

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



January 31, 2017

Ladies and Gentlemen:

The City requests qualifications-based proposals from individuals or firms to provide the City with special legal services relating to California Water Law and policy.

A completed proposal must be submitted in a sealed envelope indicating the proposal title, **“Water Law Counsel”**. At the proposer’s option, proposals may be submitted via email in .pdf format to patricia.garcia@oxnard.org **OR** an envelope containing one (1) executed original and two (2) signed copies of the Proposal. **All proposals must be received no later than 5:00 p.m., February 22, 2017, at the address listed below.** Any proposal received after the date and time specified need not be considered. By submitting a proposal for the requested services, each respondent is certifying that its proposal is in compliance with this request.

Please submit your proposal to: City of Oxnard Purchasing Office, 300 West Third Street, Second Floor, Oxnard, California 93030, Attention: Patricia Garcia.

A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City’s website: <http://www.oxnard.org>.

If you have any questions, please call (805) 385-7538 or email patricia.garcia@oxnard.org.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Garcia". The signature is written in a cursive style.

Patricia Garcia
Buyer
City of Oxnard

REQUEST FOR QUALIFICATIONS



FOR WATER LAW COUNSEL

Stephen M. Fischer, City Attorney
City of Oxnard—Office of the City Attorney
305 W. Third Street, Suite 100E
Oxnard, California 93030

A. City of Oxnard

The City of Oxnard (“City”) is located in western Ventura County midway between Santa Barbara and Los Angeles on the southern coast of California. It is one of several communities in the fertile Oxnard plain. Although agriculture remains a significant industry, Oxnard has an expanding economy based on a healthy combination of agriculture, commercial and manufacturing development, tourism and the United States Navy. The City has a population of over 200,000. The community includes high rise buildings, new housing, new industrial parks and commercial centers in addition to established businesses and agricultural resources.

B. Request for Qualifications Based Proposals (“RFQ”)

The City requests qualifications-based proposals from individuals or firms to provide the City with special legal services relating to California water law and policy, potable water, recycled water, treated wastewater, storm water quality law and regulations, compliance with the California Environmental Quality Act (“CEQA”), groundwater adjudication and the Urban Water Management Planning Act (“UWMPA”), utility billing, and legal requirements associated with water supply assessments and verifications associated with planned future development within the City, public water utilities funding law and regulations, including Proposition 218 compliance and hazardous waste and contamination issues.

A completed proposal must be submitted in a sealed envelope indicating the proposal title. **All proposals must be received no later than 5:00 p.m., February 22, 2017, at the address listed on this Request for Qualification.** Any proposal received after the date and time specified need not be considered. By submitting a proposal for the requested services, each respondent is certifying that its proposal is in compliance with this request.

This RFQ may be canceled and any and all proposals may be rejected at the discretion of the City Attorney.

C. Background

The City is the largest municipality within Ventura County. Historically, it has also been the fastest growing city in the region. As a full service City, the City provides retail water and wastewater services to customers within the City’s sphere of influence. The City also has available highly-treated recycled water for use within the City and in adjacent agricultural areas. The City obtains its potable water supplies from local groundwater via its own wells and from wells owned by United Water Conservation District (“United WCD”) and imported water purchased from the Calleguas Municipal Water District. The groundwater aquifers utilized by the City and United WCD are regulated by the Fox Canyon Groundwater Management Agency (“Fox Canyon GMA”). As with all communities in Southern California, the long-term integrity and reliability of its water supplies is of utmost concern.

Historically, the City has relied upon outside legal counsel for certain specialized legal services related to its water law and policy issues.

