

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): City Attorney	DATE: 10/21/2013
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SUBJECT: A resolution authorizing and approving the retention of Pyle, Sims, Duncan, and Stevenson for legal services related to the Rural/Metro, Inc. bankruptcy.

PRIMARY CONTACT (NAME, PHONE): Noah J Brazier, 236-7196 M.S. 59	SECONDARY CONTACT (NAME, PHONE): ,
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	200227				
DEPT / FUNCTIONAL AREA	1913				
ORG / COST CENTER	1913000013				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$50,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): \$50,000 expenditure from the Emergency Medical Services (EMS) Fund (Fund #200227).

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	ORIG DEPT.	Jones, Andrew	10/25/2013
Environmental Analysis	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

Approve the retention of the law firm of Pyle, Sims, Duncan, and Stevenson for legal services related to the Rural/Metro Inc. bankruptcy.

Authorize and direct the Council President, acting pursuant to Charter section 265(i), to execute an agreement with Pyle, Sims, Duncan, and Stevenson for legal services related to the Rural/Metro Inc. bankruptcy.

Authorize the Chief Financial Officer to appropriate and expend an amount not to exceed \$50,000 from the Emergency Medical Services (EMS) Fund (Fund #200227) for the purpose of retaining the law firm, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:

Approve requested actions.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):

COMMUNITY AREA(S):

ENVIRONMENTAL IMPACT:

This activity is not subject to CEQA pursuant to State CEQA Guidelines Sections 15060(c)(2).

CITY CLERK

INSTRUCTIONS:

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 10/21/2013

ORIGINATING DEPARTMENT: City Attorney

SUBJECT: A resolution authorizing and approving the retention of Pyle, Sims, Duncan, and Stevenson for legal services related to the Rural/Metro, Inc. bankruptcy.

COUNCIL DISTRICT(S):

CONTACT/PHONE NUMBER: Noah J Brazier/236-7196 M.S. 59

DESCRIPTIVE SUMMARY OF ITEM:

The City's Advanced Life Support Ambulance contractor, Rural/Metro, filed for Chapter 11 bankruptcy last August. These bankruptcy proceedings may have a negative impact on the City's ALS ambulance services. These proceedings present highly specialized legal issues. This item allows the City to retain a law firm to protect the City's interests throughout these proceedings.

STAFF RECOMMENDATION:

Approve requested actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City's Advanced Life Support Ambulance (ALS) contractor, Rural/Metro, filed for Chapter 11 bankruptcy last August. These bankruptcy proceedings may have a negative impact on the City's ALS ambulance services.

These proceedings present highly specialized legal issues. In order to best protect the City's interests throughout these proceedings, it is necessary to retain the services of outside legal counsel. The law firm of Pyle, Sims, Duncan, and Stevenson is able to provide bankruptcy legal services to the City. This firm can monitor the proceedings, inform the City when action should be taken, and prepare any necessary court filings.

FISCAL CONSIDERATIONS:

The retention of the law firm of Pyle, Sims, Duncan, and Stevenson for legal services will result in an expenditure amount not to exceed \$50,000 from the Emergency Medical Services (EMS) Fund (Fund #200227).

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Jones, Andrew

Originating Department

Deputy Chief/Chief Operating Officer

— PYLE SIMS —
DUNCAN & STEVENSON
A PROFESSIONAL CORPORATION

401 "B" STREET, SUITE 1500
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 687-5200
FACSIMILE (619) 687-5210

SUSAN C. STEVENSON
DIRECT DIAL (619) 699-5240
EMAIL: SSTEVENSON@PSDSLAW.COM

September 13, 2013

VIA EMAIL ONLY

Noah Brazier, Deputy City Attorney
San Diego City Attorney's Office
1200 Third Avenue, Suite 1600
San Diego, CA 92101

Re: Representation of the City of San Diego by Pyle Sims Duncan & Stevenson

Dear Mr. Brazier:

Enclosed is an executed copy of the Agreement for Legal Services Between the Redevelopment Agency for the City of San Diego and Pyle Sims Duncan & Stevenson, a Law Corporation (the "Agreement"). While I have signed the Agreement and relevant attachments, this letter modifies certain of its terms.

Section 2.5: Agency's Right to Suspend for Convenience is acceptable Pyle Sims Duncan & Stevenson ("PSDS"); however, I must caution you that if the City chooses to suspend all or part of PSDS' performance of the services described in the Agreement, it does so solely at its own risk. PSDS shall not be responsible for any adverse consequence arising from the suspension of its services during the course of its representation of the City.

