

**LEGAL SERVICES AGREEMENT
WITH THE LAW FIRM OF DAPEER ROSENBLIT & LITVAK LLP FOR CRIMINAL
PROSECUTION LEGAL SERVICES FOR THE CITY OF MANHATTAN BEACH**

This Legal Services Agreement (“Agreement”) is made and entered into as of July 19, 2023 (“Effective Date”), by and between the City of Manhattan Beach (“City”) and the law firm of Dapeer Rosenblit & Litvak LLP, a California limited liability partnership (“Law Firm”) for as-needed criminal prosecution services. City and Law Firm are sometimes referred to herein as “parties”, and individually as a “party”.

RECITALS

- A. City is a general law city in the County of Los Angeles.
- B. From time-to-time, the City Council will engage the services of legal special counsel.
- C. Legal Firm specializes in providing criminal prosecution services.
- D. Legal Firm has submitted a proposal, dated June 28, 2023, to provide criminal prosecution services. Such proposal (“Proposal”) is attached hereto as Exhibit A.

BASED UPON THE FOREGOING RECITALS, AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to Manhattan Beach Municipal Code Section 2.08.160, the City Attorney shall serve as City Prosecutor. The City Council may delegate criminal prosecution, and other legal services, to special counsel.

2. **LEGAL SERVICES TO BE PROVIDED.**

A. Law Firm shall be the primary attorney prosecuting Municipal Code violations, act as Special Counsel, and perform such services as are requested by the City Attorney, City Manager or their designees. The Law Firm is hereby authorized to perform all services as are necessary to fulfill their assignments, including, but limited to, initiating criminal and/or civil investigations, obtaining warrants, filing criminal actions, civil actions, administrative proceedings and/or other legal proceedings to enforce City’s municipal code, and if permitted by state law, state misdemeanors, and to undertake all necessary and appropriate actions related thereto (collectively, the “Services”). Law Firm, as authorized by the City Attorney or City Manager, or their designees, shall appear in court, conduct investigations and discovery and utilize all available procedures and seek all available remedies. Law Firm, upon City’s request, shall provide consultation services to City, the City Attorney and City Manager and their designees.

B. Law Firm shall have access to and may review all City records necessary to perform the Services, including police or other City reports. Law Firm shall review and consider requests by City's staff for criminal or civil prosecution; initiation of other actions or proceedings; obtain warrants and court orders; make determinations on whether to file complaints; prepare and serve complaints and legal documents; represent City at court hearings, administrative hearings and other proceedings; perform necessary legal research and investigation; interview witnesses; and undertake such other and further tasks as are necessary to fulfill their obligations under this Agreement.

C. Law Firm is authorized upon request of the City Attorney or City Manager or their designees to provide consulting services with regard to the Manhattan Beach Municipal Code, including amendment thereto and advising department directors and law enforcement personnel.

D. Law Firm shall use its independent judgment in determining whether to recommend the initiation of criminal prosecution to City, which judgment shall be in accordance with all applicable law and the highest ethical requirements of a prosecuting attorney.

E. On a quarterly basis, or more frequently as requested, Law Firm shall provide a status report on such matters to the City Attorney, City Manager and Chief of Police. City may request, in writing, changes in the legal services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

3. **RESPONSIBILITIES OF LAW FIRM AND CITY.** Law Firm shall perform all legal services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City. Law Firm shall keep City informed of progress and developments, and respond promptly to City's inquiries and communications. City will be truthful and cooperative with Law Firm and keep Law Firm reasonably informed of developments; as well as make timely payments required under this Agreement.

4. **COMPENSATION.**

A. **Criminal Prosecution Services.** As full compensation for legal services satisfactorily rendered under this Agreement, City will pay Law Firm for attorney's fees at the hourly rates as follows: for criminal prosecution services, at the rate of \$195.00 per hour for attorney services and, \$185.00 per hour for para professional services. Law Firm will charge in minimum units of one tenth of an hour.

B. **Additional Services.** As full compensation for the additional legal services set forth in Exhibit A, City will pay Law Firm for attorney's fees at the hourly rates set forth on page 4 of Exhibit A.