D. Scope of Work

In coordination with City staff, the City Attorney, and the Assistant City Attorney for Public Works/Utilities (“Assistant City Attorney”), outside counsel must be capable of providing the following services:

1. To provide legal representation to the City in connection with its water supply reliability needs, including implementation of the City’s Groundwater Recovery Enhancement and Treatment (“GREAT”) Program. Such services may include: negotiating and drafting agreements for the sale, delivery, storage and surface injection of recycled water; assisting with environmental review, regulatory and permitting compliance efforts; drafting and negotiating policy and approval documents to ensure the City obtains sufficient groundwater pumping rights in exchange for water deliveries; assisting with recycled water bills; and coordinating with the City and expert consultants concerning implementation of the GREAT Program. A brief description of the GREAT Program is attached.
2. To monitor and participate in the development of local water management policy which may impact the reliability and integrity of the City’s water supplies, including activities of the Fox Canyon GMA and United WCD, and to monitor and advise the City on statewide water policy and legal matters that may impact the reliability of the City’s imported water supplies.
3. To support the City Attorney, Public Works and Development Services Departments in negotiating and drafting development agreements, agreements with water users, water supply assessments and compliance with CEQA on matters related to City water and wastewater management.
4. To attend meetings of Fox Canyon GMA, Calleguas Municipal Water District and United WCD and subcommittees as requested by City staff.
5. To assist the City in monitoring, evaluating and responding to potential threats to the City’s water and recycled water quality, including activities of others within the watersheds and groundwater aquifers utilized by the City, and the activities of the City’s residents and businesses that discharge water from their properties to the City’s wastewater collection system or storm drainage system.
6. To assist the City Attorney and Public Works Departments regarding the development of fees and charges for water, wastewater, recycled water and storm water that comply with statutes and policies for such fees and charges, including Proposition 218.

[continued]

E. Schedule

1. Responses to this RFQ shall be submitted no later than **5:00 p.m., February 22, 2017, to the City of Oxnard Purchasing Office, 300 W. Third Street, Suite 202, Oxnard, California 93030.**

2. The City Attorney, the Assistant City Attorney, the Public Works Director and Public Works staff will review and evaluate responses and inform respondents as to whether interviews will be granted.

3. Interviews will be conducted in late February or early March, 2017.

4. Following interviews of the finalists, the City Attorney and Public Works Director will evaluate interviewed candidates and present to the City Council for approval a contract with the recommended firm in April 2017.

F. Information to be Included in Response

A responsive proposal shall include all of the following:

1. Transmittal letter (no more than 2 pages). Include any information highlighted from the remainder of the proposal or other key considerations relevant to the selection process.

2. Firm experience (no more than 4 pages). Provide a general overview of your firm and the firm's experience relevant to the performance of the scope of work described above. Include a description of the qualifications of key team members that will be responsible for implementing the scope of work. Also include a description of the qualifications of all subconsultants included in the proposal.

3. Fee proposal (no more than 1 page). Include a description of the hourly rates for each team member or any other fee proposal associated with implementing the scope of work.

4. References (no more than 1 page). Include a minimum of three (3) references for key team members, including name, title, phone number(s) and email(s).

G. Evaluation Factors

1. Qualifications of personnel.

2. Experience and past performance in the same or similar areas.

3. Grasp of the work to be performed and the approach to be used.

The City reserves the right to reject any or all proposals without cause.

H. Proposed Contract

A form of the City's contract for legal services is attached. Respondents must be willing to execute a contract in this form and substance.

GREAT PROGRAM SUMMARY

Like many cities in Southern California, the City of Oxnard's water supply is a combination of local groundwater and imported water from Northern California. The future reliability of the import source is uncertain given the State's fluctuating drought situation and pumping restrictions. In addition, there is also a need to manage the water resources in the Oxnard Plain due to environmental impacts. Water users in the southern Oxnard Plain have relied on groundwater wells mainly for irrigation of crops. Over time, groundwater recharge has not kept up with the rate of withdrawal resulting in a water imbalance condition and potential seawater intrusion. The City of Oxnard looked at these issues comprehensively and established the Groundwater Recovery Enhancement and Treatment ("GREAT") Program, a water resources project that combines wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination to provide regional water supply solutions for its users.

The GREAT Program includes the Advanced Water Purification Facility ("AWPF"). Currently, 8 to 9 million gallons per day ("mgd") of secondary effluent from the Oxnard Wastewater Treatment Plant is treated at the AWPF to produce 6.25 mgd of recycled water. Ultimately, the capacity will be increased to 25 mgd. The City will have the flexibility to deliver recycled water for irrigation of landscape and edible food crops to reduce agricultural pumping of the local aquifers, industrial process water, and direct injection into the groundwater basin to relieve overdrafted aquifers and serve as a barrier to seawater intrusion.

