

PROFESSIONAL LEGAL SERVICES AGREEMENT

This agreement ("Agreement") is made and entered as of the first day of January 2025 ("Effective Date"), by and between the City of Lancaster, a California charter city ("City") and Dapeer, Rosenblit & Litvak, LLP, a California limited liability partnership (the "Firm"). City and the Firm are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and the Firm agree as follows:

RECITALS

- A. Whereas, the City has retained the services of the Firm since 2006, and the Firm has continuously provided specialized legal services to the City since that time.
- B. Whereas, City desires to expand the scope of services to be provided by the Firm and elected to issue a request for proposals dated September 25, 2024 (the "RFP") for code enforcement and city prosecutor services.
- C. Whereas, the Firm submitted its proposal in response to the RFP and represents and warrants that it is duly licensed and qualified to perform the Services contemplated by the RFP and this Agreement.
- D. Whereas, after evaluating the response to the RFP, the City determined that it was in its best interest to continue to retain the Firm as specialized legal counsel going forward and to expand the scope of services that the Firm may provide in the future.
- E. Whereas, the Firm desires to continue to provide specialized legal services as requested by the City and has the special knowledge, skill and experience to perform those services.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. **Engagement of the Firm.** City hereby engages the Firm, and the Firm agrees to provide Code Enforcement, City Prosecutor and related legal services for City (the "Services") as more particularly set forth in Exhibit A" titled "Scope of Services" which is attached hereto and incorporated herein by reference.
2. **Term of Agreement.** This agreement shall become effective on the date set forth above and continue until terminated by one or both Parties as set forth in paragraph 19, below.
3. **Quality of Services.** All Services shall be performed by the Firm and its employees

in a professional manner in conformity with the standards for similar legal providers in Southern California. The Firm represents and covenants that it has and will have the skill and the professional expertise necessary to provide the Services to City at the appropriate level of competency for the matters and services to which it is assigned. All support staff and associates shall be supervised by senior associates or partners and the Firm shall be responsible for the satisfactory work of those employees.

4. **Timeliness.** The Firm shall perform and complete all Services in a prompt and timely manner.
5. **Compliance with Law.** The Firm shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement. The firm shall at all times have all required licenses and permissions to perform the services to be provided under this Agreement. All persons rendering services to the City on behalf of the Firm shall be duly licensed and qualified to perform those services.
6. **Employee Benefits.** The firm shall be responsible for payment of all employees' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and social security obligations.
7. **Non-discrimination and equal employment opportunity.** In the performance of this Agreement, the Firm shall not discriminate against any employees, subcontractor or applicant for employment because of race, color creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
8. **Independent Judgment In Criminal Prosecutions.** It is understood by the Parties that the Firm and its attorneys shall utilize independent judgment as city prosecutors with regard to accepting a matter for prosecution and in making decisions during the course of such prosecution, including issues related to trial, settlement and resolution, sentencing, appeals and other issues that may arise during the course of a matter.
9. **Compensation.** Compensation for The Firm's performance of the Services shall be in accordance with the rates set forth in Exhibit "B", titled "Rate Schedule" which is attached hereto and incorporated herein by reference.
10. **Invoices and Payment.** The Firm shall submit monthly invoices to City describing the Services performed during the preceding month. The Firm's invoices shall include a brief description of the Services performed, provided that information that would disclose privileged matter may be omitted, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. If the City disputes any portion of any invoice, it shall identify the entries to which it objects and may withhold the sums assigned to those entries pending discussion and resolution by the Parties. City shall pay The Firm for any undisputed services no later than thirty (30) days after receipt by City of The Firm's invoice. Any services for which no objection is made during the thirty-day period shall be deemed reasonable and appropriate.

11. Party Representatives and Notices.

- a. **City Representatives.** Party Representatives City Manager and the City Attorney of Lancaster, and their designees, shall be the City's representative with respect to performance of the Services, and such persons shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.
- b. **Designated Representatives for the Firm.** The authorized representative for the Firm shall be William Litvak and his designees who shall be responsible for communicating with the City, and providing the Services as provided herein.
- c. **Notices.** Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing and transmitted by personal delivery or by mail with a contemporaneous copy sent by electronic or fax transmission to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

<p>CITY OF LANCASTER Attn: City Manager Email: tniebla@cityoflanaster.gov 44933 Fern St. Lancaster, California 93534</p> <p>With a copy to</p> <p>Allison Burns, City Attorney Email: aburns@stradlinglaw.com 33933 Fern St. Lancaster, California 93534</p>	<p>DAPEER, ROSENBLIT & LITVAK, LLP, Attn: William Litvak, Managing Partner Email: wlitvak@drllaw.com 11500 W. Olympic Blvd. Suite 550 Los Angeles, California 90064</p>
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- 12. **Maintenance of records and files.** The firm shall retain electronic records and files of the matters assigned to it by the City for a period of three (3) years from the date of last service rendered for a specific matter, after which they may be destroyed and/or deleted. The Firm shall maintain records documenting costs and expenses related to the Services for a period of three (3) years from the date incurred. All the foregoing may be stored electronically and shall be available at reasonable times for examination by City at the office of The Firm.

