



MEMORANDUM Law Department - Council Memo

DATE: SEPTEMBER 12, 2016
TO: MAYOR AND COUNCIL
FROM: GLENN BROCKMAN, ACTING CITY ATTORNEY *GB*
SUBJECT: APPROVAL OF A TWO-YEAR CONTRACT FOR LEGAL SERVICES WITH GREEN & BAKER, LTD

RECOMMENDATION: The City Attorney’s Office recommends that the Chandler City Council approve a two-year contract with Green & Baker, Ltd., to provide legal services related to Merit System Board appeal hearings for the period of September 16, 2016, through September 15, 2018.

BACKGROUND/DISCUSSION: Under the City's merit system, regular employees have the right to appeal disciplinary actions involving suspension, demotion, and dismissal to the Merit System Board. It has been determined to be in the City's best interest to employ outside counsel to represent the Department in certain Merit System Board hearings when the disciplinary matters, employees, or issues involved raise potential conflicts for the attorneys in the City Attorney's Office.

FINANCIAL IMPLICATIONS: The costs of legal services associated with an appeal to the Merit System Board are estimated to be approximately \$9,000 to \$20,000 per appeal depending on the number and complexity of issues involved. The total cost of this contract will depend on the number of Merit System Board appeals filed during the contract term. To date, four appeals have been filed in calendar year 2016. However, no appeals were filed in 2015 and only two appeals were filed in 2014, one of which was dismissed prior to the hearing. The total cost of the contract is not to exceed \$150,000 for the two-year term and will come close to that amount only if the recent increase in the number of disciplinary appeals is sustained. Funds are budgeted annually in the General Fund, Non-Department Cost Center, Legal Services Account (101.1290.5215) for Merit System Board appeal hearing expenses.

PROPOSED MOTION: Move to approve a two-year contract with Green & Baker, Ltd., to provide legal services related to Merit System Board appeal hearings for the period of September 16, 2016, through September 15, 2018.

Attachment: Agreement for Legal Services

**CITY OF CHANDLER
CONTRACT FOR LEGAL SERVICES**

THIS CONTRACT is made and entered into by and between the City of Chandler, a municipal corporation ("CITY"), and GREEN & BAKER, LTD. ("COUNSEL").

WHEREAS, CITY has 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 employment-related legal matters.

WHEREAS, CITY has satisfied itself as to the qualifications of COUNSEL named above.

WHEREAS, CITY wishes to enter into a Contract for Legal Services with COUNSEL as defined below effective as of September 16, 2016

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. Scope of Service and Representation. 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"). 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 case 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.

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 pleadings and other 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. The legal services provided under this Contract, including related expenses, are generally estimated to cost between \$9,000 and \$20,000 per Matter based on the complexity of the issues involved. The total cost to CITY for the two-year term of the Contract shall not exceed \$150,000.

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 CONTRACT, 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.

4. Term. The term of this Contract shall be for a two (2) year period commencing on September 16, 2016, and terminating on September 15, 2018 . CITY reserves the option to extend this Contract for two (2) additional one (1) year periods upon the recommendation of the City Attorney. COUNSEL acknowledges that this Contract 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 Contract.

5. Reimbursement for Expenses. All costs and other disbursements for outside services not specified hereinabove 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 City Attorney prior to them providing the services.

6. Billing Procedures. In addition to the billing procedures set forth elsewhere in this Contract, 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 such as subpoenas, notices of deposition, independent medical examinations, medical authorizations, trial notices, uniform interrogatories, and requests to produce). 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 this matter billed by attorneys not approved by the City Attorney in accordance with this Contract 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 Contract: (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. 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 Contract 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 lawsuit, and to make such materials available at

their offices at all reasonable times during the Contract 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 Contract 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 Contract. 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 shorter, COUNSEL shall provide CITY with an initial written evaluation containing the following:

- A. A summary of the case's facts and issues;
- B. An evaluation of the potential exposure;
- C. An outline of the course of action COUNSEL intends to pursue in the case (e.g., names and/or categories of witnesses to be interviewed or deposed; experts to be retained; motions to be filed; etc.);
- D. An estimate of the cost of Legal Services to defend the case through trial;
- E. A cost/benefit analysis, including recommendations as to early settlement or offers of judgment; and,
- F. The name of the attorney who will be primarily responsible for handling the case, and the names of others who will assist that person as approved by City Attorney

10. Termination. CITY may terminate this Contract 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 Contract, 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 Contract. 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 Contract will continue in effect; provided, however, the right is retained by CITY to terminate services on any lawsuit by notifying COUNSEL in writing.

