



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Cynthia Alba, Executive Assistant

Approved by: Steve McClary, City Manager

Date prepared: May 16, 2024 Meeting date: June 10, 2024

Subject: Increase in Fees for Prosecution and Civil Litigation Services

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 3 to the Agreement with Dapeer, Rosenblit & Litvak, LLP to increase the rates from \$175/hour to \$200/hour for code enforcement services, and from \$210/hour to \$250/hour civil litigation service, and \$185 for paraprofessionals services along with an annual increase of 3% or the increase in the applicable cost of living (COLA) index, whichever is lower.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2023-24 and the Proposed Budget for FY 2024-25 in Account No. 100-7005-5103 (Legal Counsel-Criminal Prosecution). Assuming no unforeseen issues, staff believes that the increased rates will not affect the ability of the vendor to perform all required services within the existing budget.

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: Since 1998, the City has maintained a contract with Dapeer, Rosenblit & Litvak, LLP, to provide legal services to prosecute municipal code violations.

On February 12, 2007, the City entered into Amendment No. 1 to Agreement with Dapeer Rosenblit & Litvak, LLP to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

On September 14, 2014, the City entered into Amendment No. 2 to the Agreement with Attorneys to increase the hourly rate to \$175 for code enforcement services and \$210 for civil litigation matters.

Dapeer, Rosenblit & Litvak, LLP is requesting that the rate be increased to \$200 per hour for all code enforcement services, \$250 for civil litigation services, and \$185 for paraprofessionals services along with an annual increase of 3% or the increase in the applicable cost of living (COLA) index, whichever is lower. These proposed new rates are well within the market for lawyers within this area of specialty and their experience.

ATTACHMENTS:

1. Amendment No. 3 to Agreement
2. Letter Requesting an Increase
3. Existing Agreement and Amendment Nos. 1 and 2

AMENDMENT NO. 3 TO AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR LEGAL SERVICES is made and entered into on June ____, 2024, by and between the CITY OF MALIBU (the “City”), and DAPEER ROSENBLIT & LITVAK, LLP (the “Attorneys”).

RECITALS

- A. On September 15, 1998, the City entered into an agreement with Attorneys for legal services related to the enforcement of the Municipal Code, specifically related to code enforcement and special counsel services (this Agreement and the two prior amendments described herein are collectively known as the “Agreement”).
- B. On February 12, 2007, the City entered into Amendment No. 1 to the Agreement with Attorneys to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation matters.
- C. On September 14, 2014, the City entered into Amendment No. 2 to the Agreement with Attorneys to increase the hourly rate to \$175 for code enforcement services and \$210 for civil litigation matters.
- D. The City and Attorneys desires to amend the Agreement to increase the hourly rates and to implement an annual increase process.
- E. The parties hereto desire to further amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Paragraph II(A) – Compensation for Services is hereby replaced to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$200 per hour for all code enforcement services, \$250 for civil litigation services, and \$185 for paraprofessionals services. “Code enforcement services” shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. “Civil litigation services” shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph 1(B) of this Agreement or for the preparation and calculation of the CPI notice described herein.

Effective each July 1st, the hourly fee for services rendered by the Attorneys will be increased by the lesser of three percent (3%) or the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles County, as reported by the United States Bureau of Labor Statistics. The CPI-U change shall be equal to the percentage increase between the CPI-U last reported as of March of the prior year and the month of March of the current year. The adjusted rate will be calculated and communicated by the

Attorneys to the City at least 45 days prior to the annual July 1 adjustment date. No increase will be permitted unless and until the Attorneys provide written notice of the hourly fee increase and no retroactive fee increases will be approved or permitted. If the CPI data is unavailable, the latest data prior to the month of March data will be used.

2. Remainder of Agreement Unaffected. The parties hereto acknowledge and agree that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment No. 3 and the Agreement, the terms of this Amendment No. 3 shall control.

This Agreement is executed on June ____, 2024, at Malibu, California, and is effective as of July 1, 2024.

CITY OF MALIBU:

STEVE MCCLARY, City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:
THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, City Attorney

ATTORNEYS:

By: William Litvak
Dapeer Rosenblit & Litvak LLP

DAPEER ROSENBLIT LITVAK LLP
L A W Y E R S

WILLIAM LITVAK*
STEVEN H. ROSENBLIT
KENNETH B. DAPEER
JAMES C. ECKART
PATRICIA H. FITZGERALD
ERIC P. MARKUS
BRANDON A. SANCHEZ
ARIA GUILANI
JOCELYN CORBETT
GIL MIKALIAN

11500 W. OLYMPIC BLVD., SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

WRITER'S EMAIL
WLITVAK@DRLLAW.COM

*MANAGING PARTNER

March 22, 2024

Via Mail & Email:
SMcClary@malibucity.org

Steve McClary, City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861

Re: Code Enforcement and Special Counsel Services

Dear Mr. McClary,

It has been our pleasure to serve the City of Malibu since 1993. We have endeavored to provide the best representation possible and to do so at reasonable rates. These past few years the cost of providing services to our municipal clients has increased exponentially. And, while we have employed cost cutting measures, they have proven insufficient to counter the inflationary pressures on our practice. In order to maintain the quality of services we have provided we have been forced to request an increase in our hourly rates charged to the City.

Not unlike the general business community, inflation over the years has eroded profits and increased expenses for the law firms. Los Angeles has been particularly hard hit given the already high cost of living. This has been an ongoing problem and we have communicated as much to our clients while at the same time trying to maintain our rates. And we succeeded in providing the highest quality service and at the same time absorbing year over year increases in the costs of doing business.

I propose that commencing with the beginning of the 2024/2025 fiscal year we are requesting that our fee be increased to \$200 for criminal prosecutions and \$250 for all other services and, a paraprofessional rate for all matters of \$185, which will permit the use of less expensive staff to address assignments that do not require an attorney. We also request annual increase of 3% or the increase in applicable cost of living (COLA) index, whichever is lower. This will allow us to maintain the quality of our services without the need for further increase requests.

The existing rates of \$175 for criminal prosecutions and \$210 for other services have been in place for the past 10 years, since 2014, without increase or adjustment. The proposed rates while

Attachment 2

Steve McClary, City Manager
March 22, 2024
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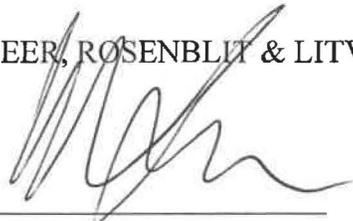
higher than existing rates are still lower than our rates for new clients and are less than the cumulative COLA index increases since 2014.

Please let me know when you are available to discuss this matter.

Very truly yours,

DAPEER, ROSENBLIT & LITVAK, LLP

By:



William Litvak

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on this 8th day of September, 2014, by and between the CITY OF MALIBU, hereinafter referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys.

The City and the Attorneys agree as follows:

RECITALS

- A. On September 15, 1998, the City entered into an Agreement with Attorneys for legal services related to enforcement of the Municipal Code (the "Agreement").
- B. On February 12, 2007, the City entered into Amendment No. 1 to Agreement with Dapeer Rosenblit & Litvak, LLP to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.
- C. The City and the Attorneys desire to continue that Agreement with this amendment.
- D. The City and the Attorneys desire to amend the Agreement to increase the hourly rate to \$175 for code enforcement services and \$210 for civil litigation.

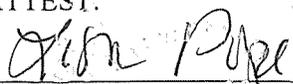
NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Paragraph II(A) – Compensation for Services, of the Agreement, is hereby amended to read as follows:
 - A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$175 per hour for all code enforcement services and \$210 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.
- 2. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on this 8th day of September 2014, at Malibu, California, and effective as of September 1, 2014.

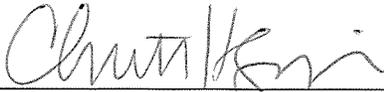
CITY OF MALIBU:


JIM THORSEN, City Manager

ATTEST:


LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

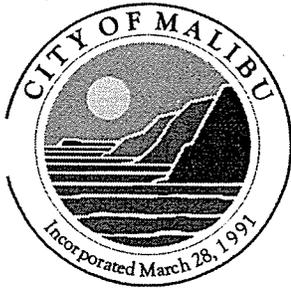


CHRISTI HOGIN, City Attorney

ATTORNEYS:



Steven H. Rosenblit, Esq.
Dapeer Rosenblit & Litvak LLP



Council Agenda Report

To: Mayor Peak and the Honorable Members of the City Council
Prepared by: Christi Hogin, City Attorney *C. Hogin by JLP*
Date prepared: August 20, 2014 Meeting date: September 8, 2014
Subject: Increase in Fees for Prosecution and Civil Litigation Services

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 2 to Agreement with Dapeer, Rosenblit & Litvak, LLP to increase the rates from \$140/hour to \$175/hour for code enforcement services, and from \$175/hour to \$210/hour civil litigation services.

FISCAL IMPACT: Assuming no unforeseen issues, staff believes that the increased rates will not effect the ability of the vendor to perform all required services within the existing budget.

DISCUSSION: Since 1998, the City has maintained a contract with Dapeer, Rosenblit & Litvak, LLP, to provide legal services to prosecute municipal code violations. Since 2007, the current hourly rate is \$140/hour. This rate has not changed, although expenses have increased since 2007. Steve Rosenblit is requesting that the rate be increased to \$175/hour for code-enforcement related services and \$210/hour for civil litigation. These proposed new rates are well within the market for lawyers within this area of specialty and of their experience.

ATTACHMENTS: 1) Amendment No. 2 to Agreement
2) Letter requesting increase
3) Existing Agreement and Amendment No. 1

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on this 8th day of September, 2014, by and between the CITY OF MALIBU, hereinafter referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys.

The City and the Attorneys agree as follows:

RECITALS

- A. On September 15, 1998, the City entered into an Agreement with Attorneys for legal services related to enforcement of the Municipal Code (the "Agreement").
- B. On February 12, 2007, the City entered into Amendment No. 1 to Agreement with Dapeer Rosenblit & Litvak, LLP to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.
- C. The City and the Attorneys desire to continue that Agreement with this amendment.
- D. The City and the Attorneys desire to amend the Agreement to increase the hourly rate to \$175 for code enforcement services and \$210 for civil litigation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Paragraph II(A) – Compensation for Services, of the Agreement, is hereby amended to read as follows:
 - A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$175 per hour for all code enforcement services and \$210 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.
- 2. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on this ____ day of _____, 2014, at Malibu, California, and effective as of September 1, 2014.

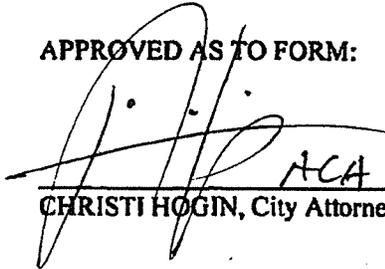
CITY OF MALIBU:

JIM THORSEN, City Manager

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:



ACA
CHRISTI HUGIN, City Attorney

ATTORNEYS:



Steven H. Rosenblit, Esq.
Dapeer Rosenblit & Litvak LLP

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES C. ECKART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
NORMA COPADO-WELLS
CAROLINE K. CASTILLO
CHARLENE J. WYNDER
GILBERT MIKALIAN
ERIC P. MARKUS
STEPHEN NIRENBERG
JESSICA BALADY

PLEASE DIRECT MAIL TO:
DRL MAIL CENTER
POST OFFICE BOX 2067
HUNTINGTON PARK, CA 90255-3099

WRITER'S EMAIL
SROSENBLIT@DRLLAW.COM

METROPOLITAN CITIES OFFICE
P.O. Box 2067
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
TELEPHONE (323) 587-5221
FACSIMILE (323) 587-4190

WEST LOS ANGELES OFFICE
11500 W. OLYMPIC BLVD., SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

July 17, 2014

Christi Hogin, City Attorney
City of Malibu
Via Email: CHogin@localgovlaw.com

Re: Request for Increase

Dear Ms. Hogin:

Our rate for code enforcement services has remained at \$140.00 an hour since March 2007. Our operating costs have substantially increased in the last seven years.

Our thirty-plus years of expertise and experience enable us to provide staff with excellent advice. We also provide the city with superb service.

Our rate for new clients is \$185.00. We are proposing a lower rate because we appreciate and greatly value our relationship with the city.