5. **EXPENSE REIMBURSEMENT.** City will reimburse Law Firm for actual expenses reasonably incurred in the performance of legal services under this Agreement as set forth on pp. 4-5 of Exhibit A, including mileage at the standard rate established by the IRS and other similar expenses incidental to the performance of this Agreement. Such expenses shall be advanced by Law Firm and then billed to City. City will not pay for any costs or services not specified in this Agreement, unless the City authorizes such services or costs in writing prior to Law Firm's performance of those services or incurrence of additional expenses. Notwithstanding this section and Exhibit A, long-distance telephone charges shall not be reimbursed.

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

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

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

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

7. **TERM AND TERMINATION.** This Agreement shall commence as of August 1, 2023 and shall continue until terminated pursuant to this section. City or Law Firm may terminate this Agreement at any time, with or without cause, on written notice to the other party. City shall endeavor, but not be obligated, to provide 10 days written notice to Law Firm. Law Firm shall endeavor, but not be obligated, to provide 30 days written notice to

City prior to termination of this Agreement, and only shall provide shorter notice if circumstances warrant and make such shorter notice reasonable. In the event of termination Law Firm shall comply with all provisions of the Rules of Professional Conduct for the termination of a City relationship and Law Firm and City shall cooperate to transition representation to a new attorney or firm in an expedient manner. In the event Law Firm performs any services for the City after notice of termination has been delivered by either party, Law Firm shall be compensated at the rates and on the terms provided for in this Agreement.

8. **STATEMENTS, PAYMENTS, AND AUDITS OF RECORDS.** Law Firm will send City monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Travel time shall be separately stated and identified in all of Law Firm's monthly invoices to the City. Upon the request of and as directed by the City Manager or his/her designee, Law Firm shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause undisputed invoice amounts to be paid promptly, typically within thirty (30) days of receipt. Any balance will be paid in full within thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to termination of Law Firm. Law Firm shall make all records, invoices, time cards, cost control sheets and other records maintained by Law Firm in connection with this Agreement available during Law Firm's regular working hours to City for review and audit by City.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Law Firm shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Law Firm, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Law Firm shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the parties. Law Firm shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such

defense. Law Firm shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. Law Firm's covenants under this section shall survive the expiration or termination of this Agreement.

10. INSURANCE.

A. *Coverage Levels.* Law Firm shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

- 1) General Liability insurance with a combined single limit of not less than \$1,000,000.
- 2) Workers' compensation coverage in compliance with California law.
- 3) Professional errors and omissions coverage with a minimum limit of liability of 2,000,000.00 in the aggregate, providing coverage for damages or losses suffered as a result of wrongful errors or omissions or neglect by Law Firm that arises out of the professional services rendered by Law Firm under this Agreement. Such insurance may be subject to reasonable terms, limitations and conditions and a self-insured retention or deductible to be borne entirely by Law Firm.

B. *Prerequisites.* The general liability policy of insurance specified above shall:

- 1) Name the City of Manhattan Beach, its elected and appointed officials, officers, agents and employees as additional insureds.
- 2) Provide a minimum 30 days' notice of cancellation, said notice to be provided by insurer, except for non-payment of premium for which 10 days' notice shall be provided by insurer.
- 3) Be maintained in full force and effect throughout the term of this Agreement.
- 4) Be placed with insurance carriers authorized to transact business in California with an A.M. Best rating of no less than A-VII or otherwise acceptable to City.

C. *Prerequisites.* The professional errors and omissions policy of insurance specified above shall:

- 1) Be issued by an insurer that is authorized to do business in the State of California, and have a rating in "Best's" Insurance Guide of at least "A-VII."
- 2) Be on an "occurrence basis" if such coverage is available on a reasonable and commercially practicable basis, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Law Firm shall continue to maintain the insurance in effect for a period of three (3) years after this

Agreement expires or is terminated (hereinafter "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm during the time this Agreement was in effect.

D. *All Insurance Policies.* For all insurance policies specified above, Law Firm shall:

1) Provide City with evidence of the insurance policy and coverage, satisfactory to the City, consisting of a certificate of insurance and a copy of the insurance policy providing the coverage, redacted as may be reasonably necessary to protect confidential business information. The certificate of insurance must reflect that the insurer will provide City with thirty (30) days' notice of any cancellation of coverage except for non-payment of premium, in which case such notice shall be provided not less than 10 days in advance. Law Firm shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

2) Upon the expiration of any policy of insurance required herein, Law Firm shall provide City with evidence that such insurance has been renewed or replaced with another policy providing at least the same coverage. Such evidence of insurance will be furnished at least 72 hours before expiration of coverage.