- 13. **Insurance.** The following insurance coverage required by this Agreement shall be maintained by The Firm for the duration of its performance of the Services. The Firm shall not perform any Services unless and until the required insurance listed below is obtained by The Firm. The Firm shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Workers' Compensation and Employer's Liability insurance in the amount that meets

statutory requirements with an insurance carrier acceptable to City, or certification to City that The Firm is self-insured or exempt from the workers' compensation laws of the State of California, as follows:

- a. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- b. The Firm shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) on a claim made basis.
- c. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all The Firm owned vehicles used in connection with The Firm's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

14. Indemnity.

- a. The Firm shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including the Firms' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, The Firm, or its officers, employees and agents in performing the Services.
- b. In the event that the Firm is named as a defendant in any action solely in its role as counsel for the City, the City shall indemnify and defend the Firm and its employees, representatives and agents from and against any and all claims, losses or liability, including the Firms' attorney's fees, except any claims made solely based upon the intentional or reckless misconduct of the Firm, or its officers, employees or agents in performing the Services.

15. Conflicts of Interest. The Firm covenants and represents that it does not have any interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services. The Firm further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services. The Firm shall cause to be executed and provided to the City any disclosure required under applicable law, including the Levine Act in the form attached hereto as "Exhibit C" titled "Levine Act Disclosure".

16. City Cooperation. The City shall provide the Firm with all support and cooperation necessary for the performance of the Services, make available all resources from the

departments to assist in the performance of the Services and provide such facilities as may be required from time to time to do so. Without limiting the generality of the foregoing, the City shall provide access to its document management and information data bases to access information related to matters it is handling.

17. No Assignment. The Firm shall not assign or sub-contract any of the Services, except with the prior written approval from City.

18. Independent Contractor. The Firm is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of The Firm or The Firm's employees, except as herein set forth. The Firm shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by The Firm are for its account only, and in no event shall The Firm or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. The Firm shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall The Firm have any authority, express or implied, to bind City to any obligation.

19. Termination. This Agreement may be terminated by either Party by providing not less than thirty (30) days prior written notice. Provided, however, if termination is for cause, the City may provide five (5) day's written notice of termination.

20. Entire Agreement. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. This Agreement may be modified only by a writing approved by City and signed by City and The Firm.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be litigated only in Los Angeles County, California.

22. Severance. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

23. Recitals. The recitals set forth above are incorporated into and are a part of this Agreement.

It is so agreed.

<p>CITY OF LANCASTER</p> <p>By _____ Trolis Niebla, City Manager</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved.</p> <p>_____ Allison Burns, City Attorney</p>	<p>DAPEER, ROSENBLIT & LITVAK, LLP,</p> <p>By _____ William Litvak, Managing Partner</p>
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EXHIBIT A SCOPE OF SERVICES

Dapeer Rosenblit & Litvak shall provide services to the City as requested and, in particular, as follows:

1. **Litigation and Administrative Services.** The Firm will represent the City, and to the extent requested to do so and when not precluded by law or regulation, its employees, officers, elected officials, agents and representatives, in all litigation and administrative matters referred to it by the City's representatives including but not limited to:
 - A.** Act as the City Prosecutor for the City with the authority to institute criminal enforcement of any and all laws that the City Prosecutor acting on behalf of the City and People may lawfully enforce utilizing independent judgment and discretion within ethical requirements applicable to public prosecutors, including but not limited to any misdemeanor which the City may enforce and to perform all corresponding functions and responsibilities.
 - B.** Criminal, Civil and Administrative Enforcement of the Lancaster Municipal Code.
 - C.** Criminal, Civil and Administrative enforcement of any state or federal law that the City or its representatives, including but not limited to its City Prosecutors, have jurisdiction to enforce.
 - D.** Representation of the City and its affiliated persons and entities before any state or federal court, administrative agency, governmental department or division, legislative body and/or governmental office, including mandamus proceedings.
 - E.** Represent the City and its personnel in any proceeding or matter as requested by the City Council, City Manager or City Attorney or their designated representatives before all courts, governmental agencies and departments at the local, state or federal level.
 - F.** Represent the City and any of its departments, agencies, subdivisions, officers, elected officials and employees at administrative hearings. Such administrative hearings shall include those before any agency, department or subdivision of the City and any other local, state or federal body.
 - G.** Seek any and all available claims and remedies including but not limited to criminal penalties, civil injunctions, receiverships (including Health & Safety Code receiverships), civil damages and penalties, cost and fee reimbursement and administrative orders, preparation of and enforcement of liens.
 - H.** Use all available enforcement methods, actions, and proceedings, and pursue all available remedies under local, state or federal law (including administrative, civil, and criminal remedies) and other laws as appropriate, using all available enforcement methods actions and proceedings and pursuing all available remedies under local, state or federal law, Lancaster Municipal Code and any other applicable law or regulation.
 - I.** Utilize any procedure, prepare and file any and all documents the Firm's

