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MEMORANDUM **Law Department - Council Memo**

DATE: November 23, 2015

TO: MAYOR AND COUNCIL

FROM: KAY BIGELOW, Chandler City Attorney kb

SUBJECT: APPROVAL OF A TWO-YEAR CONTRACT FOR LEGAL SERVICES WITH LAW OFFICE OF DIANE M. MILLER, PLLC

RECOMMENDATION: The City Attorney's office recommends that the Chandler City Council approve a two-year contract for Legal Services between the Chandler and the Law Office of Diane M. Miller, pllc, to provide legal services for condemnation cases needed for City capital projects.

BACKGROUND/DISCUSSION: The Chandler City Council has authorized the use of its eminent domain authority when necessary for various City projects and for the benefit the citizens of Chandler. Diane Miller has been performing these services for the City since 2009. Both the Transportation and Development Department and City Attorney's Office have been pleased with the services rendered and the results achieved. Recently, Ms. Miller was able to convince a jury of 10 people in a week-long trial that the City's appraised value in the range of $250,000 was the correct value versus the owner's attorney claiming over $9,000,000 for the value and severance damages.

FINANCIAL IMPLICATIONS: Payment will come from funds budgeted or allocated for the associated projects but based on prior year average the aggregated fees for any given contract year will be above $30,000 so Council needs to approve the agreement..

PROPOSED MOTION: Move to approve the two-year extension to the two-year contract with the Law Offices of Diane M. Miller, pllc from October 23, 2015 through October 22, 2017 for the provision of legal services related to condemnation actions, litigation and other related legal actions needed for public infrastructure projects.

Attachment: Agreement for Legal Services

CITY OF CHANDLER
AGREEMENT FOR LEGAL SERVICES
City Attorney's Office

THIS Agreement is made and entered into by and between the City of Chandler, a municipal corporation ("City"), and the Law Offices of Diane M. Miller pllc ("Counsel").

City having determined it to be in its best interest to contract with attorneys not in its employ who, by experience and training, are qualified to assist in connection with condemnation-related legal matters. as more specifically provided in Matter Notice Letters that will detail the Scope of Services to be provided for each condemnation case and attached hereto as Exhibit A; and thus, incorporated herein.

City having satisfied itself as to the qualifications of Counsel as named above.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Scope of Service and Representation.

A. Counsel agrees to perform all necessary legal services, including investigation, legal research, preparation of pleadings, legal memoranda and briefs, and appearances before the court and administrative offices and boards, including the Chandler Merit System Board, in representing the City as set forth in this Agreement and in separate Matter Notice Letters describing the specific legal matters (herein collectively referred to as "Legal Services"). Each Matter Notice Letter shall become part of this Agreement as additional Exhibit A and incorporated herein. Such Legal Services shall be carried out in cooperation with the City Attorney's Office, which Counsel shall at all times inform about the status of all matters related to the representation. No major decisions regarding major strategies or the resolution of the legal issues or litigation, in whole or in part, shall be made without the prior approval of the City Attorney. All offers of compromise made by the opposing party or his/her representative shall be promptly transmitted to the City Attorney, together with Counsel's recommendations. City will be responsible for obtaining proper authority to accept a compromise or for obtaining authority to make a counter-offer. No appeals will be taken from judgments in any litigation without prior approval of City, acting through its City Attorney. All references in this Contract to the City Attorney shall mean the City Attorney or his/her designee as set forth in the Section 11.

B. The City reserves the right to designate in writing a specific attorney(s) in Counsel's firm to work on specific matters. Counsel shall employ suitably trained and skilled professional personnel to perform the legal services. Prior to changing any key personnel, especially those key personnel who the City relied upon in making this Agreement, Counsel shall obtain the approval of the City Attorney and any replacement personnel shall have capabilities at least equal to those of personnel they replaced for performance of the Services. All staffing decisions shall be discussed and agreed upon with City Attorney in advance.

2. Advice and Status Reporting. Counsel shall provide City with timely advice of all significant developments arising during performance of their services hereunder orally or in writing, as Counsel consider appropriate. Counsel shall provide copies of all documents prepared by Counsel, including research memoranda prepared by Counsel.

3. Compensation. City agrees to pay Counsel for services as set forth in the attached Exhibit A, Fees and Rates Schedule.

4. Term. The term of the Agreement is two years, commencing on October 23, 2015 and terminating on October 22, 2017 unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to two additional terms of two years each. .

5. Reimbursement for Expenses. All costs and other disbursements for outside services not specified herein shall be billed at actual cost, if any. All copying charges shall be

billed at no more than fifteen cents ($0.15) per page. To the extent practical, large photocopying tasks will be sent out to an outside copy service in an effort to further reduce photocopying costs. Outgoing faxes shall be billed only for actual long distance charges incurred, not on a per page basis. On-line database retrieval charges (i.e. Lexis, Westlaw, CompuServe, Dialogue, etc.) are deemed to be part of the overhead costs included in the hourly fee set forth in Exhibit A and shall not be billed separately.

All consultants, experts and others engaged to provide services to Counsel in the performance of Counsel's Legal Services, and the use and extent of those non Legal Services, shall be approved by the Management Services Director prior to them providing the services.

