

**CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE
FORMER REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY
PARK FINANCING AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD
ABATEMENT DISTRICT AND AGENDA**

**SPECIAL MEETING
Wednesday
January 19, 2022
5:30 p.m.**

ASSEMBLY BILL NO. 361

These meetings will be conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution.

Accordingly, Councilmembers will be provided with meeting login information; they will not be physically present at Council Chambers.

The public may provide public comment utilizing the methods set forth below.

Note that City Hall is currently closed to the public. You will not be admitted to City Hall.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at www.montereypark.ca.gov/AgendaCenter/City-Council-17.

The Special Meeting will not be televised on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or on the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>.

PUBLIC PARTICIPATION

In accordance with Government Code § 54953(e) and City Council resolution, remote public participation is allowed in the following ways:

Via Email

Public comment will be accepted up to 2 hours before the meeting via email to mpclerk@montereypark.ca.gov and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling **(888) 788-0099** or **(877) 853-5247** and entering Zoom Meeting ID: **861 1666 1949** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk’s office will be notified, and you will be in the rotation to make a public comment. Press “*6” to unmute yourself when called upon to speak Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda items. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER

Mayor

ROLL CALL

Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu

PUBLIC COMMUNICATIONS. Pursuant to Government Code Section 54954.3(a), the public may address the City Council only on matters listed on the Agenda. Those wishing to speak on an agenda item must utilize one of the methods listed above. No other public comment will be accepted. Attempts to provide comment at times not designated on the agenda may result in the City dropping you from the meeting.

ORAL AND WRITTEN COMMUNICATIONS

The City Council will recess to Closed Session following public comment and the Open Session items if any. Public participation is not allowed during Closed Session.

[1.] OPEN SESSION

1-A RECOMMENDATION BY THE CITY TREASURER TO TRANSFER IDLE FUNDS FROM THE LOCAL AGENCY INVESTMENT FUND TO THE LOS ANGELES COUNTY INVESTMENT POOL

It is recommended that the City Council consider:

- (1) Authorizing the City Manager, or designee, to transfer idle funds from the Local Agency Investment Fund to the Los Angeles County Pooled Investment Fund upon recommendation by the City Treasurer; and
- (2) Taking such additional, related, action that may be desirable.

1-B LEGAL SERVICES AGREEMENTS WITH LEHAVI STARGARDTER, LLP.

It is recommended that the City Council consider:

- (1) Authorize the City Manager to execute a standard legal retainer agreement Lehavi Stargardter, LLP in a form approved by the City Attorney for on-call legal services
- (2) Taking such additional, related, action that may be desirable.

[2.] CLOSED SESSION

2-A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2):
2 matters. **FACTS AND CIRCUMSTANCES:** Not disclosed pursuant to
Government Code § 54956.9(e)(1).

**2-B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - GOV. CODE §
54956.9(D)(1). NUMBER OF CASES: 1.**

Lydia Quintanilla v. City of Monterey Park (filed April 4, 2017) LASC Case No.
20STCV47669.

Upon conclusion of the Closed Session, the Mayor and/or City Attorney will announce any reportable actions accordance with the Brown Act at either the conclusion of this meeting or at the January 19, 2022, 6:30 p.m. Regular City Council Meeting.

ADJOURN



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: 1-A

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Recommendation by the City Treasurer to transfer idle funds from the Local Agency Investment Fund to the Los Angeles County Investment Pool

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager, or designee, to transfer idle funds from the Local Agency Investment Fund to the Los Angeles County Pooled Investment Fund upon recommendation by the City Treasurer; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

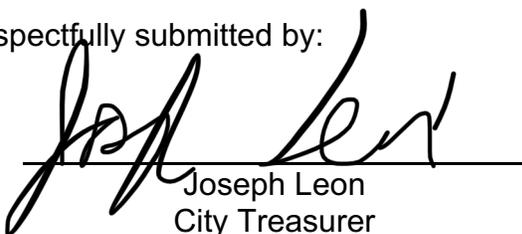
At the September 15, 2021, Council Meeting, City Council directed the Investment Committee to return to Council with a plan to diversify the City's Investment Portfolio. Since then, the City Treasurer requested the City Manager, or designee, to transfer idle funds from the Local Agency Fund (LAIF) to the Los Angeles County Pooled Investment Fund (LACPIF). To ensure compliance with the Investment Policy, the City Council is requested to direct the City Manager, or designee, to transfer additional funds as recommended by the City Treasurer.