We are requesting an increase of \$35.00 an hour to \$175.00 an hour for code enforcement services, effective August 1, 2014. For administrative or civil injunctive matters, we are requesting an increase from our current rate of \$175.00 to \$210.00. We charge other clients \$225.00 an hour for such services.

Thank you for considering this request.

Sincerely,



Steven H. Rosenblit

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 15TH day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

B. Reimbursement of Expenses The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this agreement as follows:

1. Actual long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultations and witnesses Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

- IV. Files All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
- VII. Termination. The City may terminate this agreement with or without cause and without notice. Attorneys may terminate this agreement with or without cause upon 30 days written notice.
- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
23555 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
- IX. Resolution of Fee Disputes. The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City Chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

- X. Entire Agreement of the Parties. This agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.
- XI. Modifications. This agreement may not be modified or replaced except by another signed, written agreement.
- XII. Attorneys' Fees. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Executed at Malibu, California.

Dated:

CITY OF MALIBU

By Joan House
MAYOR

ATTEST:

Harry R. Rosen
CITY CLERK

Executed at San Diego, California.

Dated: September 24, 1998

DAPEER, ROSENBLIT & LITVAK, LLP

By St. H. Rosenblit
STEVEN ROSENBLIT

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 12th day of February, 2007, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblitt & Litvak, LLP, hereinafter referred to as Attorneys,

WITNESSETH:

WHEREAS, on September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement"); and

WHEREAS, the City and the Attorneys desire to continue that Agreement with this amendment; and

WHEREAS, the City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

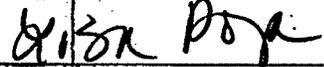
NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II A is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

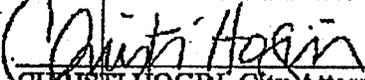
1. All other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 to Agreement is executed on this 12th day of February 2007, at Malibu, California, and effective March 1, 2007.

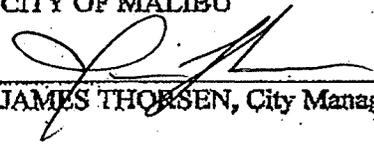
ATTEST:


LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HUGIN, City Attorney

CITY OF MALIBU


JAMES THORSEN, City Manager

ATTORNEYS


By: Steve Rosenblitt, Esq.
Dapeer Rosenblitt & Litvak, LLP

electronic documents would be acceptable. He indicated support for moving forward.

Councilmember Conley Ulich asked why the City was not studying the project and obtaining an independent review. She asked what happened in the last nine months to get Councilmember Sibert to want the independent review. Councilmember Sibert stated there was a campaign in the last month with misstatements from all sides. He stated he did not want to make a decision based on hearsay, but rather on scientific facts. Councilmember Conley Ulich stated the first element of science was observation. She stated wildlife could be observed at the Lagoon. She stated Councilmember Sibert was on the Santa Monica Bay Restoration Commission that supported the Lagoon project. She questioned transparency and funding of the project. She stated the project needed to be stopped. She stated she would support the independent study, but not by NOAA because they were on the Santa Monica Bay Restoration Commission. She stated the review needed to be completed in 30 to 45 days and back before Council by March 12, 2012.

Mayor Pro Tem La Monte stated he did not have enough scientific information to make a decision.

Councilmember Wagner indicated support for an independent review with a quick turnaround.

Mayor Rosenthal stated the consultant had not been determined. She stated she wanted the scientific information prior to making a decision on the project. She stated she wanted an outside consultant to provide a scientific opinion. She encouraged both sides to provide names for an outside consultant. She stated information was necessary for informed decisions.

MOTION Councilmember Sibert moved and Councilmember Wagner seconded a motion to: 1) authorize the City Manager to seek independent review of the Malibu Lagoon Restoration Project; and 2) allocate up to \$25,000 from the General Fund Undesignated Reserve to Account Number 100-7003-5100 for costs related to the review.

Councilmember Conley Ulich suggested all information submitted be posted on the City's website.

The question was called and the motion carried unanimously.

ITEM 3.B.9. Consideration of Proposals for Prosecution Services

Staff recommendation: 1) Continue the practice of the City Attorney and City Manager assigning prosecution matters based on consideration of expertise, availability, cost and any relevant case-specific factors; and 2) authorize the City

Manager to execute Amendment No. 1 to Agreement with Dapeer Rosenblitt & Litvak, LLP to reflect increased hourly rates to \$175.

Charles Green, Green, deBortnowsky & Quintanella, LLP, explained the location of his offices and discussed his firm's qualifications.

Ryan Embree stated the Council had directed staff to put together a matrix outlining what other cities paid for similar legal services and to send out an RFP. He stated there had been a 14-year exclusive agreement with Dapeer, Rosenblitt & Litvak. He stated the competitive proposal from Green, deBortnowsky & Quintanella, LLP was at a lower rate. He expressed concern about the bonuses included for settlements.

Councilmember Conley Ulich indicted support for Green, deBortnowsky & Quintanella, LLP.

City Attorney Hogin explained efforts to obtain compliance of code enforcement uses. She stated staff was not recommending the Council pick amongst the firms. She explained the amendment to the Dapeer agreement. She stated staff was not asking to enter into an exclusive agreement.

In response to Councilmember Conley Ulich, City Attorney Hogin explained the rates.

Councilmember Wagner stated he called Green, deBortnowsky & Quintanella, LLP because he would rather keep business within the Council of Governments (COG) cities. He suggested trying another firm to keep equity in the market.

In response to Councilmember Wagner, Assistant City Manager Feldman stated the adopted budget included \$35,000 for prosecution services.

Mayor Pro Tem La Monte stated Dapeer was currently paid \$140 per hour. City Attorney Hogin stated staff was recommending an increase to \$175.

City Attorney Hogin stated the contract amendment was not an award for all prosecution services. She stated staff intended to create a bullpen of firms.

Councilmember Conley Ulich suggested the Council not approve the amendment. City Attorney Hogin stated she felt that would be a mistake.

Councilmember Sibert stated he was not a fan of paying a lot for attorneys. City Attorney Hogin stated the bottom line was not driven by the hourly rate, but rather by overall efficiency and experience. She stated the Council had provided a budget which determined how many cases could be brought to prosecution.

Councilmember Sibert suggested considering the prosecution budget at the January 25, 2012 Council meeting.

In response to Councilmember Sibert, Mr. Green stated he had previously worked for Calabasas but did not do work for the COG cities. He stated his rate was predicated on being the sole source and he would have to reconsider if bullpened.

Councilmember Sibert stated the budget should be considered.

City Attorney Hogin stated it was a good idea to use local firms and a diverse group of attorneys and a bullpen was a good idea. She recommended approving the contract amendment and use other lawyers when available.

In response to Mayor Rosenthal, City Attorney Hogin stated it was advantageous to know the Municipal Code, but it would not be detrimental to not fully know it.

MOTION

Councilmember Conley Ulich moved and Councilmember Wagner seconded a motion to: 1) continue the practice of the City Attorney and City Manager assigning prosecution matters based on consideration of expertise, availability, cost and any relevant case-specific factors; and 2) not approve Amendment No. 1 to Agreement with Dapeer Rosenblitt & Litvak, LLP to reflect increased hourly rates to \$175.

In response to Mayor Rosenthal, City Attorney Hogin stated if the motion carried, the rate would remain at \$140 and \$175.

Mayor Pro Tem La Monte asked if Mr. Green could rethink his proposal by January 25, 2012, and email the City Manager.

The question was called and the motion carried unanimously.

RECESS

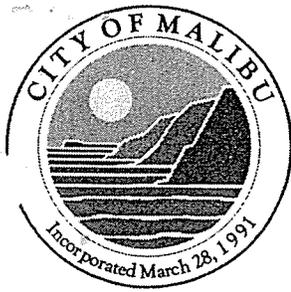
Mayor Rosenthal called a recess at 10:20 p.m. The meeting reconvened at 10:27 p.m. with all Councilmembers present.

ITEM 4

ORDINANCES AND PUBLIC HEARINGS

- A. Award of Community Development Block Grants for Fiscal Year 2012-13
Staff recommendation: 1) Conduct a public hearing; 2) Award \$10,358 in Community Development Block Grant (CDBG) funds to the Malibu Community Day Labor Exchange Program; and 3) Adopt Resolution No. 12-04 authorizing and approving the Fiscal Year 2012-13 Community Development Block Grant Program funding for the City of Malibu.

Assistant City Manager Feldman presented the staff report.



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Christi Hogin, City Attorney
Jim Thorsen, City Manager 

Date prepared: January 12, 2012 Meeting date: January 23, 2012

Subject: Consideration of Proposals for Prosecution Services

RECOMMENDED ACTION: 1) Continue the practice of the City Attorney and City Manager assigning prosecution matters based on consideration of expertise, availability, cost and any relevant case-specific factors; and 2) authorize the City Manager to execute Amendment No. 1 to Agreement with Dapeer Rosenblitt & Litvak, LLP to reflect increased hourly rates to \$175.

FISCAL IMPACT: Cost of services is anticipated to be within the allocated budget for prosecutions within the City Attorney budget and any unanticipated expenses would be brought to the City Council's attention for budget adjustment.

DISCUSSION: Criminal prosecution is the end of the road of code enforcement efforts. The City's goal in code enforcement is to obtain code compliance. A series of efforts including notices, informational meetings, and more formal office conferences precede the decision to file a criminal prosecution. The Malibu Municipal Code assigns to the City Attorney the responsibility for representing the City and serving as City Prosecutor:

2.16.020 City attorney.

The city council shall appoint a city attorney who shall render legal advice to the city council, all city officers and departments, and city boards and commissions; serve as city prosecutor; and represent the city before all courts and administrative agencies. (Ord. 156 § 7, 1997: prior code § 2502)

The function of the City Prosecutor involves exercising independent judgment regarding whether a criminal prosecution should be filed to enforce the Municipal Code. Criminal prosecution is brought on behalf of the People of the State of California. The City Council does not direct criminal prosecutions. The City Council enacts the laws but does

not decide against whom to enforce those laws. That function is reserved to the dispassionate judgment of a lawyer evaluating whether the evidence is sufficient to prove a violation beyond a reasonable doubt. For the first six years of cityhood, criminal prosecutions were handled by the city attorney's office through the law firm Richards Watson & Gershon. After the City Attorney was brought in-house (1994 – 1999), the City Attorney delegated various cases to different law firms through contracts with the City. Since 1998, the City has maintained a contract with Dapeer, Rosenblitt & Litvak, LLP, to provide legal services to prosecute municipal code violations. Most prosecutions and code enforcement efforts have been handled by the Dapeer firm or the City Attorney's Office. Occasionally, a case has been assigned to another firm where there has been a conflict.

Dapeer Rosenblitt & Litvak, LLP's current hourly rate is \$140/hour for code-enforcement related services and \$175/hour for civil litigation. It has not changed in several years. Last Summer, the Dapeer firm asked the City for an increase in the hourly rate, which by that time had fallen below rates of comparable attorneys doing the same type of work. In response to the Dapeer firm's fee increase request, to gain information about the market, the City Council requested that the City issue a Request for Proposals ("RFP") soliciting proposals for the performance of code prosecution services. The City Manager and the City Attorney have carefully reviewed the proposals. As is often the case with professional services, it is difficult to compare firms as so much of the value of a professional is with the individuals who actually provide the services. While analyzing the proposals, special attention was paid to cost, geography and relevant experience. Six proposals were received, and they are summarized below, in alphabetical order.

Best, Best & Krieger (BB&K)

BB&K is a full service municipal law firm with offices throughout the State. The firm proposes a team of two lawyers, one with five years' legal experience (assigned to the Orange County office) and the other with two years of experience (assigned to the downtown Los Angeles office). Both have experience handling municipal code prosecution; the junior lawyer is proposed to make court appearances because she lives closer. Hourly rates are proposed at \$195/hr for lawyers and \$130/hr for paralegals. BB&K offers depth in the municipal field and extensive experience with municipal code prosecution.