6. Billing Procedures. In addition to the billing procedures set forth elsewhere in this Agreement, Counsel shall follow these billing procedures:

A. Counsel shall bill only for actual time spent on a task, and the time for each task shall be itemized (e.g. tel. to opposing counsel (.2); extended tel. to Mr. Smith (.3); prepare motion to continue (.3)).

B. Secretarial or word processing for preparation of documents which are electronically forms or templates shall not be billed. Counsel shall only bill for the actual time spent by the attorney reviewing, revising or drafting such documents.

C. Counsel's attorneys shall minimize time spent consulting with one another and agree to use their best efforts to minimize the costs of the legal representation to City. Work on the City's matters billed by Counsel's attorneys not approved by the City Attorney in accordance with this Agreement must be approved by the City Attorney in advance.

D. Counsel will submit monthly billings for services rendered and expenses incurred to the City Attorney. Each bill shall also contain, in addition to information required elsewhere in this Agreement: (1) fees and costs incurred in the preceding month; (2) the cumulative total of fees and costs to date; and (3) the City contract number. Counsel will use its best efforts to inform the City Attorney eight weeks prior to Counsel billing the final fees and costs authorized under this contract. City will pay no fees incurred over and above the contract amount without prior authorization from City.

7. Maintenance of Records. In compliance with City's standard procedure, all work performed in connection with this Agreement shall be subject to audit. Counsel shall maintain all books, documents, papers, accounting records, and other evidence pertaining to time billed and to costs incurred on a particular matter, and to make such materials available at their offices at all reasonable times during the Agreement period and for at least three (3) years from the date of final payment for inspection by City or any authorized representatives of City, and copies thereof shall be furnished, if requested, at City's expense.

8. Conflict of Interest. Counsel warrants and covenants that Counsel presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable local, state, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Counsel shall promptly notify City of the existence of such conflict of interest, so that City may determine whether to terminate this Agreement. The City Attorney is authorized to grant customary conflicts waivers to Counsel on behalf of the City, as are not adverse to the City's legal interests in his/her professional judgment. Otherwise, Counsel shall be free to dispose of such portion of their entire time, energy and skill as are not required to be devoted to City in such manner as they see fit and to such persons, firms or corporations as they deem advisable so long as no conflict of interest exists.

9. Reporting Requirements. Within thirty (30) days of receipt of a case, or at such time as requested by City Attorney in the Matter Notice Letter, whichever is less, Counsel shall provide City with an initial written evaluation containing the following:

A. An estimate of the cost of Legal Services to perform the Scope of Work through to finality;

10. Termination. City may terminate this Agreement upon giving ten (10) days written notice for convenience or cause. Any default by Counsel, if Counsel fails to comply with any of the conditions of this Agreement, or services which provide unsatisfactory performance as judged by the City Attorney, or failure to provide City Attorney, upon request, reasonable assurance of future satisfactory performance of the Legal Services, shall be causes allowing City to terminate this Agreement. In the event of termination for cause, City shall not be liable to Counsel for any amount, and Counsel shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Any notice of cancellation shall specify the particular legal services to which it applies, and any other legal services for other matters not particularly specified shall continue to be handled by Counsel and, as to those, this Agreement will continue in effect; provided, however, the right is retained by City to terminate services on any matter by notifying Counsel in writing.

11. Notices. All notices or demands required to be given pursuant to the terms of this Agreement shall, unless specified otherwise, be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY		**In the case of the COUNSEL**
Contact:	Kay Bigelow	Diane Miller Law Offices of Diane M. Miller pllc
Mailing Address:	P.O. Box 4008, MS 602 Chandler, AZ. 85244	815 North First Avenue, Suite 2 Phoenix, AZ 85003
Physical Address:	175 S. Arizona Avenue, 2rd Floor,	815 North First Avenue, Suite 2
City, State, Zip:	Chandler, AZ. 85225	Phoenix, AZ 85003
Phone:	480.782.4640	602-354-5251
FAX:	480.782.4652	602-354-5265

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail

12. Compliance with Law. Counsel agrees to comply with all applicable City, state, and federal laws and regulations.

13. Indemnification . To the fullest extent permitted by law, Counsel, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed herein, or permissions granted under it, or related to, arising from or out of, or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Counsel, or anyone directly or indirectly employed by Counsel or anyone for whose acts Counsel may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Counsel's employees.

15. Insurance Representations and Requirements. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity

provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

A. General Insurance Requirements.

1. Without limiting any obligations or liabilities of Counsel, Counsel shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non- admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.

