

File ID: 2026-00717

4/28/2026

**[Contract] Approval of Legal Services Agreement for Anna Tekautz v. City of Sacramento
Litigation**

File ID: 2026-00717

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Attorney or designee to execute a contract with Angelo Kilduff & Kilday, LLP, for a not-to-exceed amount of \$295,000, for litigation assistance in the lawsuit Anna Tekautz v. City of Sacramento.

Contact: Andrea Velasquez, Supervising City Attorney, (916) 808-5346,
avelasquez@cityofsacramento.org, Office of the City Attorney

Presenter: None

Attachments:

1-Description/Analysis

2-Legal Services Agreement - Anna Tekautz v. City of Sacramento Litigation

Description/Analysis

Issue Detail: The City Attorney's Office (CAO) is seeking Council approval to enter into a legal services agreement with Angelo Kilduff & Kilday, LLP, in an amount not to exceed \$295,000, for expenses associated with the litigation entitled Anna Tekautz v. City of Sacramento et al.

The CAO maintains a pre-approved list of qualified outside counsel available to assist with litigation matters. Angelo Kilduff & Kilday, LLP has been selected as the most qualified firm to strongly represent and defend the City's interest in this lawsuit.

It is recommended that the Council authorize the City Attorney to execute the contract for legal services with Angelo Kilduff & Kilday, LLP, for an amount not to exceed \$295,000.

Policy Considerations: This funding is required to secure representation and defense of the City in this litigation.

Economic Impacts: Not applicable.

Environmental Considerations: Contracting for outside legal services is an administrative activity that will not result in direct or indirect physical changes in the environment and is not a project subject to California Environmental Quality Act (CEQA) review. CEQA Guidelines section 15378 (b) (5).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Plaintiff Anna Tekautz is a former City employee who has filed a lawsuit against the City alleging violations of the California Fair Employment and Housing Act. The City requires assistance of outside counsel in defense of this lawsuit.

Financial Considerations: There will be no impact to the City's General Fund, this matter is funded by the City's risk fund. tender.

Local Business Enterprise (LBE): Angelo Kilduff & Kilday, LLP is an LBE.

CITY OF SACRAMENTO
LEGAL SERVICES AGREEMENT*

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

Angelo, Kilday & Kilduff, LLP
601 University Avenue, Suite 150
Sacramento, CA 95825
Attn: Serena Warner
Phone: (916) 564-6100
swarner@akk-law.com

(“ATTORNEY”), as of the Effective Date, as defined below.

The CITY and ATTORNEY agree as follows:

1. **Effective Date.** This Contract shall be effective beginning March 1, 2026.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, ATTORNEY shall provide to CITY the services described in Exhibit A (“Services”).

ATTORNEY will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) ATTORNEY notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) ATTORNEY estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid ATTORNEY.

* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay ATTORNEY at the times and in the manner set forth in Exhibit B. ATTORNEY shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, ATTORNEY shall, at its sole cost and expense, furnish all facilities and equipment required for ATTORNEY to perform this Contract. CITY shall furnish to ATTORNEY only the facilities and equipment listed below, if any.
6. **Insurance.** ATTORNEY shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** ATTORNEY shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

ATTORNEY acknowledges and represents that ATTORNEY has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, ATTORNEY shall promptly provide any documents and information required by City to verify Contractor's compliance.

ATTORNEY's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all ATTORNEY 's contracts with the City is \$250,000 or more over a 12-month period.

ATTORNEY acknowledges and represents that ATTORNEY has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code

chapter 3.62. If requested by City, ATTORNEY shall promptly provide any documents and information required by City to verify ATTORNEY's compliance. ATTORNEY shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

ATTORNEY's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

ATTORNEY acknowledges and represents that ATTORNEY has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, ATTORNEY shall promptly provide any documents and information required by City to verify ATTORNEY's compliance. ATTORNEY shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

ATTORNEY's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Authority.** The person signing this Contract for ATTORNEY represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the ATTORNEY and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

ATTORNEY AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

David Gibson, Senior Deputy City Attorney
Office of the City Attorney
915 I Street, New City Hall, 4th Floor
Sacramento, CA 95814
(916) 808-5346
dgibson@cityofsacramento.org

All ATTORNEY questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The ATTORNEY Representative for this Agreement is:

Angelo, Kilday & Kilduff, LLP
601 University Avenue, Suite 150
Sacramento, CA 95825
Attn: Serena Warner
Phone: (916) 564-6100
swarner@akk-law.com

All CITY questions pertaining to this Agreement shall be referred to the ATTORNEY Representative. All correspondence to ATTORNEY shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to CITY, and Notices to CITY shall be addressed to the CITY Representative.