Burke, Williams & Sorensen (BW&S)

BW&S is a full service municipal law firm with offices throughout the State. The firm proposes a team of three lawyers and two paralegals to serve the City. The principal team member has practiced law for roughly 16 years, has extensive prosecution experience and offices in the firm's Orange County office. The other team members are

also fairly senior lawyers and appear to office in the firm's downtown Los Angeles office. Hourly rates are proposed at \$200/hr. for pre-litigation and \$225/hr. for litigation, and \$135 for paralegals. BB&K also offers depth in the municipal field and extensive experience with municipal code prosecution.

Dapeer, Rosenblitt & Litvak, LLP (DP&L)

DP&L has a longstanding specialty in municipal code prosecution and extensive array of city clients for whom it performs this service. The firm's lawyers operate out of offices in West Los Angeles and Huntington Park; the firm provides prosecution services to over 27 cities. DP&L proposes an hourly rate of \$175/hr. for prosecution services, and \$225 for other services. The firm's lawyers have extensive experience in all aspects of code enforcement. DP&L also offers the significant advantage of many years of successful work on behalf of the City.

Dimalanta Clark, LLP (DC)

DC is a litigation boutique with experience representing public agencies in a variety of types of litigation. The firm has four offices in California, the closest to Malibu is in Santa Ana. The proposal includes the resumes of four lawyers, but does not indicate which are being proposed to perform the services. DC proposes hourly rates of \$155/hr. for partners, \$145/hr. for associates, and \$85/hr. for paralegals. The firm has no discernable municipal code prosecution practice.

Green, deBortnowsky & Quintanella, LLP (GD&Q)

GD&Q is a boutique municipal law firm with offices in Calabasas and Cathedral City. The firm principally practices in the Inland Empire. The lawyers with the most extensive prosecutorial experience office in the Cathedral City office. It is not clear from the proposal which lawyers would be assigned to the City. GD&Q proposes hourly rates of \$130 for senior attorneys, \$120 for junior attorneys and \$90 for paralegals.

Jones & Mayer (J&M)

J&M is a full service municipal law firm based in Fullerton. The firm has extensive experience providing prosecution services to roughly fifteen cities. J&M proposes the hourly rate of \$165 for its services.

The following factors would be relevant considerations in evaluating the proposers:

Experience: Five of the firms demonstrate extensive experience and knowledge of code prosecution. Dimalanta Clark has no discernable experience. A key consideration is the experience of the specific individuals assigned to the City – BB&K's team has the least

years' experience practicing law but appear to have handled many cases; BW&S, J&M and DP&L propose teams with extensive experience. GD&Q does not propose a specific team, but the firm has lawyers with sufficient experience to perform the services.

Proximity: The lawyers from DP&L are most conveniently located to the City. The senior member of the teams from BB&K and BW&S office in Orange County, as do the lawyers from J&M and DC. GD&Q's practice is centered in the Inland Empire; it is unclear if any of the lawyers with prosecution experience operate from the Calabasas office.

Price: Hourly rates for the proposed lawyers range from a low of \$130 to a high of \$225 for criminal litigation services.

With these evaluations in mind, the City Manager and the City Attorney believe that they can continue to work together to assure that the City receive excellent services at competitive rates and within the allocated budget, For that reason, they recommend that the City Council approve DR&L rate increase, which is long over-due and justified by the information contained I the proposals responding to the RFP and recommend that the City continue to assign cases to qualified firms based on the needs of individual cases, which has worked successfully until now. The firms that submitted proposals will be kept on file for assignment as appropriate.

The proposals are available in the City Clerk's Office.

ATTACHMENTS: Dapeer Amendment No. 1 to Agreement

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 23rd day of January, 2012, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys.

The City and the Contractor agree as follows:

RECITALS

- A. On September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement").
- B. The City and the Attorneys desire to continue that Agreement with this amendment.
- C. The City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

B. All other terms and conditions of the Agreement remain in full force and effect.

This Agreement is executed on this ____ day of _____, 2012, at Malibu, California, and effective as of January 23, 2012.

CITY OF MALIBU

JIM THORSEN, City Manager

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

Christi Hogin (tw)

CHRISTI HOGIN, City Attorney

CONTRACTOR

By: Steve Rosenblitt, Esq.
Dapeer Rosenblitt & Litvak, LLP

Desiree Jimenez

From: Lisa Pope
Sent: Tuesday, August 02, 2011 8:21 AM
To: Patricia Salazar
Cc: Desiree Jimenez
Subject: RE: Amendment No. 2 to Dapeer agreement

Ah ha. Thanks.

Lisa Pope, MMC
City Clerk, City of Malibu

City Hall Has Moved!
23825 Stuart Ranch Road
Malibu, CA 90265
310-456-2489, ext. 228
fax 310-456-2760
lpope@malibucity.org

From: Patricia Salazar
Sent: Tuesday, August 02, 2011 8:21 AM
To: Lisa Pope
Cc: Desiree Jimenez
Subject: RE: Amendment No. 2 to Dapeer agreement

On May 24, 2010, the Council approved the following motion:

Councilmember Conley Ulich moved and Councilmember Rosenthal seconded a motion to direct staff to bring back an RFP for legal Prosecution Services.

They did not approve Amendment No. 2 the agreement which was to increase Dapeer's fees.

From: Lisa Pope
Sent: Tuesday, August 02, 2011 8:17 AM
To: Patricia Salazar
Cc: Desiree Jimenez
Subject: Amendment No. 2 to Dapeer agreement

Do you have a fully executed copy of Amendment No. 2? We only have the staff report in our file.

Lisa Pope, MMC
City Clerk, City of Malibu

City Hall Has Moved!
23825 Stuart Ranch Road
Malibu, CA 90265
310-456-2489, ext. 228
fax 310-456-2760
lpope@malibucity.org

4. Vacation of a Portion of Rambla Pacifico Road – Initiation of Proceedings
Staff recommendation: Adopt Resolution No. 10-23 initiating proceedings to vacate a portion of Rambla Pacifico Road and setting the date, time and place for a required Public Hearing as June 28, 2010 at 6:30 p.m., in the Council Chambers at 23815 Stuart Ranch Road.
5. Memorandum of Agreement between the City of Los Angeles and City of Malibu for Santa Monica Bay Dry and Wet Weather Bacteria Total Maximum Daily Loads (TMDL) Shoreline Water Quality Monitoring
Staff recommendation: Authorize the City Manager to execute a Memorandum of Agreement (MOA) with the City of Los Angeles to conduct shoreline water quality monitoring as part of the coordinated monitoring plan approved by the Regional Water Quality Control Board (RWQCB) for the Santa Monica Bay Beaches Bacteria TMDL.
6. Broad Beach Road Underground Utilities Assessment District No. 2010-1 Agreements
Staff recommendation: Authorize the City Manager to negotiate and execute agreements with Southern California Edison, Charter Communications and Verizon to pay and provide for the undergrounding of utilities along Broad Beach Road.
7. Professional Services Agreement with ArborPro, Inc. for Professional Tree Maintenance and Assessment Services
Staff recommendation: Authorize the City Manager to negotiate and execute a professional services agreement with ArborPro, Inc. in an amount not to exceed \$40,000 for professional tree maintenance and assessment services for the City's Citywide Tree Maintenance Program.

ITEM 3.B.8. Prosecution Services

Staff recommendation: Authorize the City Manager to execute Amendment No. 2 to Agreement with Dapeer, Rosenblit & Litvak, LLP, to increase the rates for prosecution services.

Ryan Embree suggested a request for proposals (RFP) be issued for prosecution services. He discussed the terms of the proposed agreement.

Councilmember Conley Ulich stated she concurred with Mr. Embree and felt that staff needed to issue an RFP. She discussed fees proposed by the legal firm. She stated the current attorney was located in Huntington Park and wished to see Malibu citizens submit proposals.

MOTION Councilmember Conley Ulich moved and Councilmember Rosenthal seconded a motion to direct staff to bring back an RFP for legal Prosecution Services.

City Manager Thorsen discussed rates and how often prosecution services were rendered from staff. He stated they were the premiere code enforcement law firm.

Ken Dapeer, Dapeer, Rosenblit and Litvak, discussed the fees proposed in the staff report. He stated his company's rates were very competitive.

In response to Councilmember Rosenthal, Councilmember Conley Ulich stated an RFP should be issued due to the proposed 20 percent increase.

Mr. Dapeer discussed his company and its handlings of the City of Malibu's code enforcement cases.

In response to Councilmember Rosenthal, Community Development Director Peterson discussed the fiscal impact of processing an RFP.

In response to Mayor Wagner, Mr. Dapeer stated most other cities were being charged similar fees.

Councilmember La Monte discussed legal fees and current market prices.

Councilmember Rosenthal indicated her support of the motion.

The motion carried 4-0, Mayor Pro Tem Sibert absent.

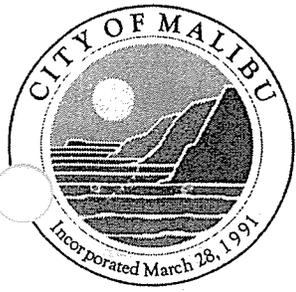
ITEM 3.B.9. Professional Services Agreement with Vanir Construction Management, Inc. for Construction Management Services for Malibu Library Renovation Project

Staff recommendation: Authorize the City Manager to negotiate and execute a professional services agreement with Vanir Construction Management, Inc. in an amount not to exceed \$480,895 for construction management services for construction of the Malibu Library Renovation Project.

Councilmember Conley Ulich discussed artistic elements in the library.

City Manager Thorsen stated the architect could handle art separately.

Councilmember Rosenthal left the meeting at 8:13 p.m.



Council Agenda Report

To: Mayor Wagner and the Honorable Members of the City Council

Prepared by: Patricia Salazar, Senior Administrative Analyst *PS*

Reviewed by: Vic Peterson, Community Development Director

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: May 5, 2010 Meeting date: May 24, 2010

Subject: Prosecution Services

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 2 to Agreement with ~~Dapper~~, Rosenblit & Litvak, LLP (Attachment 1) to increase the rates for prosecution services. *Dapeer*

FISCAL IMPACT: Assuming no unforeseen issues, the increased rates will not affect the ability of Deapeer, Rosenblit & Litvak, LLP ("consultant") to perform all required services within the existing budget.

DISCUSSION: Since 1998, the City has maintained a contract with the consultant, to provide legal services to prosecute municipal code violations (Attachment 2). In 2007, the consultant requested a rate increase and the City Council approved Amendment No. 1 to Agreement. Most recently, on April 16, 2010, the consultant submitted a letter to the City requesting an increase in compensation (Attachment 3). The consultant is requesting the following changes to the agreement.

- General Code Enforcement / Criminal Services \$140 to \$175 per hour: This base rate covers the majority of services currently provided. This includes reviewing cases, preparing compliance letters, obtaining warrants, handling office conferences, and utilization of the criminal remedy.
- New Administrative Proceedings and Code Drafting Services \$225 per hour: This rate would cover matters where the firm would represent staff at an administrative proceeding, such as a conditional permit revocation public hearing. These hearings are often high profile and utilize partner level attorneys.

- Civil Litigation Services \$175 to \$225 per hour: This service would be billed at the rate of \$275, but the City would pay a maximum of the discounted institutional rate of \$225 per hour. The difference in fee rate would only be applied if recovered from an opposing third party with the City first being fully reimbursed for fees already paid to the firm.

These proposed changes are well within the market for lawyers within this area of specialty and their experience. Staff recommends that the Council approve the amendment.

ATTACHMENTS:

1. Proposed Amendment No. 2 to Agreement
2. Agreement and Amendment No. 1 to Agreement
3. Letter Requesting Increase

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered into on this 24th day of May, 2010, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys.

RECITALS

A. On September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code (“the Agreement”); and

B. On February 12, 2007, pursuant to the Attorney’s request, the City amended said Agreement to increase the hourly rates for code enforcement services (\$140) and for civil litigation (\$175).

C. The City and Attorneys desire to amend the Agreement to increase the hourly rate for code enforcement services (\$175), for civil litigation (\$225), and to add a new hourly rate for administrative proceedings and code drafting (\$225).