BACKGROUND:

Section XII, Diversification, of the City's Investment Policy reads, "...investments should be diversified by security and institution." As of December 31, 2021, LAIF has \$36.8 million and LACPIF has \$37.7 million.

As of December 31, 2021, LAIF interest rate is at .210% and LACPIF interest rate is at .520%. LACPIF has a higher yield, therefore, the City Treasurer is requesting to transfer idle funds from LAIF to LACPIF. Additional City Council authority is desirable for such transfer because placing additional funds into LACPIF would cause most of the City's idle monies to be placed into one particular investment pool. While the City Treasurer's recommendation might be fiscally prudent, the City administration cannot implement that recommendation without the City Council's direction.

Respectfully submitted by:



Joseph Leon
City Treasurer



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: 1-B

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, City Attorney
SUBJECT: Legal Services Agreements with Lehavi Stargardter, LLP.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a standard legal retainer agreement Lehavi Stargardter, LLP in a form approved by the City Attorney for on-call legal services.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City retained Ms. Limor Lehavi in 2019 for special counsel work (insurance coverage) in the Starstone litigation matter. This stems from federal litigation between the reinsurance company for ICRMA (Starstone National Insurance Company), ICRMA, the City of Alhambra, and the City of Monterey Park. Underlying that case is the 2018 settlement agreement between the City of Alhambra and City of Monterey Park where Alhambra agreed to take 100% of the liability stemming from the collision of two firetrucks belonging to Alhambra and Monterey Park. The City Attorney's office was informed in December 2021 that Ms. Lehavi was forming her own firm. The proposed retainer agreement would ensure her continued representation for the City.

FISCAL IMPACT:

Ms. Lehavi's hourly rate is \$350 per hour.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Karl H. Berger", is written over a horizontal line. Below the line, the name "Karl H. Berger" and title "City Attorney" are printed.

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Legal Services Agreements: Lehavi Stargardter, LLP

ATTACHMENT 1
Legal Services Agreements

**LEGAL SERVICES AGREEMENT
LEGAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
LEHAVI STARGARDTER, LLP**

This AGREEMENT is entered into this 18 day of January, 2022 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (“City”) and LEHAVI STARGARDTER, LLP, a limited liability partnership (“Law Firm”).

1. CONSIDERATION.

- A. City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for City that are described below, all for the compensation and subject to the terms and conditions in this Agreement.
- B. *Legal Fees.* City will compensate Law Firm for the services to be provided by Law Firm to City pursuant to this Agreement as follows:
 - i. The current range of hourly rates for Law Firm time is set forth in attached Exhibit “A,” which is incorporated by reference. Law Firm will provide City with written notification of any proposed adjustment in the range of rates 60 days before the effective date.
 - ii. All office, travel and meeting time will be billed at such rates in increments not exceeding one tenth (.1) of an hour.
- C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, City will reimburse Law Firm for actual and necessary ordinary out-of pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to City pursuant to this Agreement. Examples are as follows: deposition fees; postage; messenger/process service; faxes; and document reproduction.
- D. *Reimbursable Extraordinary Expenses.* With City’s prior approval, it will also reimburse Law Firm for extraordinary charges such as for consultants; expert witnesses; travel outside Los Angeles County; and investigative services.
- E. *Non-reimbursable Expenses.* City will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for City audits, billing or budget inquiries; and computer on line charges.
- F. *Billing.* Law Firm will bill City monthly for the services provided by Law Firm to City pursuant to this Agreement, as well as all reimbursable costs and expenses.

All bills for legal fees will set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has specific time recorded. Bills for reimbursable costs and expenses will set forth the cost for each category of such expenses incurred during the billing period in addition to the total cost of the expenses. If the amount charged in any one month for reproduction costs exceeds \$100.00, the billing statement will contain backup documentation. Reimbursement for expenses incurred by an outside vendor will include the vendor's invoice.

- G. *No Double Billing.* Law Firm will not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.
- H. *Payment.* City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City will make its best effort to process and pay such bill within 30 of the receipt of such bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance charge arising out of such delinquency.
- I. *Taxpayer Information.* Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

2. **SCOPE OF SERVICES.** Law Firm will represent City in coverage and coverage litigation matters requested by the City Manager or City Attorney ("Services").