2. Scope of Services. As directed by the CITY Representative, ATTORNEY shall represent the City of Sacramento in Anna Tekautz v. City of Sacramento, Sacramento Superior Case no. 25CV026558.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided in Exhibit C.

4. **Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. yes no [check one]

ATTORNEY shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, ATTORNEY shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **ATTORNEY's Compensation.** The total of all fees paid to the ATTORNEY for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$295,000.00 (TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS). The payments specified in this Exhibit B shall be the only payments made to ATTORNEY unless the City approves a Supplemental Contract.
Such compensation shall be the sole and total remuneration for the rendition of services under this agreement.
All invoices for payment should reference funding source: RISK CLAIM NO. 4A2511DF1KR-0001.
2. **Billable Rates.** ATTORNEY shall be paid for the performance of Services at an hourly billing rate of THREE HUNDRED AND FIFTEEN DOLLARS (\$315.00) for all Partners and Senior Counsel, TWO HUNDRED AND NINETY-FIVE DOLLARS (\$295.00) for Senior Associates, TWO HUNDRED SEVENTY-FIVE DOLLARS for associates, ONE HUNDRED AND FIFTY-FIVE DOLLARS (\$155.00) for paralegal work, all to be billed in tenths of an hour.
3. **ATTORNEY's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of ATTORNEY for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to ATTORNEY.** ATTORNEY is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to ATTORNEY shall be made within a reasonable time after receipt of ATTORNEY's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. ATTORNEY may request payment on a monthly basis. ATTORNEY shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
caolsa@cityofsacramento.org
Attn: Outside Counsel Billing Matters
Please reference the case name and claim no in the subject line.
 - (2) Postal Mail. If emailing is not an option, mail to:
Office of the City Attorney
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814

- C. All invoices submitted by ATTORNEY must contain the following information:
- (1) Job/Project Name
 - (2) CITY's current Purchase Order Number/Risk Claim no.
 - (3) ATTORNEY's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) ATTORNEY's remit address
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Contract (if applicable)
- D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to ATTORNEY for correction. CITY is not responsible for delays in payment to ATTORNEY resulting from ATTORNEY's failure to comply with the invoice format described above.

5. Billing. Invoices for legal services rendered shall comply with the following:

- A. Each task shall be distinctly and completely identified; the CITY will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
- B. Costs under \$500.00 shall be paid by ATTORNEY and submitted with their normal billing.
- C. CITY reserves the right to audit all invoices.
- D. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:
- (1) CITY expects each individual working on the matter for which ATTORNEY was retained to have the necessary experience to perform the services required to protect or pursue CITY'S interests in the matter in a cost-effective manner.
 - (2) CITY expects ATTORNEY to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by the CITY based on rate adjustments for the appropriate level of personnel.
 - (3) CITY acknowledges the benefit of communications between attorneys in the firm. CITY does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. CITY will not pay for "team meetings" and CITY will evaluate the necessity of any intra-office conferences for "value added" to the matter by the conference, the number of individuals attending, the length of the conference, and the subjects discussed.

- (4) CITY will not pay for time spent on filing, calendaring, indexing pleadings, photocopying, conferences by clerical staff, proofreading, re-drafting due to substandard work, time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by CITY in advance, or opening, organizing or closing files.
- (5) Vague billing which does not contain sufficient information to allow City's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by CITY.

6. Budget.

- A. Unless already provided, ATTORNEY shall provide CITY with a proposed budget for the services to be rendered pursuant to this Agreement within ten days. The budget shall include all projected fees and costs to be incurred by ATTORNEY and necessary for completion of the representation. The budget shall be a good faith estimate and shall be as complete and detailed as possible, including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations.
- B. Should it become reasonably apparent to ATTORNEY that the actual billings will exceed the initial estimate of anticipated legal costs and fees, Contractor shall immediately notify CITY in advance and shall submit a revised written estimate for CITY's approval.

7. Additional Services. Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the CITY in accordance with the CITY's contract amendment procedures. The CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

8. Accounting Records of ATTORNEY. During performance of this Contract and for a period of three years after completion of performance, ATTORNEY shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of ATTORNEY's costs for performance under this Contract and records of ATTORNEY's Reimbursable Expenses. ATTORNEY shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.