D. The City and the Attorneys desire to continue that Agreement with this amendment.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II(A) is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$175 per hour for code enforcement services, \$225 per hour for administrative proceedings and code drafting, and \$225 per hour for civil litigation services. Civil litigation services shall be billed at the rate of \$275 but the City would pay a maximum of the discounted institutional rate of \$225. The difference in fee rate shall only be applied if recovered from an opposing third party with the City first being fully reimbursed for fees already paid to the firm. “Code enforcement services” shall include preparation of compliance letter, obtaining warrants, all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. “Administrative Proceedings and Code Drafting services” shall include matters where the firm would represent City staff at an administrative proceeding, in which a partner level attorney would be utilized. “Civil litigation services” shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

1. All other terms and conditions of the Agreement remain in full force and effect.

MAY-06-2010 11:56 From: DAPEER, ROSENBLIT & LIT 3235974190

To: 13104567650

Page: 3/3

Amendment No. 2 to Agreement

Page 2 of 2

This Amendment No. 2 to Agreement is executed on this 24th day of May, 2010, at Malibu, California, and effective June 1, 2010.

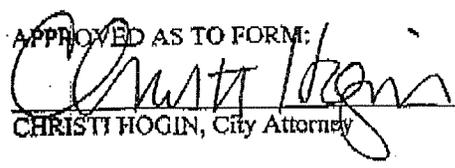
CITY OF MALIBU

JIM THORSEN, City Manager

ATTEST:

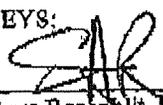
LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HUGIN, City Attorney

ATTORNEYS:



By: Steve Rosenblit, Esq
Dapeer Rosenblit & Litvak, LLP

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 15TH day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

B. Reimbursement of Expenses. The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this agreement as follows:

1. Actual long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultations and witnesses. Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

- IV. Files All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
- VII. Termination. The City may terminate this agreement with or without cause and without notice. Attorneys may terminate this agreement with or without cause upon 30 days written notice.
- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
2355 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
- IX. Resolution of Fee Disputes. The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City Chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

- X. Entire Agreement of the Parties. This agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.
- XI. Modifications. This agreement may not be modified or replaced except by another signed, written agreement.
- XII. Attorneys' Fees. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Executed at Malibu, California.

Dated:

CITY OF MALIBU

By Joan House
MAYOR

ATTEST:

Henry R. Rosen
CITY CLERK

Executed at Sanatoga, California.

Dated: September 24, 1998

DAPEER, ROSENBLIT & LITVAK, LLP

By St. H. Rosenblit
STEVEN ROSENBLIT

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 12th day of February, 2007, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys,

WITNESSETH:

WHEREAS, on September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement"); and

WHEREAS, the City and the Attorneys desire to continue that Agreement with this amendment; and

WHEREAS, the City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

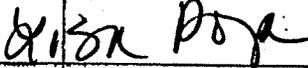
NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II A is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

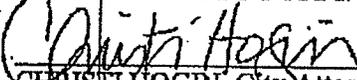
- 1. All other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 to Agreement is executed on this 12th day of February 2007, at Malibu, California, and effective March 1, 2007.

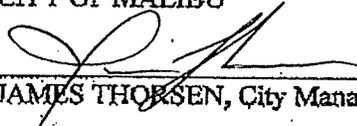
ATTEST:


LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HUGIN, City Attorney

CITY OF MALIBU


JAMES THORSEN, City Manager

ATTORNEYS


By: Steve Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES ECKART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
NORMA COPADO WELLS
CAROLINE K. CASTILLO
JOCELYN CORBETT
MEHRNOOSH ZAHIRI
CHARLENE J. WYNDER
OLIVIA J. PALMIERI

PLEASE DIRECT MAIL TO:
DRL MAIL CENTER
POST OFFICE BOX 2067
HUNTINGTON PARK, CA 90255-3099

METROPOLITAN CITIES OFFICE:
2770 E. SLAUSON AVENUE
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LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

SAN DIEGO OFFICE:
12555 HIGH BLUFF DR., SUITE 215
SAN DIEGO CA 92130-2056
TELEPHONE (619) 259-1199
FACSIMILE (619) 259-0099

April 16, 2010

City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265

Attn: Jim Thorsen, City Manager

Re: Request for Compensation Increase

Dear Mr. Thorsen:

It was a pleasure speaking with you on March 31, 2010, concerning our request for an increase in compensation.

Our firm has prided itself on providing the highest quality legal services to our clients in the most economical manner possible. To that end, we have sought to keep our rates extremely competitive. Due to circumstances beyond our control we find that the rates we have charged for our services are no longer sufficient to meet our overhead expenses.

During the past few years we have seen our costs for staffing, both professional and administrative, including ancillary expenses such as health insurance, increase exponentially. When added to increased costs for supervision and training, we find that our ability to maintain the level of service you have come to expect requires us to increase our hourly rates.

We have undertaken substantial cost reduction efforts to minimize the impact on our clients. However, we find ourselves unable to further reduce costs without impacting the services provided.

City of Malibu
Attn: Jim Thorsen, City Manager
April 16, 2010
Page Two

Our rate structure was last modified in March, 2007 – three years ago.

We propose to increase our hourly rates as follows (which still represents a discounted rate as a result of our existing relationship with the City), with the hope that such increase will take effect by June 1, 2010:

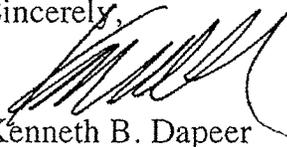
- General code enforcement / criminal services: \$175.00 per hour;
- Administrative proceedings and code drafting: \$225.00 per hour;
- Civil litigation services and appeals would be billed at the rate of \$275.00, but the city would pay a maximum of the discounted institutional rate of \$225.00. The difference in fee rate would only be applied if recovered from an opposing third party with the City first being fully reimbursed for fees already paid to our firm.

The higher rate for non-criminal work reflects the higher level of support services required to administer those matters and the increased supervision and training required to maintain the quality of the services provided to you at highest level.

We hope that you understand that we would have preferred not to undertake this increase at this time. However, current events make it impossible to avoid doing so. We appreciate your cooperation and hope that you can agree to our proposal.

We appreciate the support that you and the City have always shown us, and we ask that you assist with the process to approve the contract adjustment. If you require any additional information, or if you would like to discuss this matter in greater detail, please do not hesitate to contact me.

Sincerely,



Kenneth B. Dapeer
Dapeer, Rosenblit & Litvak, LLP

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES ECKART
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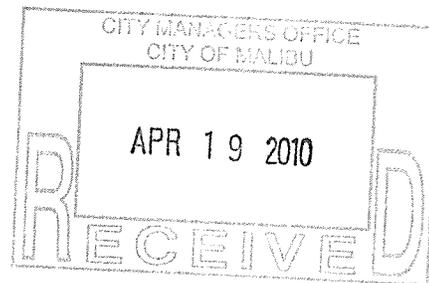
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April 16, 2010

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cc: CM; CA; AS; ring to agmt file

City of Malibu
Attn: Jim Thorsen, City Manager
April 16, 2010
Page Two

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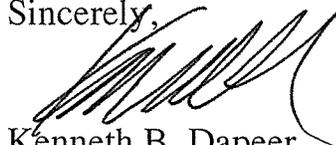
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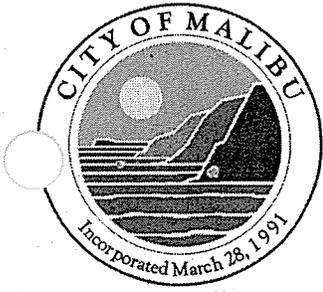
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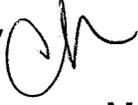
Sincerely,



Kenneth B. Dapeer
Dapeer, Rosenblit & Litvak, LLP



Council Agenda Report

To: Mayor Stern and the Honorable Members of the City Council
From: Christi Hogin, City Attorney 
Date prepared: June 17, 2009 Meeting date: June 22, 2009
Subject: Sheriff's Lawsuit

RECOMMENDED ACTION: Approve retainer Agreement with Dapeer Rosenblit and Litvak for legal services in connection with Malibu's participation in a lawsuit by all Contract Cities against the County over the use of the Liability Trust Fund under Law Enforcement agreements with the Sheriff, subject to the City Attorneys' final approval of the retainer agreement and conditioned on prior submittal by the firm to the City Attorney of a detailed and acceptable litigation budget.

DISCUSSION: Malibu is among 67 cities that are members of the Contract Cities Association. The primary purpose of the Association is to organize cities that contract for certain municipal services, primarily fire and police services. Each contract city has its own contract with the County for such services, but the Contract Cities Association helps negotiate certain issues and otherwise manages the success of this particular form of government. Recently, the Sheriff's contract has become the subject of a dispute between the contract cities and the County.

An advantage of any independent contract is that the contractor generally assumes the liability for its performance under the contract, including its employees, over whom the City does not have any hire/fire/supervision authority. In the case of the Sheriff's Contract, years ago (after a different dispute) the contract cities set up a Liability Trust Fund in order to pool resources for liability that may attach to a contract city. In this way, the contract cities function like a joint powers authority. The Liability Trust Fund had some administration rules and oversight committees, but the cash itself was entrusted to the County of Los Angeles. The fund has grown to a very tempting \$52 million.

The current dispute arises from the County's use of Liability Trust Fund monies to pay a settlement with a victim of criminal behavior by a Sheriff's deputy assigned to a contract city. The County used the money without the proper approval and to pay a claim that was not properly a liability borne by contract cities. Moreover, the County seems to

assert it has authority to make future unilateral withdrawals from the Fund to pay these types of claims.

The City along with the other contract cities executed a tolling agreement through August 31, 2009, in the hope that we could reach resolution with the County. We are still hopeful that can and will happen. However, should we be unable to reach agreement, the contract cities will need to bring a lawsuit to recover its money and establish its rights relative to the use of the remaining funds.

Contract Cities association has retained Bill Litvak for this lawsuit. The attached retainer agreement is presented tonight for City Council approval. The agreement is with Dapeer Rosenblit and Litvak for legal services in connection with Malibu's participation in a lawsuit by all Contract Cities against the County over the use of the Liability Trust Fund under Law Enforcement agreements with the Sheriff. There are minor issues regarding the terms of this retainer that need to be worked out so I am requesting that the City Council's approval be subject to the City Attorneys' final approval of the retainer agreement and conditioned on prior submittal by the firm to the City Attorney of a detailed and acceptable litigation budget.

The cost of the litigation will be shared by all contract cities and each city will contribute in proportionate share to the size of its Sheriff's contract in relation to the total combined amount all of contract cities' law enforcement contracts with the Sheriff.

Note that in a separate item the City Council is asked to extend the existing contract to August 31, 2009.

ATTACHMENT: Retainer Agreement

Dapeer, Rosenblit & Litvak, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES C. ECKART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
PAUL D. FIX
NORMA COPADO-WELLS
KENNETH A. OHASHI
CAROLINE K. CASTILLO
JOCELYN CORBETT
SEAN M. CRONIN
JACQUELINE M. DANCE
MARIA S. CHUNG
KEISHUNNA RANDALL
IBIERE SECK
MEHRNOOSH ZAHIRI
PAULA CLAMURRO

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FACSIMILE (310) 477-7090

June 22, 2009

Jim Thorsen, City Manager
Christi Hogin, City Attorney
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265

Re: California Contract Cities Assoc. vs. County of Los Angeles

Dear Mr. Thorsen and Ms. Hogin

This office has previously been retained by the California Contract Cities Association (the "CCCA") with regard to the disputes arising from the withdrawal of funds by County of Los Angeles ("County") from the Liability Trust Fund for purported reimbursement of settlements for the sexual assaults of a Sheriff's deputy. This letter will serve as authorization to represent your city in that litigation, and in all related matters, proceedings and negotiations, and sets forth the terms of our engagement.

We are in the process of preparing a litigation plan and detailed budget, which we will provide to you for your review and approval. While we will endeavor to be as complete as possible, budgets by their very nature may be subject to change as the case developments and may be affected by outside forces, such as the cooperation received from opposing counsel.

In exchange for our services, we will receive payment based upon the time expended and the expenses incurred. Our professional hourly rates for your matter will be at our *public institution* rate of \$275.00 for partners and senior associates, \$195.00 for associates; and \$65 to \$135 for staff and paralegal time. Time will be billed in 1/10th of an hour increments. In the event that you



Re: California Contract Cities Association vs. County of Los Angeles

June 22, 2009

Page 2 of 5

request that we provide services on any other matter, we reserve the right to charge our then applicable *public institution* rate. As part of our *public institution* rate program, we have not requested that you provide us with an advance fee retainer. It is also agreed the fees shall be due and payable from the Association regardless of whom will be the beneficiary of the services and regardless of whether any individual city may be named a plaintiff in any action filed.

