

**AGREEMENT BETWEEN CIVICA LAW GROUP, APC  
AND THE CITY OF LAKE ELSINORE  
FOR MUNICIPAL CODE ENFORCEMENT LEGAL SERVICES**

**1. PARTIES AND DATE.**

This agreement ("Agreement") is entered into and made effective on March 1, 2023, by and between the CITY OF LAKE ELSINORE ("City"), a California municipal corporation, and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm"). Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

**2. RECITALS.**

2.1 The City wishes to engage the services of Law Firm to provide special counsel code enforcement legal services as described in this Agreement. Law Firm wishes to provide all such services and has the necessary expertise and competency to provide such services.

**3. TERMS.**

3.1 Scope of Services. Law Firm shall provide legal advice, representation and assistance to the City regarding code enforcement related matters as assigned to Law Firm. Law Firm shall report on a regular basis to the City regarding matters assigned to Law Firm, and shall handle matters subject to the input, oversight and direction of City staff.

3.2 Responsibilities of Attorneys and Client. The City hereby requests and consents to the transfer of all files to Law Firm for matters referred by City to Law Firm. Law Firm shall fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance with which Law Firm is involved. Law Firm will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Law Firm to perform their obligations under this Agreement.

3.3 Compensation. For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of \$245 per hour for attorney representation and \$138 per hour for paralegals and law clerks, which rates shall increase by 3% rounded to the nearest dollar on January 1 of each year to offset rising costs.

3.4 Cost Reimbursement. The City shall reimburse Law Firm for all out-of-pocket expenses incurred by Law Firm in providing legal services under this Agreement, including charges for printing and copying expenses at \$.16 for black and white copies and \$.60 for color copies, postage, research, litigation costs, courier and messenger services and automobile mileage at the current IRS rate for travel on behalf of the City. However, no separate charge shall be made by Law Firm for secretarial or word processing services.

3.5 Statements and Billing. Law Firm shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement. The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Law Firm shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.

3.6 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of the attorneys at Law Firm were a substantial inducement for the City to enter into this Agreement. Therefore, Law Firm shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

3.7 Conflicts of Interest. Law Firm shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which Law Firm is providing legal services under this Agreement. Law Firm shall not reveal confidential information of the City except with the consent of the Board of Supervisors or as otherwise required by law. Law Firm shall notify the City of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall retain legal counsel and Law Firm shall assist and cooperate with legal counsel retained by the City on the matter for which the conflict arose.

A. Law Firm represents that neither Law Firm for any of its attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public.

B. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to the City, and the interested individual shall not participate in or influence the performance of the services to be provided to the City pursuant to this Agreement.

C. In addition to the prescriptions regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that unless waived in writing by the City, neither Law Firm nor any attorney employed by Law Firm shall represent clients before any board, commission, committee or department of City or represent a client adverse to City for a period of one (1) year from the date of completion of the services to be provided to City pursuant to this Agreement or the early termination of the Agreement as provided for in Section 3.10.

3.8 Return of Files. At the conclusion of this Agreement, any original files transmitted to Law Firm by the City for the work performed under this Agreement for the City shall be made

available to City. Law Firm will be entitled to make copies of the client files. At the conclusion of this Agreement, (whether or not City takes possession of the client files), Law Firm shall have no further responsibility with regard to such documents.

3.9 Independent Contractor. No employment relationship is created by this Agreement. Law Firm shall perform all legal services required under this Agreement as an independent contractor of the City, except that at all times providing services under this Agreement, Law Firm's employees and agents shall be acting as public officials. Notwithstanding the foregoing, for purposes of any legal claims against Law Firm arising from its provision of services to the City, Law Firm shall be entitled to all defenses provided by law to City officials, attorneys and prosecutors, and to City's statutory duties to the office of city prosecutor/attorney pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Law Firm for actions within the scope of its engagement hereunder and shall survive expiration of this Agreement. This shall not in any way create a duty for the City for actions or claims adjudged to be due to Law Firm's negligence.

3.10 Term; Termination of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein. City or Law Firm may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice to the other party. In the event of such termination, Law Firm shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship and the City shall pay Law Firm professional fees and costs, in accordance with this Agreement, for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Law Firm to withdraw as attorneys of record in any legal action then pending. Law Firm shall cooperate to transition representation to a new attorney or firm in an expedient manner and make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel. If City does not take possession of the client files within sixty (60) days of termination of this Agreement, City agrees that Law Firm may dispose of the client files without further notice.

3.11 Arbitration. In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The arbitrator shall have the authority to set procedures and discover in the arbitration. In any such matter, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees. This section shall survive the expiration of this Agreement.

3.12 Insurance Coverage. Law Firm shall carry errors and omissions insurance of not less than One Million Dollars (\$1,000,000) per year in the aggregate, and any additional insurance required by the State of California. Law Firm shall furnish to the City proof of insurance required by this Agreement upon request, and shall notify the City of any changes to the insurance.

3.13 Amendment; Modification. This agreement may be modified through a written instrument signed by both parties or by an oral agreement to the extent it is carried out.

3.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties

with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.15 Time of Performance; Efficiency of Services; Cooperation. The services of Law Firm shall be performed expeditiously in light of the purposes of this Agreement. Law Firm shall follow all procedures as established by the City consistent with its duties. Law Firm shall work cooperatively with appropriate City staff and keep them informed on all matters of importance as they arise.

3.16 Non-Discrimination. In the performance of this Agreement, Law Firm shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, marital status, age, sexual orientation, or medical condition.

3.17 Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement: (1) shall be deemed effective unless it is in writing and signed by City; (2) shall be deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

3.18 Governing Law and Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflict of law principles. The section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3.19 Severability. If any portion or all of this Agreement is held to be unenforceable for any reason, the remainder of that provision and the remainder of the Agreement shall remain in full force and effect.

3.20 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Law Firm:           Civica Law Group, APC  
4000 Barranca Parkway  
Suite 250, PMB #782  
Irvine, CA 92604  
(949) 592-0165  
Attn: Chief Operating Officer

To City:               130 South Main Street  
Lake Elsinore, CA 92530  
(951) 974-3124  
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**CITY OF LAKE ELSINORE**

By: \_\_\_\_\_  
Jason Simpson  
City Manager

**CIVICA LAW GROUP, APC**

By: \_\_\_\_\_  
Matthew R. Silver  
Managing Partner