3) The insurance requirements in this Section are not intended as a limitation on insurance coverage, nor a waiver of any coverage normally provided by any insurance policy issued to Law Firm. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

11. **ARBITRATION OF FEE DISPUTE.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in the County of Riverside, before one arbitrator. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The Arbitrator shall have the authority to set procedures and discovery in the arbitration. In any such matter, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees. Judgment on the arbitrator's written Award may be entered in any court having jurisdiction. The arbitrator's remedial power shall be the same as the remedial power a court would have over the dispute. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall be jointly responsible for the arbitration fees and the arbitrator's compensation and expenses. The arbitrator shall award costs to the prevailing party which shall include reasonable attorneys' fees and any other costs not jointly agreed to be shared between the parties. In the event one party has paid more

than its share of the arbitration fees and the arbitrator's compensation and expenses, the arbitrator may award against any other party the fees, compensation and expenses that the party owes with respect to the arbitration. This section shall survive the expiration or termination of this Agreement.

12. GENERAL PROVISIONS

A. *Attorney's Fees.* The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith except that, subject to the provisions of Section 11. In the event any proceeding is brought by City Council or Law Firm to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party may be entitled.

B. *Notices.* Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Law Firm's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

To City:
City of Manhattan Beach
Attn: City Manager
1400 Highland Avenue
Manhattan Beach, CA 90266

To Law Firm:
William Litvak, Esq.
Dapeer Rosenblit & Litvak, LLP
11500 W. Olympic Boulevard
Los Angeles, CA 90064

With a courtesy copy to:
Quinn M. Barrow, City Attorney
Richards, Watson & Gershon
350 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Email: qbarrow@rwglaw.com

C. *Signatories.* Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

D. *Independent Contractor.*

1) Law Firm is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Law Firm or under its supervision. Law Firm will determine the means, methods, and details of performing the services. Any additional personnel performing services

under this Agreement on behalf of Law Firm shall also not be employees of City and shall at all times be under Law Firm's exclusive direction and control. Law Firm shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Law Firm shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2) Law Firm shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Law Firm's personnel practices. City shall have the right to offset against the amount of any fees due to Law Firm under this Agreement any amount due to City from Law Firm as a result of Law Firm's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

F. *Prohibition of Assignment and Delegation.* Law Firm shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Law Firm from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

G. *No Third Party Beneficiaries Intended.* This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

H. *Waiver.* No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right

or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

I. *Final Payment Acceptance Constitutes Release.* The acceptance by Law Firm of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Law Firm for anything done, furnished or relating to Law Firm's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Law Firm, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Law Firm, its employees, subcontractors and agents.

J. *Entire Agreement.* This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

K. *Modification or Amendment to Agreement.* This Agreement and the provisions set forth herein may be modified or amended only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both Law Firm and the City Manager.

L. *Headings.* The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

M. *Word Usage.* Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

N. *Severability.* If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

O. *Counterparts.* This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

P. *Corporate Authority.* Each person executing this Agreement on behalf of his or her party warrants that he or she is duly authorized to execute this

Agreement on behalf of that party and that by such execution, that party is formally bound to the provisions of this Agreement.

Q. Exhibit A is attached hereto are incorporated herein by reference. In the event of any conflict between this Agreement and Exhibit A hereto, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

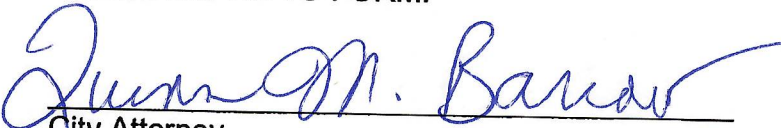
CITY OF MANHATTAN BEACH

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

DAPEER ROSENBLIT & LITVAK, LLP

By: 

William Litvak
Title: Managing Partner

By: 

Eric Markus
Title: Partner

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

EXHIBIT A
PROPOSAL
DATED JUNE 28, 2023

DAPEER ROSENBLIT LITVAK LLP
L A W Y E R S

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

*MANAGING PARTNER

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

WRITER'S EMAIL
WLITVAK@DRLLAW.COM

June 28, 2023

Via Mail and Email: qbarrow@rwglaw.com

Quinn Barrow
City Attorney
City of Manhattan Beach
c/o Richards, Watson & Gershon
350 South Grand Avenue
37th Floor
Los Angeles, CA 90071

Re: Proposal for City of Manhattan Beach

Dear Mr. Barrow:

We are pleased to provide our firm's proposal code enforcement prosecution and related services to the City of Manhattan Beach ("City").