It is our understanding that each of the participating cities shall pay to the CCCA a pro rata portion of our fees based upon a formula and in a manner agreed upon between it. The CCCA, who has already contracted to pay all of our fees in this matter, will be then entitled to use the monies received toward reimbursement for sums paid or to be paid to our firm for this matter. We will continue to look to the CCCA for payment and will not participate or be responsible for fee collection from the individual cities. Presently, that formula is based upon the ratio of the amount of a city's payment to the County for law enforcement services compared to the total paid to the County for all law enforcement services paid by CCCA members. The terms under which the cities have agreed to share these litigation expenses are recited here for reference purposes only. The cities and the CCCA may modify or agree to any other arrangement that they feel appropriate and we shall be deemed instructed to not inquire or monitor that arrangement.

In the event that there is in force an attorney's fees clause, statute or other basis upon which a claim may be asserted for attorney's fees on your behalf, we are authorized to assert such right and shall be entitled to demand and to receive attorney's fees recovered. However, you shall be given credit for any such attorney's fees actually paid by such third party. In the event the attorney's fees calculated by statute or otherwise ordered are greater than the fees actually charged to you, we shall nevertheless be entitled to all such fees awarded.

This letter relates solely to the representation of your City in the above referenced action. In the event that we are already representing your city in other matters, the retainer agreement with regard to those matters shall remain in full force and effect.

We are specifically authorized to associate any other individual or entity (such as consultant or investigators) that we feel is necessitated by the circumstances of this matter, however, to the extent that you will be charged over and above our usual charges, we agree to get prior approval.

In addition to our fees, you will pay for all costs incurred by this office, whether they are generated by our office or from a third party provider, including such



Re: California Contract Cities Association vs. County of Los Angeles

June 22, 2009

Page 3 of 5

items as photocopy expenses, fax service charges, messenger services, long distance telephone charges, administrative fees, process service charges, filing fees, court and deposition costs as may be required. For any services rendered to us by third parties, you will be charged our actual cost; as for any services provided by our staff you will be charged prevailing rates, subject to your approval. Retrieval of public records or materials shall include a \$15.00 office processing fee per search, together with any other related charges pertaining to matters handled on your behalf. We shall have the right to increase these charges from time to time to reflect increased overhead incurred to provide these services.

Unless another designation is made in writing, Sam Olivito of the CCCA will be deemed liaison between our office and each of the cities and he will be the authorized representative of your City with regard to this matter; we shall take instructions on how to proceed from him and notification to Mr. Olivito will be deemed notification to your city. We shall have no obligation to verify the instructions we have been given or to question them unless notified in writing to the contrary. We will, of course, keep you and your city attorney regularly informed as to important developments in the litigation and respond to any inquiries made.

We firmly believe in maintaining close and open communications with our clients in order to spot and avoid potential problems. Whenever you have questions about anything that may have potential legal ramifications, please call us. Because we feel so strongly about open and continual communication, we will generally not charge for brief telephone calls that involve no substantive work on our part. Obviously, to the extent we discuss your matter or give you legal advice or if substantive legal services are provided for you, you will be charged for those services, whether they are accomplished on the telephone or otherwise.

We shall have a lien on your claim(s) or cause(s) of action and any monies, property or services collected or received or to which you may be entitled for the payment of all attorney's fees and costs described in this agreement.

Given that our firm will be representing multiple parties to this matter, we are obligated to advise you with regard to potential for conflicts of interest between or among the various participating cities.

The California Rules of Professional Conduct provide the following:

A member [attorney] shall not, without the informed written consent of each client:



Re: California Contract Cities Association vs. County of Los Angeles

June 22, 2009

Page 4 of 5

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
- (2) Accept or continue representation of more than one client in a matter in which the interest of the clients actually conflict; or
- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

At this time we are not aware and do not believe that any of the party plaintiffs are in conflict with respect to the subject matter of this retainer agreement or otherwise. We further believe, at this time, that any services that we can reasonably anticipate rendering or that we might be asked to perform in the future will not result in a conflict. If you are aware of any litigation, dispute or controversy with any of the other participating cities or the CCCA, please advise us immediately. To the degree that there is a conflict or potential for such conflict, you are authorized by the Association to waive such conflict and, by executing this agreement, you are doing so.

We acknowledge that we have in force professional liability insurance in an amount not less than \$2,000,000. We also agree to indemnify and defend the City in the event of litigation arising from our engagement and caused by our sole negligence.

Please note that all communications with us, including copies of letters and documents, are only to be on a confidential basis. All communication should be marked with the phrase "PRIVILEGED ATTORNEY-CLIENT COMMUNICATION". The purpose of this is to endeavor at all times to maintain the confidentiality of the information being exchanged. Likewise, any and all discussions concerning legal matters should not be related to third parties or to staff that is not directly related with this matter or to which you are not obligated to report, as doing so may waive the attorney-client privilege. And, most importantly, no communication from our office should be placed in files accessible to the public.

I look forward to the opportunity of working with you and your staff. If this letter accurately reflects the terms of our retention, please return the enclosed copy of this letter, signed below.

Very truly yours,

DAPEER, ROSENBLIT & LITVAK LLP



**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Kenneth Ohashi, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,



Signature of Person Administering Oath



Signature of Person Taking Oath

**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

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Constitution of the State of California.*

*I, M Seon Tina Kim, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Oliver Pope

Signature of Person Administering Oath

[Signature]
Signature of Person Taking Oath

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*State of California,
County of Los Angeles, ss.
City of Malibu*

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Constitution of the State of California.*

*I, William Litvak, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

William Litvak

Signature of Person Taking Oath

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OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES***

*State of California,
County of Los Angeles, ss.
City of Malibu*

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*I, Jocelyn Corbett, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

Jocelyn Corbett

Signature of Person Taking Oath

**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

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*I, Andrew Caborn, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
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Subscribed and sworn to before me
this 28th day of February 2008,

Richard Pope

Signature of Person Administering Oath

Andrew Caborn

Signature of Person Taking Oath

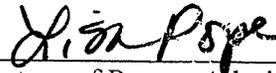
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OF ALLEGIANCE FOR
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County of Los Angeles, ss.
City of Malibu*

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*I, Steven Rosenblit, do solemnly swear or affirm that I will diligently
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Constitution of the State of California against all enemies, foreign and
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of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,



Signature of Person Administering Oath



Signature of Person Taking Oath

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OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES***

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Sean Cronin, do solemnly swear or affirm that I will diligently serve
as Prosecuting Attorney for the City of Malibu; that I will support and
defend the Constitution of the United States and the Constitution of
the State of California against all enemies, foreign and domestic; that
I will bear true faith and allegiance to the Constitution of the State of
California; that I take this obligation freely, without any mental
reservation or purpose of evasion; and that I will well and faithfully
discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

Sean Cronin

Signature of Person Taking Oath

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*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Caroline Castillo, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

Caroline Castillo

Signature of Person Taking Oath

**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Norma Copado Wells, do solemnly swear or affirm that I will
diligently serve as Prosecuting Attorney for the City of Malibu; that I
will support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Poyce

Signature of Person Administering Oath

Norma Copado Wells

Signature of Person Taking Oath

***OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES***

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Maria Chung, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

[Handwritten Signature]

Signature of Person Taking Oath

***OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES***

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, James Eckart, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008,

Lisa Pope

Signature of Person Administering Oath

[Handwritten Signature]

Signature of Person Taking Oath

**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Patricia Fitzgerald, do solemnly swear or affirm that I will
diligently serve as Prosecuting Attorney for the City of Malibu; that I
will support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 28th day of February 2008.

Lisa Pope

Signature of Person Administering Oath

Patricia Fitzgerald

Signature of Person Taking Oath

**OATH OR AFFIRMATION
OF ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

*State of California,
County of Los Angeles, ss.
City of Malibu*

*The execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Kenneth Dapeer, do solemnly swear or affirm that I will diligently
serve as Prosecuting Attorney for the City of Malibu; that I will
support and defend the Constitution of the United States and the
Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution
of the State of California; that I take this obligation freely, without
any mental reservation or purpose of evasion; and that I will well and
faithfully discharge the duties upon which I am about to enter.*

Subscribed and sworn to before me
this 22nd day of February 2008,

Kelsey Bealer

Signature of Person Administering Oath

[Handwritten Signature]

Signature of Person Taking Oath

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 12th day of February, 2007, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblitt & Litvak, LLP, hereinafter referred to as Attorneys,

WITNESSETH:

WHEREAS, on September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement"); and

WHEREAS, the City and the Attorneys desire to continue that Agreement with this amendment; and

WHEREAS, the City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II A is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

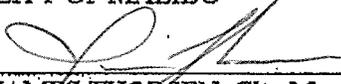
1. All other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 to Agreement is executed on this 12th day of February 2007, at Malibu, California, and effective March 1, 2007.

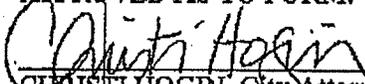
ATTEST:


LISA POPE, City Clerk
(seal)

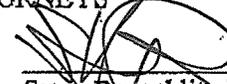
CITY OF MALIBU


JAMES THORSEN, City Manager

APPROVED AS TO FORM:


CHRISTI HUGIN, City Attorney

ATTORNEYS


By: Steve Rosenblitt, Esq.
Dapeer Rosenblitt & Litvak, LLP

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 15TH day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

B. Reimbursement of Expenses The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this agreement as follows:

1. Actual long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultations and witnesses Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

- IV. Files All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
- VII. Termination. The City may terminate this agreement with or without cause and without notice. Attorneys may terminate this agreement with or without cause upon 30 days written notice.
- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
23555 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
- IX. Resolution of Fee Disputes. The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City Chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

- X. Entire Agreement of the Parties. This agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.
- XI. Modifications. This agreement may not be modified or replaced except by another signed, written agreement.
- XII. Attorneys' Fees. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Executed at Malibu, California.

Dated:

CITY OF MALIBU

By Joan House
MAYOR

ATTEST:

Harry R. Rosen
CITY CLERK

Executed at Sanatoga, California.

Dated: September 24, 1998

DAPEER, ROSENBLIT & LITVAK, LLP

By St. H. Rosenblit
STEVEN ROSENBLIT



City of Malibu

23815 Stuart Ranch Road • Malibu, California • 90265-4861
Phone (310) 456-2489 • Fax (310) 456-3356 • www.ci.malibu.ca.us

February 22, 2008

Captain Thomas G. Martin
Los Angeles County Sheriff's Department
Malibu/Lost Hills Station
27050 Agoura Road
Agoura, CA 91301-5336

Dear Captain Martin:

The City of Malibu has contracted with the firm of Dapeer, Rosenblit & Litvak, LLP for its service as City Prosecutor since 1998. The duties include charging persons with misdemeanor violations of the Malibu Municipal Code and filing criminal complaints in the name of the People of the State of California, functioning as district attorneys in such litigation.

Please authorize the Malibu/Lost Hills Station's Detective Bureau to provide information requested by Dapeer, Rosenblit & Litvak, LLP that is required to conduct these duties on behalf of the City of Malibu. These requests include, but are not limited to, DMV reports and vehicle registration records.

We appreciate your cooperation in this matter. If you have any questions, please feel free to contact me at (310) 456-2489 ext. 226 or jthorsen@ci.malibu.ca.us.

Sincerely,

Jim Thorsen
City Manager

cc: Lt. Steven R. Smith, Detective Bureau Commander, Malibu/Lost Hills Sheriff's Station
Steven Rosenblit, City Prosecutor, Dapeer, Rosenblit & Litvak, LLP



Mary Linden

From: Jim Thorsen
Sent: Friday, February 22, 2008 9:22 AM
To: Mary Linden
Subject: FW: DMV and Vehicle Registration Records

Importance: High

Please prepare a letter to send to lost hills sheriff

Thanks.

