

CITY COUNCIL REPORT



Meeting Date: September 19, 2023
General Plan Element: *Provide for the orderly administration of the affairs of the City*
General Plan Goal: *Fiscal management*

ACTION

Adopt Resolution No. 12935 authoring the Mayor, on behalf of the city, to enter into Contract No. 2023-143-COS for Legal Services with the law firm of Jennings, Haug, Keleher, McLeod (Jennings Haug).

Background

In 1983 the Environmental Protection Agency (EPA) designated the Indian Bend Wash Superfund site in Scottsdale and Tempe Arizona due to the discovery of volatile organic compounds, primarily TCE, in the drinking water. The area was later divided into the North and South Indian Bend Wash. Distinct areas of contamination were further delineated in the North Indian Bend Wash (NIBW) including Area 7 which is bounded by East Second Street, North 75th Street, the Scottsdale Stadium complex, and a line just west of North Miller Road. The City owns two of parcels within Area 7.

The City has had extensive involvement in acquiring land and addressing groundwater contamination in the NIBW Area 7 including participating in a Consent Decree, remediation of the vadose zone to stop further groundwater contamination and the ongoing treatment of groundwater contamination. The City first enlisted the services of attorney Karen Gaylord in 2004 when they contracted with her firm to assist in acquiring land located in Area 7. Additionally, Ms. Gaylord has extensive experience and historical knowledge of the NIBW superfund site representing various parties throughout the years.

In 2019 the EPA notified the City and Motorola acting on behalf of Siemens (the responsible party), that Area 7 was identified as an area needing additional investigation and remediation due to soil vapor contamination. The Covid-19 pandemic stalled the matter, however, in 2022 the EPA reengaged with the parties. On February 24, 2023, the City contracted with Jennings Haug, Ms. Gaylord's present law firm, to assist with all matters relating to Area 7. The initial legal service contract paid for service not to exceed \$25,000.00 which has been expended.

Although the City Attorney's Office will resume a primary role in handling the matter, Jennings Haug's continued assistance and historical knowledge is necessary to resolve
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Action Taken: Approved on Consent

the City's role in future Area 7 work. Cases are sent to outside counsel when: (a) the City Attorney's Office has a conflict; (b) specialized expertise is required, and/or (c) resources beyond those available in the City Attorney's Office are needed.

ANALYSIS & ASSESSMENT

In the near future the City will need to negotiate its role in an administrative consent order (AOC) with EPA. Although the City maintains that it is not responsible for the contamination causing the soil vapor exceedances, this is disputed by the Motorola/Siemens. Regardless, the City will need to be a party to the AOC because it owns the land where the environmental work will be conducted. Additionally, the City has agreed to construct a new parking lot on one of the parcels to meet its obligation to provide parking spaces for Spring Training. (Baseball Facilitates Agreement Contract No. 2019-039-COS) Construction is expected to begin next fiscal year. Therefore, the City will need to use best efforts to cause Motorola/Siemens to investigate the contamination and develop a plan to address the contamination in a time frame that works with the City's schedule for redeveloping the land.

In any legal action, time is of the essence. Because of the time constraints for building a new parking lot and the complex history of the NIBW, the City Attorney's Office currently anticipates utilizing the law firm of Jennings Haug under this contract to represent the City in the negotiations with Siemens/Motorola and the EPA.

Recent Staff Action

The City Attorney's Office in conjunction with Jennings Haug has been providing legal services in regards to NIBW Area 7. Water Services has been providing technical support and review to ensure that all work done to address the Superfund site allows for maximum use and protection of the city's water supply.

The contract provides that attorneys' fees will not exceed \$100,000 without specific notice to the City Council.

Policy Implications

No policy implications on this item.

Significant Issues to be Addressed

The fiscal well-being of the City requires the highest quality legal assistance when it is necessary to employ outside counsel with specialized skills. The law firm of Jennings, Haug, Keleher, McLeod can provide that assistance.

Community Involvement

No community involvement is necessary on this item.

RESOURCE IMPACTS

Available funding

The FY 2023/2024 operating budget includes sufficient funding within the Community Services Division, Water Resources Division, and the City Attorney's Office Professional Services budget to cover expenses related to this action.

Staffing, Workload Impact

No additional staff is needed. The City Attorney's Office and Water Resources Division will identify those areas appropriate for use of outside counsel. An Assistant City Attorney is assigned to this matter in order to help control costs by providing assistance to outside counsel.

Future Budget Implications

No further budget outlays in connection with this representation are anticipated at this time.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 12935 authorizing the Mayor, on behalf of the city, to enter into Contract No. 2023-143-COS for Legal Services with the law firm of Jennings, Haug, Keleher, McLeod.