Section 4.8 of the Legal Services Agreement requests that PSDS certify that it agrees to comply with the certain ADA requirements. Because PSDS currently occupies leased space, we are unable to certify that every portion of the building we occupy is in current compliance with these requirements.

Noah Brazier, Deputy City Attorney
San Diego City Attorney's Office
September 13, 2013
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PSDS is pleased to offer its services to the City of San Diego and looks forward to a long and mutually beneficial relationship. Please call or email if you have any questions or concerns regarding the foregoing.

Sincerely,

PYLE SIMS DUNCAN & STEVENSON
A Professional Corporation

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Susan C. Stevenson

SCS/bc
Enclosures



AGREEMENT FOR LEGAL SERVICES

BETWEEN

THE CITY OF SAN DIEGO

AND

PYLE SIMS DUNCAN & STEVENSON

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- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Insurance
- Exhibit E - City's Equal Opportunity Contracting Program Law Firm Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit F - Law Firm Certification for a Drug-Free Workplace
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND PYLE SIMS DUNCAN & STEVENSON
FOR LAW FIRM SERVICES**

This Agreement is made and entered into between the City of San Diego [City], and Pyle Sims Duncan & Stevenson [Law Firm] for the Law Firm to provide legal Services to the City.

RECITALS

The City wants to retain the services of a law firm to provide specialized bankruptcy legal counsel throughout the Rural/Metro Bankruptcy, United States Bankruptcy Case No. 13-11952-KJC [the Services].

The Law Firm has the expertise, experience and personnel necessary to provide the Services. The City and the Law Firm [Parties] want to enter into an Agreement whereby the City will retain the Law Firm to provide, and the Law Firm shall provide, the Services.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

LAW FIRM SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Law Firm shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

1.2 Contract Administrator. The City's Office of the City Attorney [City Attorney] is the contract administrator for this Agreement. The Law Firm shall provide the Services under the direction of a designated representative of the City Attorney, who can be contacted at:

**C/o Noah J. Brazier, DCA
619-236-7196
nbrazier@sandiego.gov**

The Law Firm shall communicate with the City's designated representative on all matters related to the administration of this Agreement and the Law Firm's performance of the Services rendered hereunder. The City's designated representative has authority to represent the City with respect to all communications, acts, or approvals in connection with this Agreement, unless this Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Law Firm's cost of, or the time required for, the performance of any of the Services, the Law Firm shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Law Firm's compensation or time for performance may be made subject to the restrictions set forth in Section 3.1 of this Agreement, and provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Services, the Law Firm shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Law Firm shall immediately advise the City in writing of any anticipated change in the Scope of Services [Exhibit A], Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Law Firm from its duty to render all Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Services performed by the Law Firm, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Law Firm, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The requirement not to disclose any documents or their contents without the City's prior consent is over and above the Law Firm's ethical obligations to keep any and all attorney work product and attorney-client communications confidential.

This provision does not apply to information that: (a) was publicly known, or otherwise known to the Law Firm, at the time that it was disclosed to the Law Firm by the City, (b) subsequently becomes publicly known through no act or omission of the Law Firm, or (c) otherwise becomes known to the Law Firm other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services, but not to exceed December 1, 2014 unless approved by the parties in writing.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services [Exhibit A] is set forth in the Time Schedule [Exhibit C].

2.3 Notification of Delay. The Law Firm shall immediately notify the City in writing if the Law Firm experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule [Exhibit C]. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Law Firm to a reasonable extension of time, but such delay shall not entitle the Law Firm to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Law Firm's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the Law Firm; provided, however, that: (a) this provision shall not apply to, and the Law Firm shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Law Firm; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Law Firm to an extension of time unless the Law Firm furnishes to the City, in a timely manner, documentary proof satisfactory to the City of the Law Firm's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Law Firm's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Law Firm of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Law Firm a sum equivalent to the reasonable value of the Services the Law Firm has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Law Firm. The City may then require the Law Firm to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Law Firm shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Law Firm. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Law Firm. After termination of this Agreement, the Law Firm shall complete any and all additional work necessary for the orderly filing of documents and closing of the Law Firm's Services under this Agreement. For services satisfactorily rendered in completing the work, the Law Firm shall be entitled to fair and reasonable compensation for the Services performed by the Law Firm before the effective date of termination. After filing of documents and completion of performance, the Law Firm shall deliver to the City all documents or records related to the Law Firm's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Law Firm discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Law Firm fails to satisfactorily perform any obligation required by this Agreement, the Law Firm's failure constitutes a Default. A Default includes the Law Firm's failure to adhere to the Time Schedule [Exhibit C]. If the Law Firm fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Law Firm, and any person claiming any rights by or through the Law Firm under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Law Firm.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Law Firm for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed fifty thousand dollars [\$50,000.00] without further authorization. The compensation for Additional Services (described in Section 3.3), if any, shall be as authorized by the City, the City Council, or their designee.

