Address of CITY is as follows:
City Attorney's Office
415 Diamond Street
Redondo Beach, California 90277
14. **Licenses, Permits, and Fees.** ATTORNEY shall maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from

CITY.

16. **Time of Essence**. Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement or any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.
18. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
19. **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.
20. **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.
21. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
22. **Preservation of Agreement**. 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.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH

COVINGTON & BURLING LLP

By: _____
James A. Light, Mayor

By: _____
Abigail O'Brient, Attorney

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Eleanor Manzano, City Clerk

By: _____
Joy A. Ford, City Attorney