

# **City Attorney Contract**

**AGREEMENT FOR CITY ATTORNEY SERVICE**

**THIS AGREEMENT**, made and entered into by and between the CITY OF SANTA CLARITA, a general law city (hereinafter "City") and the law firm of BURKE, WILLIAMS & SORENSEN, a partnership (hereinafter "BWS") and shall be dated as of SEPTEMBER 11, 1998. In consideration of the mutual covenants and agreements set forth herein the parties agree as follow:

**SECTION 1. RECITALS.** This Agreement is made and entered into with respect to the following facts:

A. City has heretofore engaged the services of BWS to act as the City Attorney for City and to perform all legal services which are needed by the City; and

B. It is the desire of the parties hereto to formalize, by means of this Agreement, their relationship pertaining to the performance of such legal services; and

C. BWS has agreed to provide such legal services, in the time, manner and for the compensation, as hereinafter set forth; and

D. That City Council of City has heretofore determined that the public interest, convenience and necessity require the execution of this Agreement.

**SECTION 2. LEGAL SERVICES.** BWS shall perform the legal services necessary to serve the City which shall include, but are not limited, to the following:

A. The designated City Attorney shall attend all meetings of the City Council unless excused by the City Manager and the designated Assistant City Attorney shall attend all Planning Commission Meetings unless excused by the City Manager; and

B. Provide legal counsel at such other meetings of boards, commissions and committees of the City as directed by the City Council or City Manager; and

C. Provide legal advice and opinions on all matters affecting the City when requested by the City Council, the City Manager, or a Department Head, and represent the City in administrative proceedings and litigation involving the City which may arise from those matters upon which such advice has been given; and

D. Prepare and approve as to legal form all resolutions, ordinances, contracts, agreements and other legal documents and represent the City in administrative proceedings and litigation involving the City which may arise from those matters upon which such advice has been given; and

E. Undertake civil and criminal prosecution of violations of City ordinances when requested to do so by the City Council or City Manager; and

F. Represent the City in administrative proceedings and civil or criminal litigation to which the City is a party; and

G. Provide legal advice and opinions on all financial matters affecting the City when requested by the City Council, the City Manager, or a Department Head, and represent the City as bond counsel in the issuance of such bonds or other financial transactions involving the City as requested by the City Council.

BWS shall not be required to perform the services described above where to do so would be a conflict of interest pursuant to the State Bar Act. When requested by the City Manager, BWS shall provide City with an estimate of the costs of litigation or other services to be provided. The City Council shall retain the right to direct that attorneys other than BWS perform legal work for the City.

**SECTION 3. DESIGNATION OF CITY ATTORNEY.** Carl K. Newton of Burke, Williams & Sorensen shall be appointed City Attorney of City, and Chris Cheleden shall be appointed as Assistant City Attorney of City. Such appointees shall serve at the pleasure of the City Council of City and may be changed by Council action without amending this Agreement. Such appointees shall have the authority vested in city attorneys by the applicable laws of the State of California. The designated City Attorney shall be responsible for performing or causing to be performed the work described in Section 2 of this Agreement.

**SECTION 4. COMPENSATION.** BWS shall be compensated by City for the performance of such services as follows:

A. Retainer Services. BWS shall be compensated for the performance of basic retainer services pursuant to this Agreement at the rate of One Hundred Thirty-Five Dollars (\$135.00) per hour commencing as of the effective date of this Agreement. Basic retainer services for the purposes of this Agreement shall be attendance at all City Council, Planning Commission and other regularly scheduled meetings; day-to-day advisory matters for City officers and employees; office hours; and the preparation and review of routine agreements, resolutions and ordinances.

B. Non-Retainer Services. Additional services are non-retainer services which include specialized services in personnel and labor relations, public finance, environmental matters, litigation (including matters before administrative bodies and state and federal courts) and matters requiring more than ten (10) hours of attorney time. BWS shall be compensated for non-retainer services in accordance with the following:

1. Performance of Services by Designated City Attorney and Assistant City Attorney.

For all time spent by the designated City Attorney and Assistant City Attorney on non-retainer services, Burke, Williams & Sorensen shall be compensated on an hourly basis at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for the City Attorney and at the rate of One Hundred Forty Dollars (\$140.00) per hour for the Assistant City Attorney. The hourly rates of the designated City Attorney and Assistant City Attorney, exclusive of the basic retainer services, shall be increased or decreased as of each July 1st occurring during the term of this Agreement, commencing on July 1, 1998, by an amount approved by the City Council as an amendment to this Agreement.