The Law Firm shall immediately inform the City when the cumulative value of work done under this Agreement exceeds 80% of the total compensation authorized in this paragraph, or when it reasonably appears to the Law Firm that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within 45 days. The City shall not be responsible for payment for work performed in excess of the maximum amount authorized. In addition, the Law Firm acknowledges that, notwithstanding any other written or oral representation, total compensation under this contract may not exceed \$250,000 unless such expenditure is first approved by the City Council, pursuant to section 22.3223 of the San Diego Municipal Code.

3.2 Additional Services. The City may require that the Law Firm perform additional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Law Firm's performance of Additional Services, the City and the Law Firm must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Law Firm for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Law Firm in accordance with the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Law Firm shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Law Firm shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Law Firm shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt. Invoice shall be mailed to the following address:

**Noah J. Brazier, Deputy City Attorney
Office of the City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101
(619) 533-5839**

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Law Firm's errors or omissions, and may include Law Firm, City, or Subcontractor overhead, materials, and related costs. The Law Firm shall not be paid for the Services required due to the Law Firm's errors or omissions, and the Law Firm shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Law Firm. Whether or not there are any monies due, or becoming due, the Law Firm shall reimburse the City for Additional Costs due to the Law Firm's errors or omissions.

ARTICLE IV

LAW FIRM'S OBLIGATIONS

4.1 Industry Standards. The Law Firm agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent law firm using the degree of care and skill ordinarily exercised by reputable attorneys practicing in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Law Firm of responsibility for complying with all applicable laws, codes, and industry standards.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Law Firm's and any Subcontractor's premises to review and audit the Law Firm's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Law Firm's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Law Firm or Subcontractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Law Firm and all Subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Law Firm and Subcontractors shall make available to the City for review and audit; all Service-related accounting records and documents, and any other financial data. Upon the City's request, the Law Firm and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. The Law Firm shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Law Firm's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Law Firm shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth in Exhibit D; however, the City reserves the right to request, and the Law Firm shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as described in Exhibit D; and (c) confirmed that all policies contain the specific provisions required in Exhibit D. Law Firm's liabilities, including but not limited to Law Firm's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled

to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Law Firm's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Law Firm shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.4 Subcontractors. The Law Firm's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Law Firm shall list on the Subcontractor List [Exhibit E] all Subcontractors known to the Law Firm at the time this Agreement is entered. If at any time after this Agreement is entered into the Law Firm identifies a need for additional Subcontractor Services, the Law Firm shall give written notice to the City of the need, at least fifteen days before entering into a contract for such Subcontractor Services. The Law Firm's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Law Firm may request that the City reduce the fifteen day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Law Firm and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, and 4.8, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Law Firm shall require the Subcontractor to obtain, all policies described in Exhibit D in the amounts required by the City, which shall not be greater than the amounts required of the Law Firm.

4.4.1.2 The Law Firm is obligated to pay the Subcontractor, for Law Firm and City-approved invoice amounts, out of amounts paid by the City to the Law Firm, not later than fourteen working days from the Law Firm's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Law Firm and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Law Firm shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Law Firm shall pay the Subcontractor the amount withheld within fourteen working days of the Law Firm's receipt of the City's next payment.

4.4.1.4 In any dispute between the Law Firm and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The

Law Firm agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Law Firm and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

4.5 Contract Activity Report. The Law Firm shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit E]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Law Firm shall provide an invoice from each Subcontractor listed in the report. The Law Firm agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.2.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Law Firm shall comply with the City's Equal Opportunity Contracting Program Law Firm Requirements [Exhibit E]. The Law Firm shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Law Firm shall provide equal opportunity in all employment practices. The Law Firm shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Law Firm Requirements. Nothing in this Section shall be interpreted to hold the Law Firm liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Law Firm shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Law Firm shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Law Firm understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Law Firm and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Law Firm agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Law Firm has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Law Firm for each subcontract or supply contract. The Law Firm further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Law Firm understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Law Firm up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Law Firm further

understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Law Firm agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Law Firm shall certify to the City that it will provide a drug-free workplace by submitting a Law Firm Certification for a Drug-Free Workplace form [Exhibit F].