The AWPF was designed to produce recycled water that conforms to Title 22 recycled water standards, as established by the California Department of Public Health. The AWPF includes a multiple barrier treatment train consisting of microfiltration ("MF"), reverse osmosis ("RO"), and ultraviolet-light-based advanced oxidation ("AOX") processes to purify the secondary effluent.

A Recycled Water Backbone ("RWB") pipeline distributes recycled water produced at the AWPF to users within the City of Oxnard and to agricultural areas outside of the City. The RWB utilizes portions of an existing abandoned trunk sewer for the recycled water line.

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation (“City”), and _____, a partnership/ LLP/ LLC/ corporation engaged in the practice of law in the state of California (“Special Counsel”).

WHEREAS, City desires to engage Special Counsel to represent City’s interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney and the Assistant City Attorney for Public Works/Utilities (“Assistant City Attorney”); and

WHEREAS, Special Counsel represents that Special Counsel’s personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as may be required in a variety of matters as determined by the City Attorney or Assistant City Attorney.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or Assistant City Attorney of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or Assistant City Attorney investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney and Assistant City Attorney.

e. Special Counsel shall inform the City Attorney and Assistant City Attorney of the legal staff assigned to cases and matters and shall promptly advise the City Attorney and Assistant City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney and Assistant City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel shall use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel shall handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney and Assistant City Attorney in advance. Only those special counsels assigned and approved in advance in writing by the City Attorney may work on cases or matters.

2. Special Counsel Representative

_____ shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Special Counsel from rendering any services for Special Counsel's own account or to any other person or entity as Special Counsel in its sole discretion shall determine. Special Counsel agrees that performing such services will not materially interfere with services to be performed for the City.

4. Direction and Coordination

The City Attorney or Assistant City Attorney is responsible for providing management and direction to Special Counsel. Special Counsel shall coordinate the services to be provided with the City Attorney or Assistant City Attorney to the extent required by the City Attorney or Assistant City Attorney, and such services shall be performed to the satisfaction of the City Attorney or Assistant City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

Special Counsel, at its sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

7. City's Responsibilities

Through the City Attorney or Assistant City Attorney, City staff will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as

necessary for the orderly progress of the services. The City Attorney and Assistant City Attorney may examine documents submitted by Special Counsel and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on _____, and expire on _____.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, City shall pay Special Counsel for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City shall pay Special Counsel in an amount not to exceed \$_____ for services provided under this Agreement. The amount billed for services in any calendar month shall not exceed \$_____ without written authorization from the City Attorney or Public Works Director.

(2) City shall pay for all services provided by attorneys under this Agreement at the following hourly rates:

(3) The above hourly rate includes reimbursement to Special Counsel of the ordinary and usual expenses, except for those expenses listed in Section 10(b).

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) All billing shall be for work done for the City's direct benefit. Work for the benefit of multiple clients shall be apportioned accordingly.

(6) The above hourly rate may be altered by a writing signed by the City Attorney.

[continued]

b. Reimbursement

(1) In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(A) Actual Cost to Special Counsel:

Air travel (other than to and from City) - coach
Consultant fees
Extraordinary (in excess of \$100) copying/printing services fees
Extraordinary (in excess of \$100) in-house copying costs
Court reporting services fees
Expert fees
Service of process fees
Court/filing fees
Out of basic plan legal research

(B) Items with Maximums:

Lodging per night at current IRS rate
Mileage (other than to and from City) at current IRS rate
Witness fees - State court \$35.00 + statutory mileage
Federal court \$40.00 + statutory mileage

(2) Any reimbursement over \$100 requires preapproval in writing by the City. Please send all such requests to the City Attorney's Office Manager at leanne.daly@oxnard.org.

11. Method of Payment

a. Special Counsel shall submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard—Office of the City Attorney, 305 W. Third Street, Suite 100E, Oxnard, California 93030, Attention: Stephen M. Fischer, City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including but not limited to rent, vehicle, entertainment, promotion, general liability insurance, health insurance, workers' compensation insurance, and all compensation and benefits

of employees or agents engaged by Special Counsel. Special Counsel shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including but not limited to any personal property used by employees and agents of Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

14. Approved Attorneys and Paralegals

a. The following attorneys shall be the only attorneys assigned to perform services for City:

b. This list of approved attorneys may be altered by a writing approved by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel shall not engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality

Any documents and materials given to or prepared or assembled by Special Counsel under this Agreement shall be confidential and shall not be made available to any third person or organization by Special Counsel without prior written approval of the City Attorney.