Proposed Next Steps

If the contract is approved, the law firm of Jennings, Haug, Keleher, McLeod will be able to continue providing legal services to the City.

RESPONSIBLE DEPARTMENT(S)

Water Services Department – Water Resources Division
City Attorney's Office – Civil Division

APPROVED BY



Brian Biesemeyer, Executive Director
Scottsdale Water
(480) 312-5683
BBiesmeyer@scottsdaleaz.gov

8-31-2023

Date



Karen Tyler, Assistant City Attorney
(480) 312-2561
ktyler@scottsdaleaz.gov

9-1-2023

Date

ATTACHMENTS

1. Resolution No. 12935
2. Contract No. 2023-143-COS

RESOLUTION NO 12935

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT NO 2023-143-COS FOR LEGAL SERVICES WITH THE LAW FIRM OF JENNINGS, HAUG, KELEHER, MCLEOD.

WHEREAS, the City has determined that it is in its best interest to contract with attorneys who, by experience and training, are qualified to represent the City in connection with the acquisition of real property; and

WHEREAS, the law firm of Jennings, Haug, Keleher, McLeod is fully qualified to provide such assistance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Contract No. 2023-143-COS for Legal Services with the law firm of Jennings, Haug, Keleher, McLeod.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ___ day of _____, 2023.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney
By: Karen Tyler, Senior Assistant City Attorney

**CONTRACT FOR LEGAL SERVICES
CITY OF SCOTTSDALE
City Attorney's Office**

THIS CONTRACT is made and entered into on this ____ day of _____, 2023 by and between the **City of Scottsdale**, a municipal corporation, hereinafter called **CITY**, and the law firm of **Jennings, Haug, Keleher, McLeod** hereinafter called **COUNSEL**.

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. COUNSEL agrees to perform all necessary environmental counsel services as directed by CITY relating to Area 7 of the North Indian Bend Wash Superfund Site matter. Such legal services shall be carried out in cooperation with the City Attorney's Office who shall at all times be apprised of the status of all matters. No major decisions regarding the resolution of the legal issues or litigation, in whole or in part, shall be made without the prior approval of the City Attorney's Office.

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, unless they have been otherwise provided to the City Attorney's Office.

3. Compensation. CITY agrees to pay COUNSEL for services rendered hereunder at the rates specified in Exhibit A, unless otherwise stated herein. COUNSEL shall record its time and expenses for the matter. All services not specified hereinabove shall be billed at actual cost, plus employee related costs, if any. CITY shall not be billed for use of COUNSEL'S "runners" but may be billed for messenger service required when COUNSEL'S runner is not available. Total money paid under this contract **shall not exceed One Hundred Thousand Dollars (\$100,000.00)**. Fees and expenses shall be billed on a monthly basis and paid by CITY within forty-five (45) days.

4. Term. The term of this Contract shall be for a one (1) year period. CITY reserves the option to extend this Contract for a maximum of two more one-year periods, upon the recommendation of the Contract Administrator.

5. Price Adjustment

A. Price increases may only be requested by COUNSEL thirty (30) days prior to the annual anniversary date of this Contract after the initial two (2) year period. Failure to do so may result in the denial of any increase requested.

B. Any increased rate shall be based upon mutual consent of COUNSEL and the Contract Administrator; however, the Contract Administrator shall evaluate COUNSEL's performance, services and records documentation to determine the appropriateness of the increase requested.

6. Travel. Approval for travel shall be obtained through the City Attorney's Office prior to departure. Travel time may be billed to CITY, with the exception of travel time to CITY to meet

with CITY representatives or the City Council. "Reasonable expenses" means expenses not exceeding one hundred eighty five dollars (\$185.00) per night for hotel rooms, seventy-five dollars (\$75.00) per person per day for meals including gratuity, and for the rental charges of the most economical type of rental car available. Where possible, COUNSEL and consultants and experts and subcontractors shall stay at hotels that charge a government rate. When traveling by airplane, whenever possible, reduced fare tickets shall be purchased. Gasoline shall not be billed to CITY except when a rental car is used out-of-state.

7. Reimbursement for Expenses. All costs and other disbursements for outside services not specified hereinabove shall be billed at actual cost, plus employee related costs, if any. All copying charges shall be billed at no more than fifteen cents (\$.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 for actual long distance charges incurred, not on a per page basis. On-line database retrieval charges (i.e. Lexis, Westlaw, CompuServe, Dialogue, etc.) shall be billed at actual cost.