11. Notices. All notices or demands required to be given pursuant to the terms of this Contract 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 COUNSEL

Chandler City Attorney's Office
Attn: Glenn Brockman, Acting City Attorney

Green & Baker, Ltd.
Attn: Katherine E. Baker, Esq.

Physical: 175 S. Arizona Ave., Second Floor
Chandler, AZ 85225

Mailing: P.O. Box 4008, Mail Stop 602
Chandler, AZ 85244-4008

9332 E. Raintree Drive, Suite 150
Scottsdale, AZ 85260

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. General: COUNSEL agrees to comply with all applicable City, state, and federal laws and regulations.

13. Indemnification for General Non-Professional Liability. 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, officers, directors, commissioners, board members, 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 Contract or the services performed (except professional liability), or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional 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 Contract, including but not limited to, any injury or damages claimed by any of COUNSEL's employees.

14. Indemnification for Professional Liability. To the fullest extent permitted by law COUNSEL, its successors, assigns and guarantors, shall indemnify and hold harmless CITY, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent, or intentional actions, acts, errors, mistakes or omissions caused in whole or part by COUNSEL relating to work or services in the performance of this Contract, including but not limited to, any or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of COUNSEL'S employees provided, however, that this indemnification shall not include losses, damages, claims, liabilities, costs and expenses of City arising from any obligation undertaken by it in any contract entered into in connection with the services of COUNSEL.

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

A. General.

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 Contract 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 Contract 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 Contract.
3. *Coverage Term:* 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 Contract.
4. *Claims Made:* In the event any insurance policies required by this Contract 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 Contract, COUNSEL shall furnish CITY with Certificate(s) of Insurance, or formal endorsements as required by this Contract, 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 Contract, 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 shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Complete Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
2. Professional Liability: If the Contract is the subject of any professional services or work, or if COUNSEL engages in any professional services or work adjunct or residual to performing the work under this Contract, COUNSEL shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by COUNSEL, or anyone employed by COUNSEL, or anyone for whose acts, mistakes, errors and omissions COUNSEL is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.
3. Vehicle Liability: COUNSEL shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on COUNSEL's owned, hired, and non- owned vehicles assigned to or used in the performance of the COUNSEL'S work or services under this Contract.

Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall 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 Contract.

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 Contract 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 Contract on behalf of the CITY is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity with respect to the subject matter of the Contract. 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 Contract 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 Contract 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 Contract or any subcontract.

20. Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Contract (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 Contract. 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 Contract. The provisions of this Contract wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the expiration or earlier termination of this Contract.

21. Construction and Headings. The descriptive headings of the paragraphs of this Contract 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 Contract 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 Contract, it shall be a reference to the referred Section or Subsection and its subparts.

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

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

24. Entire Agreement. This Contract 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.

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

26. Non-Assignment. Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the City Attorney.

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

28. Waiver. A term or condition of this Contract 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 Contract or by law despite such previous forbearance or notice.

29. Attorney Fees. In the event it becomes necessary for a Party to this Contract 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 Contract, 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.

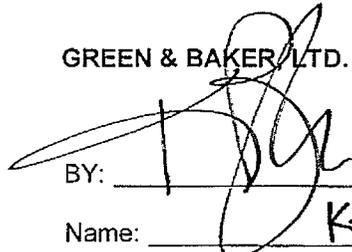
30. Authority. Each Party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authorized and empowered to enter into this Contract. Each Party further acknowledges that it has read this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

IN WITNESS WHEREOF the Parties have duly executed this Contract as of this _____ day of _____, 20_____.

CITY OF CHANDLER

GREEN & BAKER LTD.

BY: _____
Mayor Jay Tibshraeny

BY: 
Name: Katherine E. Baker
Title: OWNER/Partner

ATTEST:

City Clerk

Approved as to form:

City Attorney *GAB*

EXHIBIT A

FEEES AND RATES SCHEDULE

Partner (Katherine E. Baker)	\$190/hour
Associate	\$175/hour
Paralegal	\$90/hour