2. Legal Services Provided by Attorneys Other Than Designated City Attorney and Assistant City Attorney.

BWS shall be compensated for the performance of legal services by attorneys other than the designated City Attorney and Assistant City Attorney at the current hourly rate of the attorney performing such service, as set forth in Exhibit "A", attached hereto and incorporated herein. On or before May 1st of each year occurring during the term of this Agreement, BWS shall submit to the City Manager for review and approval a list of the hourly rates for attorneys available to perform services for the City and the hourly rates therefor which will be effective commencing on each said July 1st through and including June 30th of the following calendar year.

3. Reimbursable Expenses.

BWS shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereto, provided that the same are first approved by the City Manager. Reimbursable expenses to which BWS shall be entitled shall include, but not be limited to, duplication costs; word processing costs; mileage in amounts as authorized for other City officers or employees; telephone, and telecommunications costs; extraordinary mail costs; messenger service; and other costs customarily made as a part of the performance of legal services by BWS.

4. Advancement of Costs.

BWS will advance costs incurred on behalf of the City in the matter in an amount not exceeding \$200 per month. If costs will exceed \$200 per month, costs in excess of this total shall be paid directly by the City or shall be advanced to BWS pursuant to a separate letter agreement which the City Manager is authorized to execute on behalf of the City.

5. Payment for Services.

BWS shall submit monthly statements to the City accounting for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task. Payment to BWS shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on the billing which are contested or questioned and returned by City, with written explanation, within thirty (30) days of receipt of the statement. BWS shall provide to City a written response to any statement contested or questioned and further, upon request of City, provide City with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the City.

6. Education Seminars.

At no charge to the City, BWS shall provide three educational seminars per calendar year to certain employees of the City regarding various legal issues and topics. The parties shall agree on the issues and topics discussed, the time, place and manner of the seminars, and the number of employees who attend the seminars.

**SECTION 5. TERM.** The term of this Agreement shall commence on July 1, 1997, and shall continue thereafter unless terminated by either party hereto pursuant to the terms of this Agreement. City may terminate this Agreement at any time, however City will endeavor to give BWS thirty (30) days notice prior to termination. BWS may terminate on the giving of thirty (30) days written notice to the City of such termination. BWS will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. BWS shall be compensated for its services rendered through and including the effective date of such termination.

**SECTION 6. NOTICES.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY: City of Santa Clarita  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355  
Attention: City Manager

BWS: Burke, Williams & Sorensen  
611 West 6th Street, 25th Floor  
Los Angeles, California 90017  
Attention: Carl K. Newton, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

**SECTION 7. INDEMNIFICATION.** BWS does hereby agree to hold City, and its elected and appointed officers and officials, employees and other agents free and harmless from any claim, demand or judgment which may arise based upon personal injury or damage to property to a third party arising out of the performance of services by BWS hereto.

**SECTION 8. INSURANCE.** Not in derogation of the provisions of Paragraph 7 hereof, BWS does hereby agree to take out and maintain in full force and effect under the terms of this Agreement the following insurance coverage:

A. Such insurance coverage as is required pursuant to the Workers' Compensation Laws of the State of California; and

B. A liability policy with coverage of not less than \$1,000,000.

C. Professional Liability (errors and omissions) insurance in an amount of not less than \$5,000,000.00

**SECTION 9. GENERAL PROVISIONS.**

A. BWS shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that BWS is uniquely qualified to perform the services provided for in this Agreement.

B. BWS is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, servants or agents shall have control over the conduct of BWS or any of BWS's officers, employees or agents. BWS shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the City. City acknowledges and agrees that the City Attorney, Assistant City Attorney and attorneys representing the City will need to represent to others their capacity and relationship to the City.

C. In the performance of this Agreement, BWS shall not engage in discrimination in employment of persons because of the age, race, color, sex, national origin or ancestry or religion of such persons.

D. Nothing contained in this Agreement shall be deemed, construed or represented by the City or BWS to any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the City and BWS other than attorney and client.

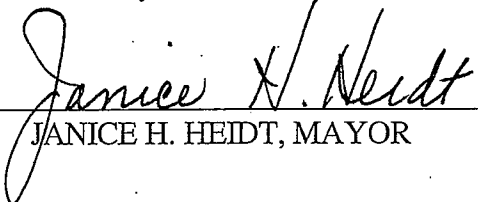
E. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

F. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.


G. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their representatives as follows:

**CITY OF SANTA CLARITA,**  
a general law city

By   
JANICE H. HEIDT, MAYOR

ATTEST:

  
SHARON DAWSON, CITY CLERK  
9/10/98

**BURKE, WILLIAMS & SORENSEN,**  
a Partnership

By   
JOHN J. WELSH  
MANAGING PARTNER

**1997**  
**EXHIBIT "A"**

The hourly rate for attorneys based upon status (partner or associate) at the firm and the number of years admitted to the California bar, shall be as follows:

<u>Attorney</u>	<u>Rates</u>
Partners .....	\$175.00
Associates:	
1st, 2nd and 3rd year associates .....	\$140.00
4th and 5th year associates .....	\$155.00
6th and 7th year associates .....	\$170.00
Paralegals .....	\$75.00



**AMENDED AGREEMENT FOR CITY ATTORNEY SERVICE**

**THIS AGREEMENT**, made and entered into by and between the CITY OF SANTA CLARITA, a general law city (hereinafter "City") and the law firm of BURKE, WILLIAMS & SORENSEN, a partnership (hereinafter "BWS") shall be effective January 1, 2005 amends and replaces that certain agreement entered into by the parties effective as of July 1, 1997. In consideration of the mutual covenants and agreements set forth herein the parties agree as follow:

**SECTION 1. RECITALS.** This Agreement is made and entered into with respect to the following facts:

A. City has heretofore engaged the services of BWS to act as the City Attorney for City and to perform all legal services which are needed by the City; and

B. It is the desire of the parties hereto to formalize, by means of this Agreement, their relationship pertaining to the performance of such legal services; and

C. BWS has agreed to provide such legal services, in the time, manner and for the compensation, as hereinafter set forth; and

D. That City Council of City has heretofore determined that the public interest, convenience and necessity require the execution of this Agreement.

**SECTION 2. LEGAL SERVICES.** BWS shall perform the legal services necessary to serve the City which shall include, but are not limited, to the following:

A. The designated City Attorney shall attend all meetings of the City Council unless excused by the City Manager and the designated Assistant City Attorney shall attend all Planning Commission Meetings unless excused by the City Manager; and

B. Provide legal counsel at such other meetings of boards, commissions and committees of the City as directed by the City Council or City Manager; and

C. Provide legal advice and opinions on all matters affecting the City when requested by the City Council, the City Manager, or a Department Head, and represent the City in administrative proceedings and litigation involving the City which may arise from those matters upon which such advice has been given; and

D. Prepare and approve as to legal form all resolutions, ordinances, contracts, agreements and other legal documents and represent the City in administrative proceedings and litigation involving the City which may arise from those matters upon which such advice has been given; and

E. Undertake civil and criminal prosecution of violations of City ordinances when requested to do so by the City Council or City Manager; and

F. Represent the City in administrative proceedings and civil or criminal litigation to which the City is a party; and

G. Provide legal advice and opinions on all financial matters affecting the City when requested by the City Council, the City Manager, or a Department Head, and represent the City as bond counsel in the issuance of such bonds or other financial transactions involving the City as requested by the City Council.

BWS shall not be required to perform the services described above where to do so would be a conflict of interest pursuant to the State Bar Act. When requested by the City Manager, BWS shall provide City with an estimate of the costs of litigation or other services to be provided. The City Council shall retain the right to direct that attorneys other than BWS perform legal work for the City.

**SECTION 3. DESIGNATION OF CITY ATTORNEY.** Carl K. Newton of Burke, Williams & Sorensen shall be appointed City Attorney of City, and Brian A. Pierik and Joseph M. Montes shall be appointed as Assistant City Attorneys of City. Such appointees shall serve at the pleasure of the City Council of City and may be changed by Council action without amending this Agreement. Such appointees shall have the authority vested in city attorneys by the applicable laws of the State of California. The designated City Attorney shall be responsible for performing or causing to be performed the work described in Section 2 of this Agreement.