3. **LAW FIRM'S PERSONNEL.**

- A. *Lead Attorney.* All Services provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: Limor Lehavi.
- B. *Assisting Attorneys.* Additional attorneys who will assist the lead attorney in performing the Services include Gail Stargardter and Caley Turner. These attorneys may change, but changes must be identified to City.
- C. *Attorney Changes.* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to City under this Agreement without City's prior written consent.
- D. *Conflicts of Interest.*

- i. Law Firm represents that neither Law Firm nor any of the 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. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. 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 City's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.
- ii. In addition to the requirements 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 neither Law Firm nor any attorney employed by Law Firm will 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 the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement. The provisions of this paragraph may be waived by the written consent of the City Manager.
- iii. Law Firm knows of no conflicts of interest that would preclude it from representing the City on any matter that may come before it. Nevertheless, Law Firm represents a wide variety of clients, including private individuals, businesses and other entities, and from time to time representing either the City or the other client or both. Law Firm is not permitted, nor would it consider, representing another client in any manner that is potentially adverse to the City without its specific written consent. It is possible however, that Law Firm may represent clients that have matters before the City on other matters that are not adverse to the City. For example, Law Firm might provide employment representation to a national retail business that at some time in the future may seek land use approvals in the City. In such a case, Law Firm's representation of that company would be disclosed to the City at the earliest opportunity and the City would then need to evaluate whether it views that representation as in conflict with our representation of the City. Should the City find our representation of such a client objectionable, the City retains the ability to terminate Law Firm's services or refer any matters that may be at issue to another attorney or law firm.

4. EXPERT WITNESSES AND CONSULTANTS. Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with City's prior consent. Upon

retention of an expert witness or other consultant, City's Representative will determine whether the cost of such expert Law Firm will be paid by Law Firm or directly by City. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to City.

5. LIMITATIONS ON REPRESENTATION. In the course of its representation of City in performing the Services, Law Firm will not take any of the following actions without City's prior consent:

- A. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;
- B. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;
- C. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.
- D. Propose or agree to any settlement of the litigation.

6. REPORTS. If the Services constitute litigation, then during the course of its representation of City, Law Firm will provide City's Representative with the following litigation reports:

- A. An initial evaluation report, unless otherwise waived by City Representative and an annual litigation status report during the month of July in each year that this Agreement remains in effect that contains the following information bearing on the litigation that is the subject of this Agreement:
 - i. The name and a very brief description of the litigation;
 - ii. The current procedural status of the litigation;
 - iii. If City appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;
 - iv. If City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims;
 - v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;
- B. A written or oral report on any material change in Law Firm's evaluation of the

litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and

- C. Such other oral or written reports regarding the litigation as may be requested by City's Representative.

7. **FILES.** Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and will remain City's property. However, Law Firm will have the right to retain copies of such files upon completion of the Services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" will include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the Services.

8. **INSURANCE.** Law Firm agrees to provide insurance in accordance with the requirements set forth in attached Exhibit "B," which is incorporated herein. If Law Firm uses existing insurance policies to comply with such requirements, but such policies do not conform to the requirements in all material respects, Law Firm agrees to cause such policies to be amended or supplemented by endorsement or otherwise in a manner necessary to comply with the requirements.

9. **INDEMNIFICATION.**

- A. Except as otherwise provided in this Agreement, Law Firm agrees that it will save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Law Firm or any of Law Firm's officers, agents, employees, or representatives, in the performance of this Agreement.
- B. For purposes of this section "City" includes City's officers, elected and appointed officials, and employees.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

10. **CITY'S REPRESENTATIVE.** The name, address and telephone number of City's Representative is as follows:

Karl H. Berger, City Attorney
2600 West Olive Street, Ste. 500, Burbank, CA 91505
kberger@hensleylawgroup.com
(818) 333-5120

11. **FIRM'S REPRESENTATIVE.** The name, address and telephone number of FIRM's Representative is as follows:

Limor Lehavi, Esq.
LEHAVI STARGARDTER, LLP
P.O. Box 5973
Orange, CA 92683
llehavi@lslawoffices.com
(949) 923-9415

12. **TERMINATION OF SERVICES.** City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm, on the other hand, may terminate this Agreement only with City's written consent, or in the event Law Firm is unable to continue to provide the services required by this Agreement for good cause or causes beyond Law Firm's control.