4.7.1 Law Firm's Notice to Employees. The Law Firm shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Law Firm shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Law Firm shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Law Firm further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Law Firm and any Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 ADA Certification. The Law Firm hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. The City acknowledges the Law Firm occupies leased space, and for this reason, is unable to certify every portion of the building they occupy is in compliance with these requirements.

4.9 Product Endorsement. The Law Firm acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Law Firm is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595. In addition, the Law Firm is subject to all laws, regulations, rules and policies applicable to the legal profession.

4.10.1 The Law Firm shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.2 The Law Firm's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Law Firm shall not recommend or specify any product, supplier, or contractor with whom the Law Firm has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.3 If the Law Firm violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Law Firm to liability to the City for attorney fees and all damages sustained as a result of the violation.

4.10.4 Prior to commencing representation of the City, the Law Firm shall, in conformity with the standards normally followed by law firms performing comparable work, identify any actual or potential conflicts between the City's interests and its own interests or those of its current or former clients. In addition, the Law Firm shall continue to monitor its own interests and those of its clients to identify any conflicts that may arise during the course of the representation. The Law Firm shall immediately inform the City of any actual or potential conflicts. This paragraph shall not relieve the Law Firm of its duties to the City arising under the Rules of Professional Conduct of the State Bar of California or other applicable laws, regulations, rules and policies.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the Law Firm, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Law Firm's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Law Firm for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Law Firm, its agents, officers, and employees, the Law Firm shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Law Firm, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Law Firm or its agents, officers, and employees may incur expenses and/or costs. The Law Firm agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Submittals. Law Firm is required to submit the following documentation in accordance with this Agreement. Failure to provide the required submittals listed below with the Agreement shall delay completion of the Agreement, and therefore, commencement of scope of work and payments to Law Firm.

- Insurance Certificates with all endorsements (Exhibit D)
- Equal Opportunity Forms (Exhibit E)
- Drug Free Workplace Form (Exhibit F);
- Vendor Registration (Exhibit G);
- Business Tax License;
- Taxpayer Identification Number (W-9) if not currently on file;
(<http://www.irs.gov/formspubs/lists>)
- Contractor Standard Pledge of Compliance (Exhibit H)

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Law Firm, or Law Firm's employees, agents, and officers, arising out of any services performed under this Agreement, the Law Firm agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. The Law Firm's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in the relevant subject matter and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

7.3.1 If AAA is selected to coordinate the mediation by serving as the administrator, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

7.3.2 The AAA administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

7.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either

Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement [Deliverable Materials] is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Law Firm, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Law Firm, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Law Firm, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Law Firm’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment Law Firm, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights Law Firm, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Law Firm, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Law Firm, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content,

and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting In the event that Law Firm utilizes a Subcontractor(s) for any portion of the Services that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Law Firm and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials as a “work-for hire” as defined in the Copyright Act (codified in Title 17 of the U.S. Code) and that all intellectual property rights in the Deliverable Materials , whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication. Law Firm may not publish or reproduce any Deliverable Materials, for purposes unrelated to Law Firm’s work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Law Firm represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Law Firm to produce, at Law Firm’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Law Firm further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or works provided under this Agreement infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party [Third Party Claims of Infringement]. If a Third Party Claim of Infringement is threatened or made before Law Firm receives payment under this Agreement, City shall be entitled, upon written notice to Law Firm, to withhold some or all of such payment.

8.8 Enforcement Costs. The Law Firm agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article VIII, including but not limited to, attorney fees.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage

paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: City Attorney's Office, 1200 Third Avenue, Suite 1620, San Diego, CA 92101 and notice to the Law Firm shall be addressed to: Pyle Sims Duncan & Stevenson, 401 "B" Street, Suite 1500, San Diego, CA 92101.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Law Firm shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Law Firm and any Subcontractors employed by the Law Firm shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Law Firm concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Law Firm shall follow the direction of the City concerning the end results of the performance.