attorneys deem appropriate to initiate, pursue or maintain any litigation, whether criminal, civil or other type of matter, whether at the trial or appellate court levels, including seeking warrants, preliminary relief, restraining orders, preliminary injunctions, subpoenas, discovery procedures, motion practice, trials, appeals, judgments and enforcement of judgements and any other procedures and proceedings related thereto and appear at any proceedings, hearings, trials and all related court proceedings pertaining thereto.

J. Ancillary litigation services related to the Firm's services, including but not limited to plea negotiations, sentencing recommendations, probation revocations and contempt hearings, revocation hearings, court appearances, settlement discussions and proceedings.

K. General Legal Services. In addition to providing litigation and related services, the Firm is authorized to provide any service, counsel and advice requested by the City, including but not limited to the following:

- a. Factual and Legal research and investigation regarding violations or potential violations of local, state or federal law.
- b. Seek warrants and other court orders available to investigate any matter referred to the Firm, including abatement of any violation of law.
- c. Incur expenses associated with matters referred to the Firm as provided in the Professional Legal Services Agreement with the City.
- d. Preparation of documentation pertaining to liens the City may impose, including appropriate resolutions and other documents and to record same.
- e. Assist staff in initiating administrative remedies, including administrative abatement, license revocation, CUP and special use permit revocations; Prepare City Staff for administrative hearings and, when appropriate, represent City Staff before a hearing officer or other appellate or reviewing authority (including Administrative Hearing Officer – or any other appropriate committee, commission, and/or the City Council).
- f. Provide trainings to City Staff regarding law and code enforcement procedures and best practices as requested by the City.
- g. Assist staff in initiating administrative remedies, including administrative abatement, license revocation, CUP and special use permit revocations.
- h. Act as advisor and counselor to the City's Code Enforcement and Police and public safety personnel on all code related matters.
- i. Work with the City Attorney, City Manager, Chief of Police, and additional City Staff as required by the City Manager, Lancaster City Attorney or City Council.
- j. Provide legal opinions and respond to questions submitted by the City Council, City Manager or City Attorney.
- k. Review existing City codes, regulations, rules, resolutions, policies, and practices, and provide recommendations and/or draft amendments, modifications, and/or updates to said codes, regulations, rules, resolutions, policies, and practices.
- l. Perform any other duties or functions as requested and/or approved by

the City Manager, City Attorney, and/or City Council.

EXHIBIT B
RATE SCHEDULE

Standard Rate for all litigation, administrative and general services:

Attorneys: \$245/hour

Paralegals: \$195/hour

Complex Litigation and Counseling Services. For any matter that is assigned to the firm and designated as complex a surcharge of \$45.00 per hour will be added to the Firm's Standard Rate.

In addition to hourly rates, the City shall reimburse the Firm for costs and expenses incurred as follows:

1. Process server fees and charges – As incurred for filing and service of legal notices, procurement of certified public records when not otherwise available from our electronic service providers, and other similar charges.
2. Court mandated fees and charges – As incurred.
3. Online 3rd party database providers – Transaction fee of \$25 for each request/search, in addition to actual charges for the service provider. These searches include property ownership information, lien and/or loan documents, corporate or other business information, and “discovery” on individuals to identify and locate responsible parties.
4. Copier charges – B&W – 10¢/page; Color – 25¢/page.
5. Postage, courier and delivery services – As incurred.
6. Exhibit preparation (including electronic presentation and photograph enlargement) – As incurred.
7. Court reporter or transcript fees – As incurred.
8. Investigator and investigations expenses as incurred, provided that advance approval is obtained.
9. Expert Witness or consulting fees and expenses as incurred, provided that advance approval is obtained
10. Such other expenses, costs and fees that are incidental to the Services to be provided under this Agreement or as approved by the City in advance.

EXHIBIT C
LEVINE ACT DISCLOSURE