**SECTION 4. COMPENSATION.** BWS shall be compensated by City for the performance of such services as follows:

A. Retainer Services. BWS shall be compensated for the performance of basic retainer services pursuant to this Agreement at the rate of One Hundred Sixty-Five Dollars (\$165.00) per hour commencing as of the effective date of this Agreement. Basic retainer services for the purposes of this Agreement shall be attendance at all City Council, Planning Commission and other regularly scheduled meetings; day-to-day advisory matters for City officers and employees; office hours; and the preparation and review of routine agreements, resolutions and ordinances.

B. Non-Retainer Services. Additional services are non-retainer services which include specialized services in personnel and labor relations, public finance, environmental matters, litigation (including matters before administrative bodies and state and federal courts) and matters requiring more than ten (10) hours of attorney time. BWS shall be compensated for non-retainer services in accordance with the following:

1. Performance of Services by Designated City Attorney and Assistant City Attorney.

For all time spent by the designated City Attorney and Assistant City Attorney on non-retainer services, Burke, Williams & Sorensen shall be compensated on an hourly basis at the rate of Two Hundred Fifteen Dollars (\$215.00) per hour. The hourly rates of the designated City Attorney and Assistant City Attorney, exclusive of the basic retainer services, shall be increased or decreased as of each January 1<sup>st</sup> occurring during the term of this Agreement, commencing on January 1, 2006, by an amount approved by the City Manager as being consistent with the Consumer Price Index for the Los Angeles/Long Beach area last determined prior to the January 1<sup>st</sup> date.

2. Legal Services Provided by Attorneys Other Than Designated City Attorney and Assistant City Attorney.

BWS shall be compensated for the performance of legal services by attorneys other than the designated City Attorney and Assistant City Attorney at the current hourly rate of the attorney performing such service, as set forth in Exhibit "A", attached hereto and incorporated herein. Said rates shall be adjusted annually on January 1<sup>st</sup> of each year occurring during the term of this Agreement, on approval of the City Manager consistent with the Consumer Price Index for the Los Angeles/Long Beach area last determined prior to the January 1<sup>st</sup> date.

3. Reimbursable Expenses.

BWS shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereto, provided that the same are first approved by the City Manager. Reimbursable expenses to which BWS shall be entitled shall include, but not be limited to, duplication costs; word processing costs; mileage in amounts as authorized for other City officers or employees; telephone, and telecommunications costs; extraordinary mail costs; messenger service; and other costs customarily made as a part of the performance of legal services by BWS.

4. Advancement of Costs.

BWS will advance costs incurred on behalf of the City for cost items not exceeding \$1000. If a cost item will exceed \$1000, it shall be paid directly by the City or shall be advanced to BWS pursuant to a separate letter agreement which the City Manager is authorized to execute on behalf of the City.

5. Payment for Services.

BWS shall submit monthly statements to the City accounting for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task, the City staff member requesting the work and the attorney performing the task. Payment to BWS shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on the billing which are contested or questioned and returned by City, with written explanation, within thirty (30) days of

receipt of the statement. BWS shall provide to City a written response to any statement contested or questioned and further, upon request of City, provide City with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the City.

6. Education Seminars.

At no charge to the City, BWS shall provide three educational seminars per calendar year to certain employees of the City regarding various legal issues and topics. The parties shall agree on the issues and topics discussed the time, place and manner of the seminars, and the number of employees who attend the seminars.

**SECTION 5. TERM.** The term of this Agreement shall commence on January 1, 2005, and shall continue thereafter unless terminated by either party hereto pursuant to the terms of this Agreement. City may terminate this Agreement at any time, however City will endeavor to give BWS thirty (30) days notice prior to termination. BWS may terminate on the giving of thirty (30) days written notice to the City of such termination. BWS will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. BWS shall be compensated for its services rendered through and including the effective date of such termination.

**SECTION 6. NOTICES.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY: City of Santa Clarita  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355  
Attention: City Manager

BWS: Burke, Williams & Sorensen  
611 West 6th Street, 25th Floor  
Los Angeles, California 90017  
Attention: Carl K. Newton, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

**SECTION 7. INDEMNIFICATION.** BWS does hereby agree to hold City, and its elected and appointed officers and officials, employees and other agents free and harmless from any claim, demand or judgment which may arise based upon personal injury or damage to property to a third party arising out of the performance of services by BWS hereto.