Introduction:

Dapeer Rosenblit & Litvak, LLP ("DRL") has been providing code enforcement services to the throughout Southern California since 1979. During that time, we have assisted the Cities with criminal prosecution services, ordinance review and consulting, civil code enforcement proceedings, receiverships (both Health and Safety Code and general receivership proceedings), administrative proceedings, civil litigation and specialty services. We regularly file criminal complaints and civil actions to address violations of the municipal code and to abate public nuisances. We also utilize inspection and abatement warrants to gain access to investigate and abate illegal conditions.

We have a thorough and complete knowledge of the structure and content of municipal codes used by cities in the same geographical area as the City as applicable to both municipal corporations and charter cities. We are also knowledgeable and experienced in the Brown Act and the Public Records Act, California and Federal Constitutional issues applicable to the enforcement of municipal law. We are also expert in all technical codes adopted by the State of California, including the Building Code, the Fire Code, the Plumbing Code, the Electrical Code, the Dangerous Buildings Code, the Housing Code. DRL's attorneys regularly teach code enforcement substantive and procedural law throughout California and participate in training programs for code compliance professionals.

During the past forty years we have had an overwhelming record of success in helping Cities achieve their goals to improve and maintain the quality of life for their residents and businesses. We work collaboratively with city attorneys to assure that our work integrates seamlessly into the work that they perform for their cities.

Services available:

We regularly provide services in the following areas of practice:

- Administrative Citations and Appeals
- Administrative Enforcement and Hearings
- Adult-oriented business regulation and enforcement
- Appellate Practice
- Civil Rights Defense
- Code Enforcement Program design and management consulting services
- Criminal Prosecution
- Dangerous and substandard housing and structures, and abandoned buildings.
- Enforcement of Conditional Use Conditions.
- General Commercial Litigation
- Homeless Encampments and ancillary issues.
- Illegal construction.
- Illegal uses of property.
- Inverse Condemnation Defense
- License revocation.
- Mandamus Proceedings
- Marijuana regulation consulting and enforcement
- Municipal Litigation
- Ordinance Review and consulting
- Pitchess Motions
- Public Nuisances
- Public Record Request Compliance
- Receiverships – general and health and safety code
- Red Light Abatement, including lewd conduct, gambling, controlled substances, drug houses.
- Revocation and modification of Conditional Use Permits.
- Risk assessment
- Training and staff education programming
- Technical code compliance, including building, plumbing, electrical, mechanical, residential and all California and International Building codes.

We are also familiar with Community Development Block Grant (“CDBG”) programs and have worked with and been authorized to represent constituent cities by Joint Powers Authorities and ICRMA.

Professionals:

Overall supervision of code enforcement services is the responsibility of the managing partner of the firm, William Litvak. The lead partner related to all criminal prosecutions is managed by Jim Eckart.

William Litvak has been a trial lawyer for over 40 years, the past thirty of which have including code enforcement and municipal litigation services. He has tried numerous cases, both jury and non-jury, both generally and specifically related to code enforcement services. He has appeared before the California State Supreme Court, the California Courts of Appeal, the United States Districts Courts, the Ninth Circuit Court of Appeals. He is licensed by the California State Bar, the Federal District Courts for all districts in California, the Ninth Circuit Court of Appeals, and the United States Supreme Court. He has been awarded an “AV” rating from the Martindale-Hubbell, a peer reviewed lawyer registry and has been designated a “Super Lawyer” for Southern California. He has additionally served as an arbitrator, settlement officer, and judge pro tem for the Los Angeles Superior Court, and has been an instructor, guest speaker, and/or lecturer on such topics as medical marijuana dispensaries, “red light” (gambling and prostitution) nuisance abatement, narcotics nuisance abatement, injunctions and receiverships, and red-light photo enforcement. Mr. Litvak was selected to represent all of the member cities of the California Contract Cities Association in a contractual dispute with the County of Los Angeles related to a multimillion-dollar contract for sheriff services. Mr. Litvak is a graduate of the University of California where he received a Bachelor of Arts Degree and California Western School of Law where he received his Juris Doctorate degree. He also attended the National Institute for Trial Advocacy.

