

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 13th day of April 2021, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and NORTON ROSE FULBRIGHT US LLP ("ATTORNEY").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to the CITY Council's authorization on April 13, 2021.
2. 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.
3. 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 April 13, 2021 until terminated.
2. **Services to be Provided.** The services to be performed by ATTORNEY shall consist of the following:

ATTORNEY shall provide Bond Counsel services in connection with the refinancing of all or a portion of approximately \$200 million of Unfunded Accrued Liability of the CITY to the California Public Employees' Retirement System (the "Transaction"). As Bond Counsel, ATTORNEY shall provide customary Bond Counsel services necessary to enable the CITY or related entity to authorize, issue sell and deliver fixed rate bonds as more fully set forth below. In addition, ATTORNEY shall make their offices available to CITY for the purpose of conducting meetings regarding documents relating to the offering of bonds for the pre-closing and closing of the Transaction.

To the extent necessary, ATTORNEY shall undertake statutory, decisional and constitutional law research inquiries as to the validity and legal authority of any method of financing chosen by the CITY. ATTORNEY shall prepare, where necessary, the various resolutions, amendments and related

documentation required for the Transaction. ATTORNEY shall also be available to discuss and comment upon any aspect of the Transaction related to its role as Bond Counsel, including any issues concerning the rating agencies or any other participant to the Transaction. ATTORNEY shall prepare or review all documents of the CITY necessary for the conversion, closing and delivery of the Bonds to the purchasers. ATTORNEY shall also prepare or review the various closing certificates and opinions required of trustees, accountants, and other interested parties.

The provisions herein for payment of fees on a fixed fee basis or a capped fee basis pertain to the ordinary and customary services rendered in connection with transactions of the type described herein. No work to be billed hourly to CITY will be undertaken without the written authorization of the CITY's City Attorney's Office.

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

3.1 **Amount.** ATTORNEY fees for services as Bond Counsel shall be \$145,000.00. Such fee is entirely contingent on the successful delivery of the bonds, notes or other obligations. In the event the bonds, notes or other obligations are not sold and delivered, CITY shall not be liable for any legal services provided or costs incurred by ATTORNEY. CITY shall also pay \$1,800.00 to ATTORNEY as reimbursement for ATTORNEY's out-of-pocket expenses incurred in connection with preparation of transcripts and legal services rendered by ATTORNEY with respect to the financing under this Agreement. The total not to exceed amount for this Agreement is \$146,800.00 for the provision of Bond Counsel and any out-of-pocket expenses associated with such services.

The provisions herein for payment of fees on a fixed fee basis or a capped fee basis pertain to the ordinary and customary services rendered in connection with transactions of the type described herein. No work to be billed hourly to CITY will be undertaken without the written authorization of the CITY's City Attorney's Office.

3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice.

3.3 **Records of Expenses.** ATTORNEY shall keep accurate records of time and expenses. These records shall be made available to CITY.

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 in an amount satisfactory to the City's Risk Manager.
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-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.
7. **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.
8. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **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.
10. **Conflict of Interest and Reporting.** 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. **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:
- Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, CA 90071
Attention: Donald Hunt, Partner
Russ Trice, Partner
- b. Address of CITY is as follows:
- City of Redondo Beach
City Attorney's Office
415 Diamond Street
Redondo Beach, California 90277
Attention: Michael W. Webb, City Attorney
12. **Licenses, Permits, and Fees.** ATTORNEY shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.
13. **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.
14. **Time of Essence.** Time is of the essence in the performance of this Agreement.
15. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.
16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
17. **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.

18. **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.
19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
20. **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

“ATTORNEY”

By: _____
William C. Brand, Mayor

By: 
Don Hunt, Partner

Date: _____

Date: April 13, 2021

ATTEST:

APPROVED AS TO FORM:

By: _____
Eleanor Manzano, City Clerk

By: _____
Michael W. Webb, City Attorney