2. *No Representation of Coverage Adequacy:* By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Counsel. City reserves the right to review any and all of the insurance policies and/or endorsements required by this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Counsel from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

3. *CoverageTerm:* All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

4. *ClaimsMade*: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

5. *Evidence of Insurance*: Prior to commencing any work or services under this Agreement, Counsel shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Counsel's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Chandler shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the cited policies expire during the life of this Agreement, it shall be Counsel's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions:

a. City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: (a) Commercial General Liability, (b) Auto Liability and (c) Excess Liability-Follow Form to underlying insurance as required.

b. Counsel's insurance shall be primary insurance as respects performance of subject contract.

c. All policies, except Professional Liability insurance waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Counsel under this contract.

d. Certificate shall require 30-day advance notice of cancellation provision. If standard ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Coverage

1. Commercial General Liability: Counsel must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 aggregate. Said insurance must also include coverage for products and

completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

3. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability*: Counsel must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Counsel owned, hired, and non-owned vehicles assigned to or used in the performance of the Counsel's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

4. Workers' Compensation Insurance: Counsel shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Counsel's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

5. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Counsel, or if the Counsel engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Counsel must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Counsel, or anyone employed by the Counsel, or anyone whose acts, mistakes, errors and omissions the Counsel is legally liable, with a liability limit of $1,000,000 each claim and $5,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Counsel will submit Certificates of Insurance as evidence the required coverage is in effect. The Counsel must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

B. Additional Policy Provisions Required.

1. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

2. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

a. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Counsel including the City's general supervision of the Counsel; Products and Completed operations of the Counsel; and automobiles owned, leased, hired, or borrowed by the Counsel.

b. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Counsel even if those limits of liability are in excess of those required by this Agreement.

c. The Counsel's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Counsel and must not contribute to it.

d. The Counsel's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage provided by the Counsel must not be limited to the liability assumed under the indemnification provisions of this Agreement.

f. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Counsel for the City.

g. The Counsel, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Counsel must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

h. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Counsel must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

I, By signing this Agreement, the Counsel certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.

16. Conflict of Interest

A. No Conflict of Interest is Undisclosed. Counsel warrants, that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Chandler City Council or any employee of Chandler has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. § 38-501.

B. Cancellation for Conflict of Interest. City may cancel any contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. § 38-511).

17. Independent Contractor Status. The services Counsel provides under the terms of this Agreement to City are that of an independent contractor, not an employee. City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099. Withholding of income tax is not deducted from contractual payments.

18. Severability. Should any part of this Agreement be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

19. Immigration Warranty

A. In accordance with the provisions of A.R.S. §41-4401, Counsel warrants its, and that of its subcontractors', compliance with all federal immigration laws and regulations that relate to its employees, and that of its subcontractors' employees, and its, and that of its subcontractors', compliance with requirements of A.R.S. §23-214(A). Such warranty shall herein be referred to as "Immigration Warranty".

B. A breach of the Immigration Warranty by the Counsel, or its subcontractor, shall be deemed a material breach of this Agreement and such breach shall be subject to penalties up to, and including, termination of it.

C. The City retains the legal right to inspect the papers of any of the Counsel's employees, or that of any employee of the subcontractor, who provides Legal Services to ensure that Counsel, or its subcontractor, is complying with the Immigration Warranty. Counsel, on its own behalf and on behalf of its subcontractor, agrees to cooperate and assist the City in its performance of such inspections.

D. The City may, at its sole discretion, conduct random verification of the employment records of Counsel and any of its subcontractors to ensure compliance with the Immigration Warranty. Counsel agrees to assist the City in its performance of such random verifications.

E. Neither Counsel nor any of subcontractors shall be deemed to have materially breached the Immigration Warranty if Counsel or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Section 19 must be included in any contract the Counsel enters into with any and all of its subcontractors who provide labor, time, or effort under this Agreement or any subcontract.

20. Scrutinized Business Operations

In accordance with A.R.S. § § 35-391.06 and 35-393.06, Counsel certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §§ 35-391(15) and 35-393(12).

21. Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the expiration or earlier termination of this Agreement.

22. Construction and Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday as declared by the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. If a cross-reference within any Amendment provision cites a particular Section or Subsection number of this Agreement, it shall be a reference to the referred Section or Subsection and its subparts.

23. Negotiated Agreement. The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party based on such Party's draftsmanship of this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

24. Choice of Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

25. Entire Agreement. This Agreement and all exhibits thereto constitute the entire

agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

26. Amendments. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after prior approval in writing of both parties.

27. Non-Assignment. Services covered by this Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the Management Services Director.

28. Cancellation. Both parties may cancel, without cause, this Agreement with thirty (30) day notice.

29. Waiver. A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such previous forbearance or notice.

30. Attorney Fees. In the event it becomes necessary for a Party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing Party will pay the other Party's reasonable expenses, including, but not limited to, expert witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the breach.

31. Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

32. Counsel acknowledges that this Agreement is not exclusive and the City may hire other attorneys to perform its Legal Services. Counsel additionally acknowledges that it will receive separate Matter Notice Letters for separate scopes of Legal Services to be performed in accordance with this Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the date first above written.

CITY OF CHANDLER

BY: _____
Mayor Jay Tibshraeny

LAW OFFICES OF DIANE M. MILLER PLLC

BY: _____

Name: _____

Title: _____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

EXHIBIT A

SCOPE OF WORK

(To Be Provided with Each Matter Notice Letter for Each Condemnation Case)

EXHIBIT B
FEES AND RATES SCHEDULE

NAME/TITLE	HOURLY RATE
Diane Miller	$280.00
Paralegal	$135.00
Student/Intern	$150.00