13. **PERFORMANCE STANDARDS.** While performing this Agreement, Law Firm will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Law Firm of any deficiencies and Law Firm will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Law Firm.

14. **PERMITS AND LICENSES.** Law Firm, at its sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by Law Firm, in connection with the performance of services under this Agreement.

15. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Law Firm under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Law Firm's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **ASSIGNABILITY.** This Agreement is for Law Firm's professional services. Law Firm's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** City and Law Firm agree that Law Firm will act as an independent contractor and will have control of all work and the manner in which it is performed. Law Firm will be free to contract for similar service to be performed for other employers while under contract with City. Law Firm is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Law

Firm as to the details of doing the work or to exercise a measure of control over the work means that Law Firm will follow the direction of the City as to end results of the work only.

18. AUDIT OF RECORDS. Law Firm will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Law Firm will retain such financial and program service records for at least four years after termination or final payment under this Agreement.

19. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

21. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

22. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

23. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City's city manager, or designee, may execute any such amendment on behalf of City.

24. ELECTRONIC SIGNATURES. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

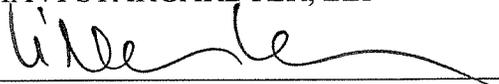
25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

LEHAVI STARGARDTER, LLP

Ron Bow,
City Manager



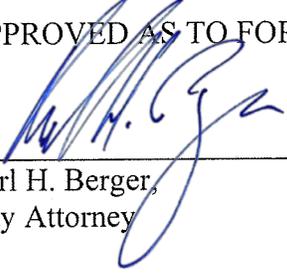
Limor Lehavi,
Managing Partner

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. 87-4198353

APPROVED AS TO FORM:



Karl H. Berger,
City Attorney

Exhibit A

PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partner \$350/hr.

Associate \$300/hr.

Paralegal \$150/hr.

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

A. **Types and Amounts of Insurance Coverage.** Law Firm will provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein

| <u>Type of Insurance</u> | <u>Limits (comb. single)</u> |
|--------------------------|------------------------------|
| Errors and omission | \$1,000,000 |
| Business auto liability | \$1,000,000 |
| Workers comp. | Statutory requirement |

B. **Insurance Policy Forms and Provisions.** The insurance policies provided by Law Firm in compliance with the requirements of this section will conform to all of the following requirements regarding policy forms and provisions

(1) Errors and Omissions Insurance will be provided covering liability for professional malpractice. Such coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis, Law Firm will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the “extended insurance”). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm, or the officers, employees or agents of Law Firm during the time this Agreement was in effect.

(2) Business Auto Coverage will be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City’s officers, employees, agents and volunteers will be named as additional insureds under such insurance coverage using ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage will be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(3) Workers’ Compensation/Employer’s Liability Coverage will provide workers’ compensation statutory benefits as required by law. Unless otherwise agreed, this policy will be endorsed to waive any right of subrogation as respects the City and City’s officers, employees, agents and volunteers. Employer’s liability coverage provided by such insurance will be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Law Firm agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(1) Unless otherwise approved by City, Law Firm's insurance will be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(2) Law Firm will provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Law Firm will 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.

(3) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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. Coverage will not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(4) Law Firm will ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Law Firm and City, between Law Firm and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(5) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, will not prohibit Law Firm, and Law Firm's employees or agents, from waiving the right of subrogation before a loss. By these presents, Law Firm waives its right of subrogation against the City.

(6) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(7) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Law Firm, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Law Firm pursuant to this Agreement

(8) Law Firm will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(9) Law Firm will require all subcontractors or other parties hired by Law Firm to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance will name as additional insureds all parties to this Agreement. Law Firm will obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Law Firm, or contracts Law Firm enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Law Firm will provide City with all agreements with subcontractors or others with whom Law Firm contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(10) Law Firm will provide immediate notice to City of any claim against Law Firm or any loss involving Law Firm that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City will not incur any obligation or liability by reason of the receipt of such notice. However, City will have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(11) In the event of any loss that is not insured due to the failure of Law Firm to comply with these requirements, Law Firm will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.