9.5 Law Firm and Subcontractor Principals for Law Firm Services. It is understood that this Agreement is for unique professional Services. Retention of the Law Firm's professional Services is based on the particular professional expertise of the following members of the Law Firm's organization: Gerald N. Simms and Susan C. Stevenson [Project Team]. Performance of Professional Services on the Project may be delegated by Mr. Simms and/or Ms. Stevenson to other members of the Law Firm as may become necessary for the Project. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Law Firm. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to Section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Law Firm, to require any of the Law Firm's employees or agents to be removed from the Project.

9.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Law Firm shall be deemed to be both covenants and conditions.

9.7 Compliance with Controlling Law. The Law Firm shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Law Firm shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules,

or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding. For the City Attorney's work done in any suit or proceeding, the reasonable attorney fees shall be deemed to be \$250 per hour.

9.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.11 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.12 No Waiver. No failure of either the City or the Law Firm to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.14 Additional Law Firms or Contractors. The City reserves the right to employ, at its own expense, such additional Law Firms or contractors as the City deems necessary to perform work or to provide the Services.

9.15 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Law Firm employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an

influence on the recommendation made to the City, City Council, or Mayor in connection with the selection of the Law Firm.

9.16 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.17 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.18 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.19 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

9.20 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.21 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form [Exhibit G] to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to the execution of any contracts.

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein [Exhibit H]. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

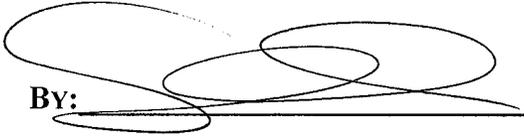
The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, authorizing such execution, and by the Law Firm.

I HEREBY CERTIFY that I can legally bind Pyle, Sims, Duncan & Stevenson, and that I have read all of this Agreement this 13th day of September, 2013.

PYLE SIMS DUNCAN & STEVENSON

THE CITY OF SAN DIEGO

BY: 

BY: _____
Dennis Gakunga, Purchasing and Contracting Director

DATE
SIGNED 9/13/13

DATE
SIGNED _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2010.

JAN I. GOLDSMITH, General Counsel:

By: _____
**Mary Jo Lanzafame
Assistant General Counsel**

EXHIBITS

NON-DESIGN PROFESSIONAL LAW FIRM LUMP SUM AGREEMENT

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Insurance
- Exhibit E - City's Equal Opportunity Contracting Program Law Firm Requirements
- Exhibit F - Law Firm Certification for a Drug-Free Workplace
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance

EXHIBIT A

SCOPE OF SERVICES

***THIS EXHIBIT CONTAINS CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS PURSUANT TO CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 6149.**

A. Major Legal Tasks/Time Estimate:

The Firm agrees to accomplish the following legal tasks:

1) Monitor the Rural/Metro bankruptcy proceedings in United States Bankruptcy Case No. 13-11952-KJC, provide legal advice to the City relative to the Rural/Metro Bankruptcy and the City's contract with Rural/Metro, and inform the City of any issues that arise which may affect the City's current emergency medical services contract with Rural/Metro.

2) If necessary, and after receiving approval from the City pursuant to this Agreement, prepare the appropriate court filings to protect the City in the event that Rural/Metro's bankruptcy proceedings will impact the City's provision of emergency medical services, prepare formal written advice to the City, and prepare any documents to send to Rural/Metro.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE & BILLING GUIDELINES

***THIS EXHIBIT CONTAINS CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS PURSUANT TO CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 6149.**

A. Maximum Contract Amount for Phase I:

- (1) The City has appropriated or otherwise duly authorized the payment of a maximum amount of fifty thousand dollars [\$50,000] for legal services and out-of-pocket disbursements for the term of this Agreement for authorized services performed at the direction of the City. In no event shall the total fees plus out-of-pocket disbursements exceed this maximum amount without the specific written authorization of the City.
- (2) The City shall not be obligated to pay the Law Firm more than the authorized maximum amount unless the City makes additional amounts available for the performance of additional legal services under this Agreement.

The City agrees to pay the Firm for authorized legal services performed at the direction of the City for work performed pursuant to this Agreement as follows:

\$ 315	per hour for lead and associate attorneys
\$ 125-195	per hour for paralegals

B. Billing: All billing will be subject to the following guidelines:

SAN DIEGO CITY ATTORNEY'S OFFICE

BILLING GUIDELINES FOR OUTSIDE COUNSEL [BG]

Introduction

These guidelines describe your responsibilities as a lawyer or law firm retained by the City. Every effort has been made to be clear and reasonable, so that you can provide excellent legal services for the lowest possible cost to the taxpayers. **PLEASE NOTE: No invoice shall be approved without a signed Agreement for Legal Services [ALS] and a signed approval of the Billing Guidelines [BG].**

Each invoice you submit will be reviewed by the City's representative with these guidelines in mind.