8. Billing Procedures. In addition to the billing procedures set forth elsewhere in this Contract, COUNSEL shall follow these billing procedures:

A. "Unit billing" shall not be done without prior written approval by CITY. COUNSEL shall bill only for actual time spent on a task, and 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, word processing or other overtime shall not be billed (e.g., preparation of documents which are computerized or on a form, such as subpoenas, notices of deposition, independent medical examinations, medical authorizations, trial notices, uniform interrogatories, and requests to produce); only the actual time spent by the attorney reviewing, revising or drafting such documents shall be billed.

C. Whenever possible, 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 listed must be approved by the City Attorney's Office in advance.

D. All consultants, experts and subcontractors engaged to provide services to COUNSEL in the performance of this agreement, and the use and extent of those services, shall be approved by the City Attorney's Office prior to them providing the services. Payment of their expenses will be subject to the same terms as paragraphs 4 and 5 above.

E. COUNSEL will submit monthly billings for services rendered and expenses incurred, which shall be paid by the City Attorney's Office. 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; 3) the City Attorney's Office contract number **2023-143-COS** and; 4) the unbilled amount remaining on the contract. COUNSEL will use its best efforts to inform the City Attorney's Office 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.

9. 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.

10. 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 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.

11. Additional Investigation. Whenever additional investigation is deemed desirable by COUNSEL and can be provided by use of non-attorney investigators, COUNSEL shall notify CITY through the City Attorney's Office of such need, and CITY may elect, at its option, to conduct such investigation. In this event, CITY shall be solely responsible for the accuracy of the facts or other information developed in response to such requests.

12. 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 Contract Administrator, and failure to provide CITY, upon request, reasonable assurance of future performance, 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 lawsuit or lawsuits to which it applies, and any lawsuit 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.

13. Notices. When notice or correspondence is required to be sent to CITY, it shall be sent to the Contract Administrator named below:

City Attorney's Office
City of Scottsdale
3939 N. Drinkwater Boulevard
Scottsdale, Arizona 85251
Attn: Karen Tyler

Should the Contract Administrator change, CITY will notify COUNSEL in writing.

14. Indemnification for Liability and Professional Liability

To the fullest extent permitted by law COUNSEL, its successors, assigns and guarantors, shall defend, 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 Subcontractor 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 and Subcontractor's employees.

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.

15. Insurance Representations and Requirements

General: Counsel agrees to comply with all applicable City Ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of 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 ++ 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.

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 cited in 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.

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.

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.

Use of Subcontractors: If any work under this agreement is subcontracted in any way, COUNSEL shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting CITY and COUNSEL. COUNSEL shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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 Scottsdale shall reasonable 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:

1. CITY, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Commercial General Liability and b) Excess Liability-Follow Form to underlying insurance as required.
2. COUNSEL'S insurance shall be primary insurance as respects performance of subject contract.
3. 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.
4. Certificate shall cite 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.

Required Coverage

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.

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. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and COUNSEL shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

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 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.

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

17. Whole Agreement. This Contract constitutes the entire understanding of the parties, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

18. Amendments. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract. Should there be a change in the Contract Administrator, however, CITY will only need to notify COUNSEL in writing.

19. 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.

20. Cancellation. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity, or a consultant to any other party of the contract 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 to the contract, unless the notice specifies a later time (A.R.S. § 38-511).

21. 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. As a result of this, COUNSEL may be subject to I.R.S. provisions for payment of estimated income tax. Consult the local I.R.S. office for current information on estimated tax requirements. Failure to comply may subject COUNSEL to a penalty.

22. 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.

23. Immigration Law Compliance. Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will

take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

24. Lawful Presence in the United States for Persons. Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

25. No Preferential Treatment or Discrimination. In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

CITY OF SCOTTSDALE,
an Arizona Municipal Corporation

David D. Ortega
Mayor

DATE: _____

ATTEST:

Ben Lane
City Clerk

DATE: _____

APPROVED AS TO FORM:

Karen Tyler
Sherry R. Scott, City Attorney
By: Karen Tyler, Senior Assistant City Attorney

DATE: 9-1-2023

REVIEWED BY:



Brian Biesemeyer
Scottsdale Water Executive Director

DATE: 8-31-2023

JENNINGS, HAUG, KELEHER, MCLEOD,
an Arizona limited liability partnership

By: Karen S. Gaylord

Its: _____

DATE: _____

Note to Attorneys: Remember to send along a copy of your Certificate of Insurance with the Contract for Legal Services.

**Exhibit A
Counsel Rates**

<u>Attorney or Staff</u>	<u>Hourly Rate</u>
Karen S. Gaylord, Partner	\$500
Ronnie P. Hawks, Partner	\$440
Associate	\$300
Paralegal	\$200
Legal Assistant	no charge