**SECTION 8. INSURANCE.** Not in derogation of the provisions of Paragraph 7 hereof, BWS does hereby agree to take out and maintain in full force and effect under the terms of this Agreement the following insurance coverage:

A. Such insurance coverage as is required pursuant to the Workers' Compensation Laws of the State of California; and

B. A liability policy with coverage of not less than \$1,000,000.

C. Professional Liability (errors and omissions) insurance in an amount of not less than \$5,000,000.00

**SECTION 9. GENERAL PROVISIONS.**

A. BWS shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that BWS is uniquely qualified to perform the services provided for in this Agreement.

B. BWS is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, servants or agents shall have control over the conduct of BWS or any of BWS's officers, employees or agents. BWS shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the City. City acknowledges and agrees that the City Attorney, Assistant City Attorney and attorneys representing the City will need to represent to others their capacity and relationship to the City.

C. In the performance of this Agreement, BWS shall not engage in discrimination in employment of persons because of the age, race, color, sex, national origin or ancestry or religion of such persons.

D. Nothing contained in this Agreement shall be deemed, construed or represented by the City or BWS to any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the City and BWS other than attorney and client.

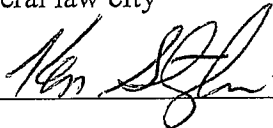
E. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

F. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

G. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as follows:

CITY OF SANTA CLARITA,  
a general law city

By  \_\_\_\_\_

ATTEST:

  
SHARON DAWSON, CITY CLERK

1/26/05

BURKE, WILLIAMS & SORENSEN,  
a partnership

By  \_\_\_\_\_  
JOHN J. WELSH  
MANAGING PARTNER

2005

EXHIBIT "A"

The hourly rate for attorneys based upon status (partner or associate) at the firm and the number of years admitted to the California bar, shall be as follows:

<u>Attorney</u>	<u>Rates</u>
Partners	\$215.00
Associates:	
1st, 2nd and 3rd year associates	\$170.00
4th and 5th year associates	\$190.00
6th and 7th year associates	\$200.00
Paralegals	\$ 95.00

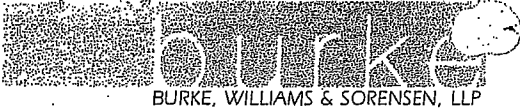
2007

REVISED EXHIBIT "A"

The hourly rate for attorneys based upon status (partner or associate) at the firm and the number of years admitted to the California bar, shall be as follows:

<u>Attorney</u>	<u>Rates</u>
Partners	\$230.00
Associates:	
1st, 2nd and 3rd year associates	\$185.00
4th and 5th year associates	\$205.00
6th and 7th year associates	\$215.00
Paralegals	\$100.00
Retainer	\$180.00





(Revised version - Feb. 4, 2008)

2008

FURTHER-REVISED EXHIBIT "A"

The hourly rate for attorneys based upon status (partner or associate) at the firm and the number of years admitted to the California bar, shall be as follows:

<u>Attorney</u>	<u>Rates</u>
Partners	\$240.00
Associates:	
1st, 2nd and 3rd year associates	\$193.00
4th and 5th year associates	\$214.00
6th and 7th year associates	\$224.00
Paralegals	\$106.00
Retainer	\$188.00

**FIRST AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES**

THIS FIRST AMENDMENT, made and entered into by and between the CITY OF SANTA CLARITA, a general law city (hereinafter "City") and the law firm of BURKE, WILLIAMS & SORENSEN, LLP a California Limited Liability Partnership (hereinafter "BWS") shall be effective January 1, 2011 and amends that certain AMENDED AGREEMENT FOR CITY ATTORNEY SERVICE (the "Agreement"), entered into by the parties effective as of January 1, 2005, as set forth more fully herein.

Section 1. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

**"Section 3. Designation of City Attorney.** Joseph M. Montes of Burke, Williams & Sorensen shall be appointed City Attorney of City and additional legal staffing assignments within the City Attorney department shall be made by the City Attorney, in consultation with the City Manager. The City Attorney shall have the authority vested in city attorneys by the applicable laws of the State of California. The designated City Attorney shall be responsible for performing or causing to be performed the work described in Section 2 of this Agreement."

Section 2. Except as expressly modified herein, the language of the Agreement is not otherwise amended.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their representatives as follows:

CITY OF SANTA CLARITA,  
A general law city

By 

ATTEST:



SARAH P. GORMAN, CITY CLERK

BURKE, WILLIAMS & SORENSEN, LLP  
A California Limited Liability Partnership

By 

JOHN J. WELSH  
MANAGING PARTNER