Billing Format

Each invoice shall list the billing and expenses separately for each person represented.

Each bill shall include an invoice showing the amount of services rendered during the billing period, the fee for such services and the amount of reimbursable expenses. The invoice shall be accompanied by a separate invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work and itemized reimbursable expenses. For itemized reimbursable expenses, including for travel and meals, please who incurred the cost, when they did so, and where they did so. The invoice support statement shall be marked "Confidential -- Attorney-Client and/or Work Product Privilege. The invoice may be subject to disclosure pursuant to the California Public Records Act."

Invoice Support Statement:

- The statement should first identify each person represented, with all billing and expenses incurred as to the representation of that particular individual following.
- Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.
- The date the work was performed must be included
- The hours should be billed in .10 hour increments
- The specific task performed should be described, and the related work product should be referenced ("telephone call re: trial brief," "interview in preparation for deposition").
- The biller's professional capacity (partner, associate, paralegal, etc.) should be included

Discrete Entries:

Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

Staffing

Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a City decision, and the City's representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal.

Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the firm. The City will not pay the costs of bringing a new attorney up to speed.

If more than one attorney is going to perform the same task, prior approval from the City must be had. This includes document review.

Written Memoranda

If legal research results in a written memorandum, whether formal or informal, a hard copy and a digital copy should be forwarded to the City.

Internal Conferencing

Regardless of how many people from your firm attend a meeting, only one may bill the time.

Travel

Mileage will be reimbursed at the current IRS rate. Air travel will be reimbursed at coach or lower rate. Overnight accommodations shall not exceed \$110/night without prior approval. Meals while traveling must be reasonably priced. No reimbursement of alcoholic beverages is allowed.

Hourly Rates

Hourly rates may not be increased without the written approval of the City. Only reasonable rates will be approved for payment. All rates shall be approved prior to invoicing or payment.

Out-of-Pocket Disbursements

The City agrees to reimburse the Firm, in accordance with the procedures set out here, for similar out-of-pocket expenses charged by the Firm as a standard practice to its clients, unless expressly denied by these guidelines. In any billing for disbursements, the Firm shall provide the City with a statement breaking down the amounts by category of expense.

The following items will not be reimbursed, unless the City has specifically agreed to accept the following expenses:

- (1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.
- (2) Storage of open or closed files, rent, electricity, air conditioning, local telephone, postage, receipt or local transmission of facsimile documents, rental of equipment including computers, meals served at meetings, or any other items traditionally associated with overhead.
- (3) Litigation support or any other service in excess of the amount actually expended by the Firm for such service. The City will not pay for any incremental amount, whether it is intended to recover the cost of equipment and hardware or not.

- (4) Photocopy charges in excess of \$.10 (ten cents) per page.
- (5) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.
- (6) Overtime compensation. Where case requirements demand overtime, the City will consider reimbursement on a case-by-case basis. The City will not reimburse overtime incurred for the convenience of the Firm where the deadline was known in advance.
- (7) Equipment, books, periodicals, research materials, online research, Westlaw/Lexis or like items.
- (8) Express charges, overnight mail charges, messenger services or the like, without the City's prior consent. The City expect these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the City will consider reimbursement on a case-by-case basis.
- (9) Air travel fares in excess of economy or coach class fares; lodging, meals, and ground transportation expenses in excess of \$250 per day.
- (10) Videotaping of depositions, investigative services, outside photocopying, and computer litigation support services unless the City gives prior written approval.

Records

The individual disbursement records customarily maintained by the Firm for billing evaluation and review purposes shall be made available to the City in support of bills rendered by the Firm.

Invoices

The Firm agrees to forward to the City a statement of account for each one month (or, if requested by the City, two-week) period of services under this Agreement, and the City agrees to compensate the Firm on this basis.

The Firm will submit monthly invoices to the City Attorneys' Office to the attention of the Noah J. Brazier by the 15th of each month for services rendered the previous month. Invoices shall include a distinct identification number. Both the amount invoiced for the billing period and the total amount then owed (the balance forward) shall be set forth. Invoices shall provide detailed billing information including, but not limited to, a detailed description of the service rendered, date of service, attorney time devoted to service, attorney name, billing rate, and total amount billed for each service. Invoices will also include a breakdown of all Disbursements by category of expense. A receipt for each category of expense must accompany the invoice to qualify for

reimbursement by the City. The parties agree that if the City questions any item on an invoice, the Firm will provide all supporting information to substantiate the billing and will make any appropriate adjustments.