James Eckart, partner, has spent the past 23 years (both as a City Prosecutor and with the Los Angeles County District Attorney’s Office) criminally prosecuting individuals who violate State and local laws. He has been an instructor, guest speaker, and/or lecturer for numerous Police Departments, the Los Angeles County Sheriff’s Department, Code Enforcement Officer associations, Los Angeles County Health Department, and other governmental personnel on investigation techniques, search & seizure issues, report writing, and court procedures and testimony. Mr. Eckart serves as an adjunct faculty member of Santiago Canyon College, teaching courses on public policy and legal aspects of law enforcement. Mr. Eckart has also authored and presented training to over 300 City Attorneys (through the League of California Cities) on how to successfully prosecute municipal code violations. Additionally, Mr. Eckart regularly drafts ordinances and/or revisions to municipal code provisions to ensure clients have the most up-to-date tools available to tackle issues arising within their jurisdiction. Mr. Eckart received his

Bachelor of Arts degree from the University of California and his Juris Doctorate from Loyola School of Law.

Staff attorneys that will be available to perform services for the City include:

William Litvak, Managing Partner and Chief Trial Counsel
James Eckart, Partner, Supervising Criminal Prosecutor
Steven Rosenblit, Founding Partner
Ken Dapeer, Founding Partner
Eric Markus, Trial Counsel
Brandon Sanchez, Trial Counsel:
Jocelyn Corbett, Senior Counsel
Patricia Fitzgerald, Senior Counsel:
Aria Guilani, Trial Counsel
Steve Stueber, Paralegal:

Proposed Fees:

The Firm proposes to provide services based upon the hourly rates set forth below, calculated by the 1/10th of an hour.

DRL hourly rates – fiscal year 2023-2024:

- A. Criminal Prosecution Services – \$195/hour.
- B. Administrative Remedies Services - \$225/hour.
- C. Code Enforcement General Municipal Litigation and Appellate Services, including Health and Safety Code Receiverships - \$245/hour.
- D. Para-professional Services - \$185/hour.
- E. Expenses and Costs

In addition to fees, the Firm would be entitled to reimbursement of costs and expenses incurred in performing our services. Such costs would include, but not be limited to:

- Process server fees and charges – As incurred for service of “Notices to Appear,” filing of pleadings in court and the procurement of certified public records when not otherwise available from our electronic service providers, and other similar charges.
- Online 3rd party database providers – Transaction fee of \$15 for each request/search, in addition to actual charges for the service provider. These searches include property ownership information, lien and/or loan documents, corporate or other business information, and “discovery” on individuals to identify and locate responsible parties.

Quinn Barrow
City Attorney
June 28, 2023
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DAPEER, ROSENBLIT & LITVAK LLP

- Online legal research charges – As incurred.
- Copier charges – B&W – 10¢/page; Color - 25¢/page.
- Postage – As incurred.
- Exhibit preparation (including enlargement of photographs) – As incurred.
- Court reporter or transcript fees – As incurred at cost.
- Approved travel expenses reimbursed at cost.
- Parking, entrance, or other fees incurred to attend hearing or proceeding, reimbursed at cost.
- Any extraordinary expenses (e.g., 3rd party expert witness or consulting fees) incurred with prior City approval.

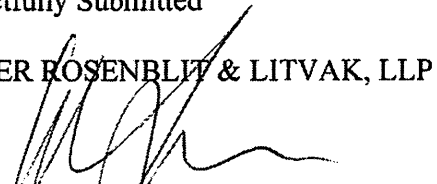
No monthly retainer is requested.

We thank you for your interest in our firm We are happy to provide any further information you require.

Respectfully Submitted

DAPEER ROSENBLIT & LITVAK, LLP

By



William Litvak, Managing Partner

Cc: Kenneth Dapeer