Jim Thorsen
City Manager
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265-4861
Phone: 310-456-2489 x-226
Fax: 310-456-2760
Email: jthorsen@ci.malibu.ca.us

From: Smith, Steven R. [<mailto:SRSmith@lasd.org>]
Sent: Thursday, February 21, 2008 3:06 PM
To: srosenblit@drllaw.com
Cc: Martin, Thomas G.; Ramirez, Greg; Coroalles, Tony; Taylor, Ray; Royal, James; Jim Thorsen
Subject: RE: DMV and Vehicle Registration Records
Importance: High

Steve,

Here is the procedure that I would like you to follow in order to receive your requested information in a timely manner:

Please request each city manager to provide a letter (on their city's letterhead) to us (Captain Thomas G. Martin, Malibu/Lost Hills Station, att. Lieutenant Steven R. Smith, Detective Bureau Commander) with the following specifics:

1. Identify that your law firm is on contract as their city attorney (start and end date of agreement if applicable).
2. That your law firm's duties require charging persons with administrative/infractions/misdemeanor violations of the city's municipal codes.
3. And request that Malibu/Lost Hills Station's Detective Bureau provide requested information that is required to process your responsibilities.

Once we receive this letter, Sergeant Royal (818-878-5531) of the Detective Bureau will become your contact and facilitate your requests. I would suggest you make the formal request via his e-mail (JRoyal@lasd.org). The request must contain the needed identification information on the involved party and the code that you are addressing.

Steve

Lieutenant Steve Smith
Detective Bureau
Malibu/Lost Hills Station
Office (818) 878-5515
Fax (323) 415-7850

From: srosenblit@drllaw.com [<mailto:srosenblit@drllaw.com>]
Sent: Monday, February 18, 2008 9:33 AM
To: Smith, Steven R.
Subject: DMV and Vehicle Registration Records

Lt. Steven Smith, Liason - Agoura Hills

Good morning.

Our office represents Agoura Hills, Calabasas, Malibu and Westlake Village as city prosecutors. Our duties include charging persons with misdemeanor violations of the cities' municipal codes. Our criminal complaints are filed in the name of the People of the State of California and we function as district attorneys in such litigation.

For years, we have followed a protocol of faxing written requests for DMV reports and vehicle registration records to your station in connection with pending criminal investigations. These requests were not frequent because the cities do not have many cases and it is rare that violators have to be prosecuted. In the past, Kara Dowling would fax the DMV reports back to our Huntington Park Office. A sample of your department's fax transmittal form for a prior inquiry is attached hereto. We now have two offices and so information may be requested from either location.

It is my understanding that the person who now performs this service for the Detective Bureau has declined to do so in an Agoura Hills matter. Without the reports, the investigations are hindered. We also could not provide the court with necessary warrant information for the clerk's office to accept our misdemeanor case filings.

Is it possible to continue to receive DMV and vehicle registration reports? Would you prefer that requests be submitted via email? To whom should the requests be directed?

Thank you for your assistance.

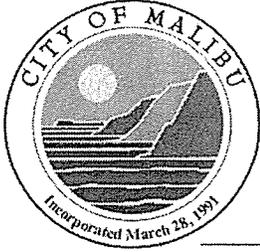
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Steven Rosenblit
City Prosecutor

Dapeer, Rosenblit & Litvak, LLP
11500 W. Olympic Blvd.
Suite 550
Los Angeles, CA 90064

Office: (310) 477-5575
Fax: (310) 477-7090
srosenblit@drllaw.com

NOTICE: This message is intended only for the addressee and may contain information that is privileged, confidential and/or attorney work product. If you are not the intended recipient, do not read, copy, retain or disseminate this message or any attachment. If you have received this message in error, please call the sender immediately at 310-477-5575 and delete all copies of the message and any attachment. Neither the transmission of this message or any attachment, nor any error in transmission or misdelivery shall constitute waiver of any applicable legal privilege.



City of Malibu

23815 Stuart Ranch Road • Malibu, California • 90265-4804
(310) 456-2489 • fax (310) 456-2760

February 28, 2007

Steven Rosenblit
Dapeer, Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, CA 90255-3099

Dear Mr. Rosenblit:

Enclosed is a fully executed original of Amendment No. 1 to Agreement between the City of Malibu and Dapeer, Rosenblit & Litvak, LLP for prosecution services for your files.

Please contact me if you have any questions.

Respectfully,

Jessica Duban
Deputy City Clerk

Enclosure

cc: City Manager Thorsen
City Attorney Hogin
Administrative Services Director Feldman
Dapeer, Rosenblit & Litvak, LLP Agreement File



AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 12th day of February, 2007, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblitt & Litvak, LLP, hereinafter referred to as Attorneys.

WITNESSETH:

WHEREAS, on September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement"); and

WHEREAS, the City and the Attorneys desire to continue that Agreement with this amendment; and

WHEREAS, the City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II A is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

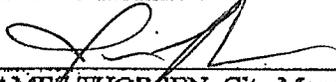
1. All other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 to Agreement is executed on this 12th day of February 2007, at Malibu, California, and effective March 1, 2007.

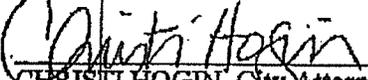
ATTEST:


LISA POPE, City Clerk
(seal)

CITY OF MALIBU


JAMES THORSEN, City Manager

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney

ATTORNEYS


By: Steve Rosenblitt, Esq.
Dapeer Rosenblitt & Litvak, LLP



City Council Meeting
02-12-07
Item
3.B.3.

Council Agenda Report

To: Mayor Kearsley and the Honorable Members of the City Council

Prepared by: Christi Hogin, City Attorney *C. Hogin by JLP*

Approved by: Jim Thorsen, City Manager *[Signature]*

Date prepared: January 24, 2007 Meeting date: February 12, 2007

Subject: Increase in Fees for Prosecution Services

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 1 to Agreement to increase the rates for Dapeer, Rosenblit & Litvak, LLP.

FISCAL IMPACT: Assuming no unforeseen issues, staff believes that the increased rates will not affect the ability of the vendor to perform all required services within the existing budget.

DISCUSSION: Since 1998, the City has maintained a contract with Dapeer, Rosenblitt & Litvak, LLP, to provide legal services to prosecute municipal code violations. The current hourly rate is \$110/hour. This rate has not changed, although obviously expenses have increased dramatically since 1998. Steve Rosenblitt is requesting that the rate be increased to \$140/hour for code-enforcement related services and \$175/hour for civil litigation. These proposed new rates are well within the market for lawyers within this area of specialty and of their experience.

ATTACHMENTS: Letter requesting increase
Current Agreement
Proposed amendment

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES C. ECKART
LISA A. VIDRA
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
PAUL D. FIX
ALMA M. HERNANDEZ
NORMA COPADO
KENNETH A. OHASHI
EILEEN D. AGAJANIAN
CAROLINE K. CASTILLO
CHRISTINA RYMSZA
JOCELYN CORBETT
H. MICHAEL SONG

PLEASE DIRECT MAIL TO:
METROPOLITAN CITIES OFFICE

METROPOLITAN CITIES OFFICE:
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
TELEPHONE (323) 587-5221
FACSIMILE (323) 587-4190

WEST LOS ANGELES OFFICE:
11500 W. OLYMPIC BLVD., SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090

December 18, 2006

Christi Hogin, Malibu City Attorney
Jenkins & Hogin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California 90266

[Copy Via Email: CHogin@LocalGovLaw.com]

Re: Request for Compensation Increase / City of Malibu

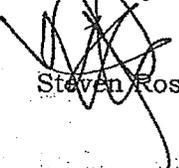
Dear Ms. Hogin:

Our firm respectfully requests an increase to \$140.00 an hour for code enforcement-related services. When such matters are addressed by exercising the city's civil/injunctive or administrative remedies, we propose providing attorney services at the rate of \$175.00 an hour.

Our costs have dramatically risen during the period we have provided services at our current rate. Consideration of this request for an increase as soon as possible would be greatly appreciated.

Thank you for the privilege of serving the city of Malibu. Please extend our gratitude to the City Council as well.

Sincerely,


Steven Rosenblit

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 15TH day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

- I. Services. Attorneys agree to perform the following services for the City:
- A. Complete the following tasks:
 - 1. Prosecute municipal code violations under the supervision of the City Attorney.
 - 2. Provide other legal and consultative services as requested by the City Attorney.
 - B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.
- II. Payment/Budget.
- A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.
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 - 4. Computerized legal research at the actual amount charged to Attorneys
 - 5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process
- To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.
- C. Expert consultations and witnesses Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

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- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
- VII. Termination. The City may terminate this agreement with or without cause and without notice. Attorneys may terminate this agreement with or without cause upon 30 days written notice.
- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
23555 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
- IX. Resolution of Fee Disputes. The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City Chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

- X. Entire Agreement of the Parties. This agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.
- XI. Modifications. This agreement may not be modified or replaced except by another signed, written agreement.
- XII. Attorneys' Fees. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Executed at Malibu, California.

Dated:

CITY OF MALIBU

By Joan House
MAYOR

ATTEST:

Henry R. Rosen
CITY CLERK

Executed at Saratoga, California.

Dated: September 24, 1998

DAPEER, ROSENBLIT & LITVAK, LLP

By St. H. Rosenblit
STEVEN ROSENBLIT

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into on this 12th day of February, 2007, by and between the CITY OF MALIBU, herein after referred to as City, and Dapeer Rosenblit & Litvak, LLP, hereinafter referred to as Attorneys.

WITNESSETH:

WHEREAS, on September 15, 1998, the City entered into an Agreement with Contractor for legal services related to enforcement of the Municipal Code ("the Agreement"); and

WHEREAS, the City and the Attorneys desire to continue that Agreement with this amendment;
and

WHEREAS, the City and Attorneys desire to amend the Agreement to increase the hourly rate to \$140 for code enforcement services and \$175 for civil litigation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants contained in the Agreement and all amendments thereto, the parties hereto agree that Paragraph II A is amended to read as follows:

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$140 per hour for all code enforcement services and \$175 for civil litigation services. "Code enforcement services" shall include all office conferences, preparation of documents and court appearances relating to any actual or potential criminal prosecution. "Civil litigation services" shall include only those matters expressly approved in writing in advance by the City Attorney. Attorneys may bill the City in maximum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement. Notwithstanding this paragraph, Attorneys shall not charge the City for preparation of the report required by Paragraph I(B) of this Agreement.

- 1. All other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 to Agreement is executed on this 12th day of February 2007, at Malibu, California, and effective March 1, 2007.

CITY OF MALIBU

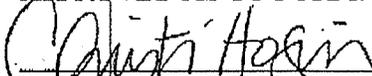
ATTEST:

JAMES THORSEN, City Manager

LISA POPE, City Clerk
(seal)

ATTORNEYS

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

By: _____
Steve Rosenblitt, Esq.
Dapeer Rosenblitt & Litvak, LLP



City Council Agenda Report

**Item
4.B.9.**

Date Prepared: August 29, 1998
Meeting Date: September 14, 1998

TO: Mayor House and the Honorable Members of the City Council

FROM: Christi Hogin, City Attorney

SUBJECT: Code Enforcement Services

RECOMMENDED ACTION

Approve request of Dapeer, Rosenblit & Litvak to increase rate billed for code enforcement services to \$110 per hour.

DISCUSSION

The law firm of Dapeer, Rosenblit & Litvak has been providing legal services prosecuting municipal code violations under the supervision of the City Attorney since August of 1993. The firm has performed these services for the City at the rate of \$95 per hour. During that time, the firm has become familiar with the City's municipal code and has operated well with City staff. The firm is efficient and has not had an increase in the hourly rate since 1993. The proposed increase to \$110 per hour is still a reasonable rate well below private sector rates for similar services (and less than most criminal defense lawyers). This increase will not effect the 98-00 budget because it is anticipated that, even at the increased rate, the City's prosecution needs can be met under the current budget.

FISCAL IMPACT

The proposed increase is within the budget as adopted for the 1998-00 fiscal years.