Media Inquiries

Media inquiries related to the subject of this contract should be immediately communicated to the Office of the City Attorney and not answered by the Firm without City approval.

EXHIBIT C

TIME SCHEDULE

Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or December 1, 2014, whichever is the earliest.

EXHIBIT D

INSURANCE

1. **Types of Insurance.** At all times during the term of this Agreement, the Law Firm shall maintain insurance coverage as follows:
 - 1.1 **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of one million dollars [\$1,000,000] per occurrence and subject to an annual aggregate of five million dollars [\$5,000,000]. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - 1.2 **Commercial Automobile Liability.** For all of the Law Firm's automobiles including owned, hired and non-owned automobiles, the Law Firm shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - 1.3 **Workers' Compensation.** For all of the Law Firm's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Law Firm shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Law Firm shall provide an endorsement that the insurer waives the right of subrogation against the City and their respective elected officials, officers, employees, agents and representatives.
 - 1.4 **Professional Liability.** For all of the Law Firm's employees who are subject to this Agreement, the Law Firm shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$ 2 million annual aggregate. The Law Firm shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Services or termination of this Agreement whichever occurs last. The Law Firm agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.
2. **Deductibles.** All deductibles on any policy shall be the responsibility of the Law Firm and shall be disclosed to the City at the time the evidence of insurance is provided.

3. **Acceptability of Insurers.**

3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4. **Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Law Firm's insurance and shall not contribute to it.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Law Firm's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Law Firm.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Law Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

5. **Reservation of Rights.** The City reserves the right, from time to time, to review the Law Firm's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Law Firm for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.
6. **Additional Insurance.** The Law Firm may obtain additional insurance not required by this Agreement.
7. **Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Pyle Sims Duncan & Stevenson, APC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 401 B Street, Suite 1500

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 687-5200 Fax Number: (619) 687-5210

Name of Company CEO: Gerald N. Sims

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: Professional Law Corporation Type of License: _____

The Company has appointed: Wanda Madison, Administrator

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 401 B Street, Suite 1500, San Diego, CA 92101

Telephone Number: (619) 699-5205 Fax Number: (619) 687-5210

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Pyle Sims Duncan & Stevenson, APC
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of September 13, 2013

[Signature] Susan C. Stevenson
(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Pyle Sims Duncan & Stevenson, APC

DATE: 6/19/2013

OFFICE(S) or BRANCH(ES): 1

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial		1											
Professional											3	4		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	1											5		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1									3	9		
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Grand Total All Employees

14

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

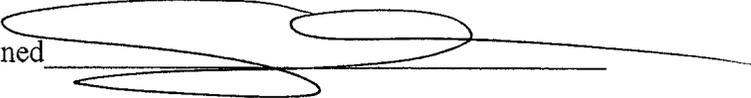
PROJECT TITLE: In re Rural/Metro Corporation

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Pyle Sims Duncan & Stevenson, APC

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Sub-consultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 

Printed Name Susan C. Stevenson

Title Shareholder

Date September 3, 2013



City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name: (as reported on W9)	<input style="width: 100%;" type="text" value="Pyle Sims Duncan & Stevenson, APC"/>		
Firm Address:	<input style="width: 100%;" type="text" value="401 B Street, Suite 1500"/>		
City:	<input style="width: 300px;" type="text" value="San Diego"/>	State: <input style="width: 50px;" type="text" value="CA"/>	Zip: <input style="width: 100px;" type="text" value="92101"/>
Phone:	<input style="width: 250px;" type="text" value="619-687-5200"/>	Fax:	<input style="width: 250px;" type="text" value="619-687-5210"/>
Taxpayer ID:	<input style="width: 250px;" type="text" value="33-0597691"/>	Business License:	<input style="width: 200px;" type="text" value="B1993007781"/>
Website:	<input style="width: 100%;" type="text" value="www.psdslaw.com"/>		

Contact Info:

Contact Name:	<input style="width: 100%;" type="text" value="Susan C. Stevenson"/>		
Title:	<input style="width: 100%;" type="text" value="Shareholder"/>		
Email:	<input style="width: 100%;" type="text" value="sstevenson@psdslaw.com"/>		
Phone:	<input style="width: 250px;" type="text" value="619-699-5240"/>	Cell:	<input style="width: 250px;" type="text"/>

