

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF UPLAND  
AND CIVICA LAW GROUP, APC**

**1. PARTIES AND DATE.**

This agreement ("Agreement") is made and entered into on November 14, 2023 by and between the CITY OF UPLAND ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Consultant"). Consultant and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

**2. RECITALS.**

2.1 The City wishes to engage the services of Consultant to provide code enforcement services as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

**3. TERMS.**

3.1 Scope of Services. Consultant shall serve as the City Prosecutor on those matters assigned to it by the City and shall provide legal representation, advice and services relating to enforcement of the City's municipal code, State laws and other applicable laws, including but not limited to, providing code enforcement training to City staff, code enforcement related advice, recommendations on possible municipal code revisions pertaining to code enforcement, interpretations of local, State and Federal law as it pertains to code enforcement, representing the City in judicial and administrative and other actions regarding code enforcement, and other code enforcement related work as may be assigned to Consultant by the City.

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

3.3 Compensation. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference.

Consultant's employment and compensation is in no way contingent on any result or outcome, or its exercise of its prosecutorial discretion in determining whether or how to file cases referred to it or prosecutions or dispositions thereof. Consultant cannot and does not represent, promise or guarantee any particular outcome. Consultant shall correspond closely with, receive direction and input, to the extent provided by law, from, and provide regular updates to appropriate City staff on matters handled by the Consultant.

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

3.5 Statements and Billing. Consultant shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement.

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

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

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

A. Consultant represents that neither Consultant for any of its attorneys or other persons employed by Consultant 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 Consultant or an attorney or other person employed by Consultant acquires such an interest while this Agreement remains in effect, Consultant 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, Consultant agrees that unless waived in writing by the City, neither Consultant nor any attorney employed by Consultant shall represent clients before any board,

commission, committee or department of City or represent a client adverse to City for a period of one (1) year from the date of completion of the services to be provided to City pursuant to this Agreement or the early termination of the Agreement as provided for in Section 3.10.

### 3.8 Client Files.

A. At the conclusion of this Agreement, the original client files for the work performed under this Agreement for the City shall be made available to City. Consultant will be entitled to make copies of the client files. At the conclusion of this Agreement, (whether or not City takes possession of the client files), City shall take possession of any and all original documents that may be in the client files and Consultant shall have no further responsibility with regard to such documents.

B. If City does not take possession of the client files at the conclusion of the Agreement, Consultant shall store such client files for a period of at least one (1) year. At any time after the conclusion of such one (1) year period, Consultant may send to City a notice, advising of Consultant's intention to dispose of the client files. The City shall have ninety (90) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that Consultant may dispose of the client files without further notice, provided Consultant has no reason to believe that the items proposed to be destroyed are things required by law to be maintained or that would be reasonably necessary to the City to establish a right or a defense to a claim. If Consultant has reason to believe that the files contain items that are required by law to be retained or that the City will reasonably need to establish a right or a defense to a claim, Consultant will inspect the files for such items and will retain the items for the period required by law or according to the reasonably foreseeable needs of the City, at the discretion of the City Manager.

3.9 Independent Contractor. No employment relationship is created by this Agreement. Consultant shall perform all legal services required under this Agreement as an independent contractor of the City and shall remain a wholly independent contractor of the City with only such obligations as are required under this Agreement. Notwithstanding the foregoing, for purposes of any legal claims against Consultant arising from its provision of services to the City pursuant to this Agreement, Consultant shall be entitled to all defenses provided by law to City officials and prosecutors, and to City's statutory duties to the office of the city prosecutor pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Consultant for actions within the scope of its engagement hereunder. This shall not in any way create a duty for the City for actions or claims arising solely from Consultant's willful negligence. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents or employees, render the legal services required under this Agreement or its internal employment or compensation decisions, except as otherwise set forth herein, or as required by law. Because Consultant shall serve as the City's municipal code prosecutor, and as required by law, City acknowledges and agrees that Consultant's determinations with regard to prosecution of cases referred to it and outcomes of such prosecutions shall not affect Consultant's retention by City; this Agreement shall not in any way be affected by outcomes of cases referred to Consultant pursuant to this Agreement.

3.10 Term; Termination of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein. City or Consultant may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice to the other party. In the event of such termination, Consultant shall comply with all provisions of the Rules of Professional Conduct for

the termination of a client relationship and the City shall pay Consultant professional fees and costs, in accordance with this Agreement, for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Consultant to withdraw as attorneys of record in any legal action then pending. Consultant shall cooperate to transition representation to a new attorney or firm in an expedient manner and make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

3.11 Insurance Coverage. Throughout the duration of this Agreement, Consultant will maintain the following policies of insurance in full force and effect, paid for at its own expense, with insurance companies licensed in the State of California, and shall provide proof of insurance upon demand:

- A. Professional Liability Insurance. Consultant shall carry professional liability errors and omissions insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. General Liability and Automobile Insurance. Consultant shall carry general liability and automobile insurance with the minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- C. Workers' Compensation Insurance. Consultant has and will continue to carry workers' compensation insurance as required by the State of California. Consultant carries employer's liability insurance with a minimum coverage of \$1,000,000.

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

3.13 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

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

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

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

waiver unless the writing expressly so states.

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

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

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

To Consultant:

4000 Barranca Parkway  
Suite 250, PMB #782  
Irvine, CA 92604  
(949) 592-0165  
Attn: Chief Operating Officer

To City:

460 N. Euclid Avenue  
Upland, CA 91786  
(909) 931-4100  
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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


[SIGNATURES ON FOLLOWING PAGE]

**CITY OF UPLAND**

By:   
Michael Blay, City Manager

Dated: 11-22, 2023

ATTEST:

By:   
Keri Johnson, City Clerk

**CIVICA LAW GROUP, APC**

By:   
Matthew Silver, President

Dated: 11-22, 2023

By:   
Matthew Silver, Secretary

Dated: 11-22, 2023

**EXHIBIT "A"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the tasks in Section 3.1 ("Scope of Services") at the following rates:**

a. Upland Police Department issued criminal citations based on the Upland Municipal Code:

City shall pay a flat fee to Consultant for representing the City in such judicial matters in the amount of \$15,000 per month. Such compensation includes all processing and handling of such criminal citations, including regular updates, legal advisement on citation-related issues and day to day operations and client communications involving such criminal citations. Such compensation excludes services for trials, writs/appeals and probation revocation or modification proceedings, given the unpredictable and unforeseeable nature, and shall exclude costs as provided here, which shall be reimbursed separately by or directly paid by the City. Consultant's compensation is in no way contingent on result or outcome, or its exercise of its prosecutorial discretion in determining whether or how to file cases referred to it or prosecutions or dispositions thereof.

b. All other services, including civil litigation and receiverships:

- Attorneys - \$256 per hour
- Paralegal/clerks - \$153 per hour

Consultant's rates shall be subject to an adjustment of up to five percent on July 1 of each year to offset rising costs.

c. Reimbursable costs:

City shall reimburse Consultant for all cost and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research cost, litigation guarantee costs, legal research, printing and document production (at \$0.16 per copy for black & white, and \$0.60 per copy for color), travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation.

Consultant's employment and compensation is in no way contingent on any result or outcome, or its exercise of its prosecutorial discretion in determining whether or how to file cases referred to it or prosecutions or dispositions thereof. Consultant cannot and does not represent, promise or guarantee any particular outcome. Consultant shall correspond closely with, receive direction and input, to the extent provided by law, from, and provide regular updates to appropriate City staff on matters handled by the Consultant.