17. Indemnity and Defense

a. To the fullest extent permitted by law, Special Counsel shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Special Counsel's performance of this Agreement or Special Counsel's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and

judgments, associated investigation and administrative expenses, defense costs including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution. Special Counsel's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of any Indemnified Party, Special Counsel's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Special Counsel's duty to indemnify. Special Counsel shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Special Counsel of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Special Counsel from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Special Counsel asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Special Counsel may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Special Counsel's work or work product by the Indemnified Party shall not affect, relieve or reduce Special Counsel's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

18. Insurance

a. Special Counsel shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives in writing the requirement that Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

a. In the performance of the services, Special Counsel shall be, and is, an independent contractor, and Special Counsel and its employees are not employees of City. Special Counsel has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Special Counsel.

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Special Counsel and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel shall scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. All persons employed by Special Counsel shall be treated equally by Special Counsel without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with

all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Special Counsel shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel shall recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

Time is of the essence in regard to performance of, or lack of performance of, any of the terms and conditions of this Agreement.

25. Covenants and Conditions

Each term and each provision of this Agreement to be performed by Special Counsel shall be construed to be both a covenant and a condition.

27. Governing Law; Venue

The construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Ventura County Superior Court.

28. Compliance with Laws

Special Counsel shall comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

29. Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

30. Waiver

No waiver of a breach of any provision of this Agreement by either Special Counsel or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Special Counsel to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

31. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

32. Arbitration

In the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

33. Authority to Execute

a. The person or persons executing this Agreement has or have been duly authorized by the City Council to do so on behalf of the City.

b. The person or persons executing this Agreement has or have been duly authorized by Special Counsel to do so on behalf of Special Counsel.

34. Notices

Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below or at such other address as one party may notify the other in writing:

a. Any notice to Special Counsel shall be addressed to _____,
_____, _____, _____ Attention: _____.

b. Any notice to City shall be addressed to City of Oxnard—Office of the City Attorney, 305 W. Third Street, Suite 100E, Oxnard, California 93030, Attn: Stephen M. Fischer, City Attorney.

35. Amendment

This Agreement may be amended at any time in writing by the City Attorney and Special Counsel.

36. Entire Agreement

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor

[name, title]

ATTEST

[name, title]

Michelle Ascencion, City Clerk

APPROVED AS TO FORM & CONTENT

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE

Risk Manager

The City requires the following for any agreement:

- For a corporation, two signatures: (1) the Board President, CEO or Vice President; and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, two signatures, both of whom must be managers of the LLC; or
- For a partnership or limited partnership, the signatures of all partners.

If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Special Counsel.

EXHIBIT A:

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Stephen M. Fischer
City Attorney
City of Oxnard—Office of the City Attorney

Invoice No.

305 W. Third Street, Suite 100E
Oxnard, CA 93030

Client/Matter No:
Re:

For Professional Services Rendered Through **//****
Summary of Fees and Costs**

Total Fees	\$*****
Total Costs	<u>\$*****</u>
Total Charges	<u><u>\$*****</u></u>

Privileged and Confidential – Do not store with publicly accessible documents

EXHIBIT A (continued):

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Stephen M. Fischer
City Attorney
City of Oxnard—Office of the City Attorney
305 W. Third Street, Suite 100E
Oxnard, CA 93030

Invoice No.

Client/Matter No:
Re:

For Professional Services Rendered Through **//******

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 1/10s of an hour Increments</u>	<u>Amount of Fees</u>
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Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
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Additional Information

FY to Date Fees (7/1/___ to 6/30/___)	\$ _____
FY to Date Costs (7/1/___ to 6/30/___)	\$ _____
Case to Date Fees	\$ _____
Case to Date Costs	\$ _____

Privileged and Confidential – Do not store with publicly accessible documents