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:	<input style="width: 100%;" type="text"/>		
City:	<input style="width: 300px;" type="text"/>	State: <input style="width: 50px;" type="text"/>	Zip: <input style="width: 100px;" type="text"/>

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:	<input style="width: 100%;" type="text"/>		
City:	<input style="width: 300px;" type="text"/>	State: <input style="width: 50px;" type="text"/>	Zip: <input style="width: 100px;" type="text"/>

Contractor Licenses (if applicable)

License Number:	<input style="width: 200px;" type="text"/>	License Type:	<input style="width: 200px;" type="text"/>
License Number:	<input style="width: 200px;" type="text"/>	License Type:	<input style="width: 200px;" type="text"/>
License Number:	<input style="width: 200px;" type="text"/>	License Type:	<input style="width: 200px;" type="text"/>

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Pyle Sims Duncan & Stevenson, APC

Product/Services Information:

NIGP Codes:

* 96149

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input checked="" type="checkbox"/> Partnership
*Required		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
	<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity:

*

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* OBE

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE*	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
ELBE*	(Emerging Local Business Enterprise)
UDBE	(Underutilized Disadvantaged Business Enterprise)
DPBT	(Persons With A Disability or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transgender Business Enterprise)
EBE	(Emerging Business Enterprise)

* Requires certification by the City of San Diego Equal Opportunity Contracting Office.

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

California State Tax Permit #:

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619-236-5904

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3004 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the City Manager in making this determination and to fulfill the requirements of §22.3004(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the City an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

In re Rural/Metro Corporation

B. BIDDER/CONTRACTOR INFORMATION:

Pyle Sims Duncan & Stevenson, APC

Legal Name	DBA		
<u>401 B Street, Suite 1500 , San Diego, CA 92101</u>			
Street Address	City	State	Zip
<u>Susan C. Stevenson, Shareholder,</u>	<u>619-687-5200</u>	<u>619-687-5210</u>	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 01 / 01 / 1994 State of incorporation: CA

List corporation's current officers: President: Gerald N. Sims
Vice Pres: Peter L. Duncan/Michael M. MacKinnon
Secretary: Susan C. Stevenson
Treasurer: Gerald N. Sims

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: / / State of formation:

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: / / State of formation:

List names of all firm partners:

Sole Proprietorship Date started: / /

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: / /

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
- Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §§22.3004:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the City within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the City within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the City updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the City within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Susan C. Severson

Print Name, Title



Signature

September 13 2013

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

Project Title: N/A Work Order No: _____ Contact Name: _____
 Contractor: N/A Address: _____



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Ave., Suite 200 – San Diego, CA 92101
 (619) 236-6000, FAX: (619) 235-5209

FINAL SUMMARY REPORT

The objective of the *Equal Employment Opportunity Contracting Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

Additionally, San Diego Municipal Code Sections 22.2701 through 22.2707, requires all prime contractors doing business with the City, and their subcontractors, to comply with the City’s Equal Employment Opportunity Outreach Programs. Contractor’s must maintain records of all subcontracts entered into with all firms, all project invoices received from subcontractors, vendors/suppliers, all purchases of materials and services from vendors/suppliers, and all joint venture participation. Records must show name, telephone number including area code, and business address of each subcontractor, vendor/supplier, and joint venture partner, and the total amount actually paid to each firm.

These records maintained must be consolidated into a **Final Summary Report**, certified as correct by an authorized representative of the prime contractor, and submitted to the Resident Engineer with a copy to the EOC Program Manager at 1200 Third Ave., Suite 200, San Diego, CA 92101, thirty (30) days prior to completion. A Notice of Completion and Acceptance will not be filed by the City until after its review of the **Final Summary Report**.

Form to be returned to: _____
 (Field Engineer)

Subcontractor/Supplier/Trucker Name, Address and Telephone #	Certification Type*	Description of Work	Contractor(C) Vendor (V) Supplier (S) Trucker (T)	Joint Venture Partner Y/N	Original \$ Amount	Final \$ Amount	Reason for Discrepancy (Change Order Nos. and \$)

*DBE, DVBE, MBE, WBE, OBE
 The above-listed Final Summary Report is complete and certified as correct by:
N/A

Signature- (authorized representative of the prime contractor) _____ **Title** _____ **Telephone Number** _____ **Date** _____