ATTACHMENT TO REPORT

1. Request from Dapeer, Rosenblit & Litvak
2. Agreement for Legal Services

rept. agenda
con sept calendar

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

METROPOLITAN CITIES OFFICE:
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
TELEPHONE (213) 587-5221
FACSIMILE (213) 587-4190

PLEASE DIRECT MAIL TO:
DRL MAIL CENTER
POST OFFICE BOX 2067
HUNTINGTON PARK, CALIFORNIA
90255-3099

WEST LOS ANGELES OFFICE:
2029 CENTURY PARK EAST, SUITE 2550
LOS ANGELES, CA 90067-2901
TELEPHONE (310) 203-8200
FACSIMILE (310) 203-8213

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK

DAVID SILBER
STEVEN E. HENRY
CHRYSEIS A. STARROS
THEODORE B. KIVIAT
PATRICIA H. FITZGERALD
PAUL D. FIX

May 19, 1998

City of Malibu
23555 Civic Center Way
Malibu, CA 90265

Attn: Christi Hogin, City Attorney

Re: Code Enforcement Services

Dear Ms. Hogin:

Our firm has enjoyed the privilege of serving your city since August, 1993. Our compensation rate of \$95.00 per hour has remained constant during this time.

Escalating expenses and costs necessitate a request that our contract be modified to provide for a compensation rate of \$110.00 an hour, effective July 1, 1998. In our experience, this figure is still well below what providers of similar code enforcement services charge. This proposed rate is guaranteed for two years.

We are very familiar with the municipal codes and have an excellent relationship with the judicial officers who hear the city's cases. We work well with staff and have resolved several matters involving building, fire and zoning code violations. In many instances, we have obtained voluntary compliance without the need for litigation, thereby conserving attorney's fees. Where court actions have been necessary, we have obtained code compliance without the need for jury trials and have also recovered investigative costs for the city.

We are grateful for the city's patronage. Please let me know of the City Council's decision at your earliest convenience.

Sincerely yours,



Steven H. Rosenblit

mal/hogin 5.19.8

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this _____ day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

B. Reimbursement of Expenses The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this agreement as follows:

1. Actual long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultations and witnesses Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

- IV. Files All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
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- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
23555 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
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Executed at Malibu, California.

Dated: CITY OF MALIBU

By _____
MAYOR

ATTEST:

CITY CLERK

Executed at _____, California.

Dated: DAPEER, ROSENBLIT & LITVAK, LLP

By _____
STEVEN ROSENBLIT



City of Malibu

23555 Civic Center Way, Malibu, California 90265
(310) 456-2489 Fax (310) 456-3356

City Clerk's Office

July 7, 1999

Law Offices of
BRADLEY W. HERTZ
6700 Fallbrook Avenue, Suite 135
West Hills, California 91307

RE: Request for Information

Dear Mr. Johnson:

In response to your inquiry, enclosed please find the current contract for Depeer, Rosenbilt & Litvak, LLP which indicates Mr. Peacock's signature.

Thank you for your interest in the City of Malibu. Please do not hesitate to call should you require any further information.

Sincerely,

CITY OF MALIBU

Virginia J. Bloom
City Clerk

Enc:
vjb



LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

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HUNTINGTON PARK, CA 90255-3099
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THEODORE B. KIVIAT
PATRICIA H. FITZGERALD
PAUL D. FIX

September 16, 1998

City of Malibu
23555 Civic Center Way
Malibu, CA 90265

Attn: Christi Hogin, City Attorney

Re: Agreement for Services

Dear Christi:

Enclosed please find an executed agreement for legal services.

Thank you for your patronage and assistance in obtaining an increase in our compensation. Please extend our gratitude to the City Council as well.

Sincerely yours,


Steven H. Rosenblit

to mayor for sig.



City of Malibu

23555 Civic Center Way, Malibu, California 90265
(310) 456-2489 Fax (310) 456-3356
City Attorney's Office

September 15, 1998

Steve Rosenblit, Esq.
Dapeer Rosenblit & Litvak
2770 E. Slauson Avenue
Huntington Park, California 90255

Dear Steve:

Last night the City Council approved the enclosed Agreement for Legal Services which increases your firm's hourly rate for code enforcement services to \$110.00 per hour. Please sign the enclosed and return it to me. I will have it signed by the mayor and will provide you with a copy for your files.

If you have any questions, please call me.

Very truly yours,

Christi Hogin
City Attorney

CH:jm
Enclosure

*I look forward to years more
of working together!*



AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 15TH day of September 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$110 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

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Executed at Malibu, California.

Dated: CITY OF MALIBU

By _____
MAYOR

ATTEST:

CITY CLERK

Executed at _____, California.

Dated: DAPEER, ROSENBLIT & LITVAK, LLP

By _____
STEVEN ROSENBLIT



City Council Agenda Report

**Item
4.B.9.**

Date Prepared: August 29, 1998
Meeting Date: September 14, 1998

TO: Mayor House and the Honorable Members of the City Council

FROM: Christi Hogin, City Attorney

SUBJECT: Code Enforcement Services

RECOMMENDED ACTION

Approve request of Dapeer, Rosenblit & Litvak to increase rate billed for code enforcement services to \$110 per hour.

DISCUSSION

The law firm of Dapeer, Rosenblit & Litvak has been providing legal services prosecuting municipal code violations under the supervision of the City Attorney since August of 1993. The firm has performed these services for the City at the rate of \$95 per hour. During that time, the firm has become familiar with the City's municipal code and has operated well with City staff. The firm is efficient and has not had an increase in the hourly rate since 1993. The proposed increase to \$110 per hour is still a reasonable rate well below private sector rates for similar services (and less than most criminal defense lawyers). This increase will not effect the 98-00 budget because it is anticipated that, even at the increased rate, the City's prosecution needs can be met under the current budget.

FISCAL IMPACT

The proposed increase is within the budget as adopted for the 1998-00 fiscal years.

ATTACHMENT TO REPORT

1. Request from Dapeer, Rosenblit & Litvak
2. Agreement for Legal Services

sept. agenda
con sept calendar

LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

METROPOLITAN CITIES OFFICE:
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
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PATRICIA H. FITZGERALD
PAUL D. FIX

May 19, 1998

City of Malibu
23555 Civic Center Way
Malibu, CA 90265

Attn: Christi Hogin, City Attorney

Re: Code Enforcement Services

Dear Ms. Hogin:

Our firm has enjoyed the privilege of serving your city since August, 1993. Our compensation rate of \$95.00 per hour has remained constant during this time.

Escalating expenses and costs necessitate a request that our contract be modified to provide for a compensation rate of \$110.00 an hour, effective July 1, 1998. In our experience, this figure is still well below what providers of similar code enforcement services charge. This proposed rate is guaranteed for two years.

We are very familiar with the municipal codes and have an excellent relationship with the judicial officers who hear the city's cases. We work well with staff and have resolved several matters involving building, fire and zoning code violations. In many instances, we have obtained voluntary compliance without the need for litigation, thereby conserving attorney's fees. Where court actions have been necessary, we have obtained code compliance without the need for jury trials and have also recovered investigative costs for the city.

We are grateful for the city's patronage. Please let me know of the City Council's decision at your earliest convenience.

Sincerely yours,


Steven H. Rosenblit

mal/hogin 5.19.8

AGREEMENT FOR LEGAL SERVICES

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I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Prosecute municipal code violations under the supervision of the City Attorney.
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C. Expert consultations and witnesses. Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

- IV. Files All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
- VII. Termination. The City may terminate this agreement with or without cause and without notice. Attorneys may terminate this agreement with or without cause upon 30 days written notice.
- VIII. Notice. Any notices under this agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:
- To the City: Christi Hogin
City Attorney
23555 Civic Center Way
Malibu, California 90265
- To Attorneys: Steven Rosenblit, Esq.
Dapeer Rosenblit & Litvak, LLP
2770 E. Slauson Avenue
Huntington Park, California 90255-3099
- IX. Resolution of Fee Disputes. The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City Chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

- X. Entire Agreement of the Parties. This agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.
- XI. Modifications. This agreement may not be modified or replaced except by another signed, written agreement.
- XII. Attorneys' Fees. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Executed at Malibu, California.

Dated:

CITY OF MALIBU

By _____
MAYOR

ATTEST:

CITY CLERK

Executed at _____, California.

Dated:

DAPEER, ROSENBLIT & LITVAK, LLP

By _____
STEVEN ROSENBLIT

AGREEMENT FOR LEGAL SERVICES

This agreement made and entered into this 18th day of March 1998, by and between the City of Malibu, a municipal corporation ("City"), and Dapeer Rosenblit & Litvak, LLP ("Attorneys"),

I. Services. Attorneys agree to perform the following services for the City:

A. Complete the following tasks:

1. Defend the City of Malibu in the matter of Gawin v. City of Malibu, Los Angeles County Municipal Court Case No. 98V0183.
2. Provide other legal and consultative services as requested by the City Attorney.

B. Provide written monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.

II. Payment/Budget.

A. Compensation for Services. The City shall compensate Attorneys for services rendered at the following rate: \$125 per hour. Attorneys may bill the City in minimum increments of one-tenth of an hour (.10). All office, travel, trial, deposition and meeting time shall be billed at this rate. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this agreement.

B. Reimbursement of Expenses The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this agreement as follows:

1. Actual long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultations and witnesses Expert consultations and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case the City shall reimburse Attorneys for money paid to consultants or experts directly.

III. Attorneys' staffing.

A. Staffing. Attorneys agree all services required under this agreement will be performed or supervised by Steve Rosenblit.

Any change in the individuals used by Attorneys to provide the services required of Attorneys under this agreement is subject to the prior written approval of the City.

B. Independent Contractor. Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees.

C. Conflict of Interest. Attorneys represents that it presently has no material financial interest other than that that may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorneys under this Agreement. Attorneys further agree that in performance of this Agreement, no person having any such interest shall be employed by it. If Attorneys or its employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain itself from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interests imposed on attorneys by the Business and Professions Code and the Rules of Professional Conduct, particularly Rule 3-310, Attorneys agree that no members of Attorneys' firm shall appear on behalf of any other client before any board, commission, committee or agency of the City or represent any client adverse to the City for a period of one year from the date of termination of attorney's employment.

D. Nondiscrimination. In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national original, sexual orientation or medical condition. Attorneys shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national original, sexual orientation or medical condition. Such actions shall include, but no the limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

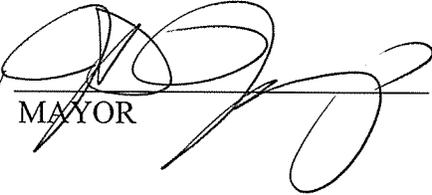
- IV. Files. All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this agreement and shall be entitled to retain copies of such files upon termination of this agreement.
- V. City Agent. The City Attorney, for the purposes of this agreement, is the agent for the City; whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.
- VI. Indemnification. Attorneys agree to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Attorneys' performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.
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Executed at Malibu, California.

Dated:

CITY OF MALIBU

By 
MAYOR

ATTEST:


CITY CLERK

Executed at Malibu, California.

Dated: April 13, 1998

DAPEER, ROSENBLIT & LITVAK, LLP

By 
STEVEN ROSENBLIT

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1993, by and between the City of Malibu, a municipal corporation, 23805 Stuart Ranch Road, Malibu, California 90265, hereinafter referred to as "City"; and Dapeer and Rosenblit, a California partnership, hereinafter referred to as "Attorneys":

WITNESSETH

WHEREAS, City desires to engage Attorneys to prosecute violations of City ordinances; and

WHEREAS, the principal members of Attorneys are attorneys duly licensed under the laws of the State of California and experienced in providing prosecutorial services:

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Work. City engages Attorneys to serve as City Prosecutor for the City. Attorneys shall investigate and prosecute violations of City ordinances referred to Attorneys. The services shall include reviewing police or other City reports and request for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at arraignments, interviewing witnesses, performing necessary legal research in connection with prosecutions, recommending changes and amendments to the

Malibu Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on criminal procedures. All recommendations for amendments to the Malibu Municipal Code shall be referred to the City Attorney for review and preparation of any necessary ordinances.

2. Data Furnished Attorneys. All information, data, reports, records and maps as are existing and in the possession of City, and necessary for carrying out the work shall be furnished to Attorneys without charge by City, and City shall cooperate in every reasonable way in the carrying out of the work without delay.

3. Term. The term of this Agreement shall be from August 9, 1993 through August 8, 1994. The Agreement may be extended for additional one year periods on the same terms and conditions and at such rates as may be agreed to by the parties.

4. Personnel.

A. Attorneys represent that they employ or will employ at their own expense, all personnel required to perform the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All the services required hereunder will be performed by Attorneys, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

5. Commencement and Completion of Work. The execution of the Agreement by the parties hereto does not constitute an authorization to proceed. The services of

Attorneys in connection with any prosecution are to commence only when the City Manager or his designee shall have assigned the prosecution to Attorneys. Attorneys shall have no claim for compensation for services on any work upon which the City does not assign to Attorneys.

6. City Representative. Attorneys shall work closely and cooperate fully with the City and its designated representative. The designated representative shall be the City Manager or his designee authorized in writing, who shall be the principal officer of City for liaison and shall constantly review and give his or her approval of the details of the work as it progresses.

7. Compensation. City shall pay to Attorneys for services performed by Attorneys hereunder, within thirty (30) days following receipt from attorneys and approval by the City of original invoices therefor, fees at the rate of \$95.00 per hour for services provided hereunder by duly licensed attorneys. Attorneys also shall be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred by attorneys in connection with the services performed hereunder. Invoices shall be prepared by Attorneys on forms mutually agreed to by the parties hereto in order to facilitate the processing of City payments. Said form shall itemize the number of hours or portions thereof devoted by Attorneys to each prosecution for each day covered by the statements.

8. Termination for Convenience. The City Council of City may terminate this Agreement at any time without cause by giving written notice to Attorneys of such termination and

specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided in this Section 8, Attorneys will be paid for all services rendered by Attorneys prior to the date of termination.

9. Termination for Cause.

A. The City Council of City may, by written notice to Attorneys, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If Attorneys fail to perform the services called for by this Agreement promptly and with due diligence; or called for by this Agreement or so fail to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances do not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided in Paragraph A of this Section 9, City may procure from others, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in Paragraph A of this Section 9, City may require Attorneys to provide all finished or unfinished documents prepared by Attorneys. Upon such termination, Attorneys shall be paid an amount equal to the contract amount, less the cost of hiring another

attorney to review Attorneys' services rendered in connection with uncompleted matters. In the event no new Attorneys are employed, Attorneys shall be paid an amount equal to the value to City of the work performed by Attorneys, not to exceed the hours expended by Attorneys under this agreement multiplied by the rates set forth in Section 7. In ascertaining the value of the work up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete complaints, and to other documents delivered to City and to authorized reimbursable expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 9, it is determined for any reason that Attorneys were not in default or that the default was excusable, then the rights and obligation of the parties shall be the same as if the notice of termination has been issued pursuant to Section 8.

10. Contract Changes. No change in the character, extent, or duration of Attorneys' services shall be made except upon approval by the City Council and execution of a supplemental agreement in writing between City and Attorneys. The supplemental agreement shall set forth the changes of work, the extensions of time and the adjustments of the fee to be paid by City to Attorneys, if any.

11. Subcontractors. Responsible individuals for Attorneys' performance under this Agreement shall be Steven H. Rosenblit and Kenneth B. Dapeer. These persons shall not be changed nor any subcontractors employed without the express written consent of City.

12. Indemnity and Insurance.

A. Attorneys agree to indemnify, hold harmless, and defend City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Attorneys' negligent or willful acts, errors or omissions, or those of its employees or agents.

B. Attorneys shall file and maintain on file with City at all times during the term of this Agreement, a copy of or certificate evidencing that Attorneys obtained automobile liability insurance covering all automobiles utilized by Attorneys and each of its employees in providing the services hereunder in an amount of not less than \$300,000.00 aggregate limit. The liability insurance required hereunder shall be written by qualified companies listed A or better in the Best's Insurance Guide and authorized to do business in the State of California. All required certificates shall be filed with and approved by the City Attorney. Such insurance shall not be cancellable without thirty (30) days' prior written notice to the City Manager of City. The liability policy shall name city, its officers, employees and agents as additional insureds. In addition, Attorneys shall procure and maintain in force a legal malpractice (errors and omissions) policy in an amount of not less than \$500,000.00 per claim and worker's compensation insurance in accordance with Section 3700 of the Labor Code.

13. Independent Contractor. Attorneys shall be independent contractors and shall not incur or have the power to incur any debt, obligation or liability whatever for or against City.

14. Interests of Attorneys. Attorneys affirm that they presently have no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Attorneys.

15. Compliance with Law. Attorneys shall comply with all federal, State, and local laws and ordinances applicable to the work and shall perform the work in a manner which accords with the highest level of professional care and ethical responsibility as required by applicable professional standards and rules of conduct.

16. Findings Confidential. All of the reports, information, data, or other documents prepared or assembled by the Attorneys under this Agreement are confidential and Attorneys agree that they shall not be made available to any individual or organization without the prior written approval of the City.

17. Copyright. No report or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Attorneys, and all such documents may be used in any manner by City without providing additional compensation to Attorneys.

18. Assignability. Attorneys shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City. Claims for money due or to become due to Attorneys from City under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

21. Notice. Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Dapeer & Rosenblit
2770 E. Slauson Ave.
Huntington Park, CA 90255-3099

City of Malibu
23805 Stuart Ranch Road
Malibu, CA 90265

22. Oral Modification. This agreement supersedes all prior proposals, agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver or any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, said parties have executed this Agreement the date first hereinabove written.

CITY OF MALIBU

By: Carolyn Van Horn
CAROLYN VAN HORN,
Mayor

ATTEST:

Tory Freeman
TORY FREEMAN
Deputy City Clerk

DAPEER & ROSENBLIT

By: [Signature]

0843C

City of Malibu

23805 Stuart Ranch Road, Suite 245 Malibu, California 90265 (310) 456-CITY Fax (310) 456-3356

Tory Freeman
Deputy City Clerk

August 16, 1993

Steven H. Rosenblit
2770 East Slauson Avenue
Huntington Park, CA 90255-3099

Dear Mr. Rosenblit:

Please find enclosed two copies of the agreement between your firm and the City of Malibu for prosecutorial services. Please sign each copy and return one to me in the enclosed envelope. The remaining copy is for your files.

Thank you for your attention to this.

Sincerely,


Tory Freeman
Deputy City Clerk

LAW OFFICES
DAPEER & ROSENBLIT

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
ROCHELLE REBEN
WILLIAM LITVAK
OF COUNSEL

2770 EAST SLAUSON AVENUE
HUNTINGTON PARK, CALIFORNIA 90255-3099
TELEPHONE (213) 587-5221
FACSIMILE (213) 587-4190

NEXT DAY MAIL
July 20, 1993

CITY OF MALIBU
23805 Stuart Ranch Road, Suite 245
Malibu, CA 90265

Attn: David N. Carmany, City Manager

Re: Agreement for Prosecutorial Services

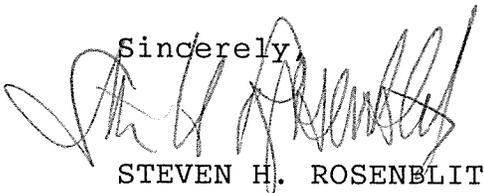
Dear Mr. Carmany:

Pursuant to our telephone conversation of yesterday, enclosed please find two original agreements for prosecutorial services, one of which I have signed on the chance that this will provide a convenience to you.

Please advise me if you would like our firm to be present for the August 9, 1993 council meeting, at which you indicated that the council would consider our employment.

Thank you for your continued support in our effort to work for your city.

Sincerely,



STEVEN H. ROSENBLIT

MD/st
2018J-3
Encls.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1993, by and between the City of Malibu, a municipal corporation, 23805 Stuart Ranch Road, Malibu, California 90265, hereinafter referred to as "City"; and Dapeer and Rosenblit, a California partnership, hereinafter referred to as "Attorneys":

WITNESSETH

WHEREAS, City desires to engage Attorneys to prosecute violations of City ordinances; and

WHEREAS, the principal members of Attorneys are attorneys duly licensed under the laws of the State of California and experienced in providing prosecutorial services:

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1. Description of Work. City engages Attorneys to serve as City Prosecutor for the City. Attorneys shall investigate and prosecute violations of City ordinances referred to Attorneys. The services shall include reviewing police or other City reports and request for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at arraignments, interviewing witnesses, performing necessary legal research in connection with prosecutions, recommending changes and amendments to the

Malibu Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on criminal procedures. All recommendations for amendments to the Malibu Municipal Code shall be referred to the City Attorney for review and preparation of any necessary ordinances.

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4. Personnel.

A. Attorneys represent that they employ or will employ at their own expense, all personnel required to perform the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All the services required hereunder will be performed by Attorneys, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

5. Commencement and Completion of Work. The execution of the Agreement by the parties hereto does not constitute an authorization to proceed. The services of

Attorneys in connection with any prosecution are to commence only when the City Manager or his designee shall have assigned the prosecution to Attorneys. Attorneys shall have no claim for compensation for services on any work upon which the City does not assign to Attorneys.

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7. Compensation. City shall pay to Attorneys for services performed by Attorneys hereunder, within thirty (30) days following receipt from attorneys and approval by the City of original invoices therefor, fees at the rate of \$95.00 per hour for services provided hereunder by duly licensed attorneys. Attorneys also shall be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred by attorneys in connection with the services performed hereunder. Invoices shall be prepared by Attorneys on forms mutually agreed to by the parties hereto in order to facilitate the processing of City payments. Said form shall itemize the number of hours or portions thereof devoted by Attorneys to each prosecution for each day covered by the statements.

8. Termination for Convenience. The City Council of City may terminate this Agreement at any time without cause by giving written notice to Attorneys of such termination and

specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided in this Section 8, Attorneys will be paid for all services rendered by Attorneys prior to the date of termination.

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1. If Attorneys fail to perform the services called for by this Agreement promptly and with due diligence; or called for by this Agreement or so fail to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances do not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided in Paragraph A of this Section 9, City may procure from others, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in Paragraph A of this Section 9, City may require Attorneys to provide all finished or unfinished documents prepared by Attorneys. Upon such termination, Attorneys shall be paid an amount equal to the contract amount, less the cost of hiring another

attorney to review Attorneys' services rendered in connection with uncompleted matters. In the event no new Attorneys are employed, Attorneys shall be paid an amount equal to the value to City of the work performed by Attorneys, not to exceed the hours expended by Attorneys under this agreement multiplied by the rates set forth in Section 7. In ascertaining the value of the work up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete complaints, and to other documents delivered to City and to authorized reimbursable expenses.

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11. Subcontractors. Responsible individuals for Attorneys' performance under this Agreement shall be Steven H. Rosenblit and Kenneth B. Dapeer. These persons shall not be changed nor any subcontractors employed without the express written consent of City.

12. Indemnity and Insurance.

A. Attorneys agree to indemnify, hold harmless, and defend City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Attorneys' negligent or willful acts, errors or omissions, or those of its employees or agents.

B. Attorneys shall file and maintain on file with City at all times during the term of this Agreement, a copy of or certificate evidencing that Attorneys obtained automobile liability insurance covering all automobiles utilized by Attorneys and each of its employees in providing the services hereunder in an amount of not less than \$300,000.00 aggregate limit. The liability insurance required hereunder shall be written by qualified companies listed A or better in the Best's Insurance Guide and authorized to do business in the State of California. All required certificates shall be filed with and approved by the City Attorney. Such insurance shall not be cancellable without thirty (30) days' prior written notice to the City Manager of City. The liability policy shall name city, its officers, employees and agents as additional insureds. In addition, Attorneys shall procure and maintain in force a legal malpractice (errors and omissions) policy in an amount of not less than \$500,000.00 per claim and worker's compensation insurance in accordance with Section 3700 of the Labor Code.

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16. Findings Confidential. All of the reports, information, data, or other documents prepared or assembled by the Attorneys under this Agreement are confidential and Attorneys agree that they shall not be made available to any individual or organization without the prior written approval of the City.

17. Copyright. No report or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Attorneys, and all such documents may be used in any manner by City without providing additional compensation to Attorneys.

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21. Notice. Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Dapeer & Rosenblit
2770 E. Slauson Ave.
Huntington Park, CA 90255-3099

City of Malibu
23805 Stuart Ranch Road
Malibu, CA 90265

22. Oral modification. This agreement supersedes all prior proposals, agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver or any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, said parties have executed this Agreement the date first hereinabove written.

CITY OF MALIBU

By: Carolyn Van Horn
CAROLYN VAN HORN,
Mayor

ATTEST:

Tory Freeman
TORY FREEMAN
Deputy City Clerk

DAPEER & ROSENBLIT

By: _____

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