9. Tax Payments. ATTORNEY shall pay, when and as due, any and all taxes incurred as a result of ATTORNEY's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. ATTORNEY hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of ATTORNEY's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, ATTORNEY shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that ATTORNEY is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for ATTORNEY's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

ATTORNEY 's liability to the CITY is not in any way limited to or affected by the amount of insurance coverage required or carried by the ATTORNEY in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the ATTORNEY and subcontractors, products and completed operations of ATTORNEY and subcontractors, and premises owned, leased, or used by ATTORNEY and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of ATTORNEY and subcontractors; products and completed operations of ATTORNEY and subcontractors; and premises owned, leased, or used by ATTORNEY and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the ATTORNEY.

The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Contract, ATTORNEY certifies as follows:

“ATTORNEY certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, ATTORNEY does transport items under this Contract, or this Contract is amended to require any employees of ATTORNEY to use a

vehicle to perform services under the Contract, ATTORNEY understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the ATTORNEY.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers will be in excess of ATTORNEY 's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, ATTORNEY r certifies as follows:

“ATTORNEY certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, ATTORNEY hires any employee during the term of this Contract, ATTORNEY understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the CITY.”

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is Is not *[check one]* required for this Agreement.

If required, such coverage must be continued for at least year(s) following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved, or any Services are performed.

- 7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. ATTORNEY's insurance coverage, including excess insurance, shall be primary insurance as respects the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers will be in excess of ATTORNEY's insurance and will not contribute to it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the CITY, its officials, employees or volunteers.
 - C. Coverage shall state that ATTORNEY's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. ATTORNEY shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
- 8. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the CITY in writing before execution of this Contract.
- 9. Verification of Coverage.**
- A. ATTORNEY shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the CITY Representative on demand.
 - B. ATTORNEY shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - D. The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to C ATTORNEY and/or cancel the Contract if the insurance is canceled or ATTORNEY otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** ATTORNEY shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent ATTORNEY.

- A. It is understood and agreed that ATTORNEY (including ATTORNEY's employees) is an independent ATTORNEY and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ATTORNEY nor ATTORNEY's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to ATTORNEY under the provisions of this Contract, and ATTORNEY will be issued a Form 1099 for its services hereunder. As an independent ATTORNEY, ATTORNEY hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of ATTORNEY's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this ATTORNEY or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that ATTORNEY, in the performance of its obligations, is subject to the CITY's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by ATTORNEY for accomplishing the results. To the extent that ATTORNEY obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the ATTORNEY's sole discretion based on the ATTORNEY's determination that the use will promote ATTORNEY's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by ATTORNEY, such persons will be entirely and exclusively under the direction, supervision, and control of ATTORNEY. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by ATTORNEY. It is further understood and agreed that ATTORNEY will issue W-2 or 1099 Forms for income and employment tax purposes for all ATTORNEY's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and ATTORNEY. ATTORNEY may represent, perform services for, or be employed by any additional persons or companies so long as ATTORNEY does not violate the provisions of Section 5 below.

2. **Licenses; Permits, Etc.** ATTORNEY represents and warrants that ATTORNEY has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for ATTORNEY to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. ATTORNEY shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **ATTORNEY Not Agent.** Except as CITY may specify in writing, ATTORNEY and ATTORNEY's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. ATTORNEY and ATTORNEY's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** ATTORNEY covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder ATTORNEY's performance under this Contract. ATTORNEY further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the CITY's written consent.

ATTORNEY agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the CITY's interests during the performance of this Contract. If ATTORNEY is or employs a former officer or employee of the CITY, ATTORNEY and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If ATTORNEY is shipping Hazardous Substances, ATTORNEY must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, ATTORNEY must provide a revised SDS to each CITY'S location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, ATTORNEY may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

ATTORNEY agrees to protect all City Information and treat it as strictly confidential and further agrees that ATTORNEY shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any CITY Information to any third party without the CITY's prior written consent.

In addition, ATTORNEY must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by ATTORNEY of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. ATTORNEY Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by ATTORNEY under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. ATTORNEY shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. ATTORNEY shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by ATTORNEY under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify ATTORNEY not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, CITY's failure to provide notice within the ten-day period does not relieve ATTORNEY of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from ATTORNEY by CITY, whether received in connection with ATTORNEY's proposal to CITY or in connection with ATTORNEY's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to ATTORNEY of any request for the disclosure of such information. The ATTORNEY will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The ATTORNEY shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by ATTORNEY to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by ATTORNEY of any rights regarding the information designated "trade secret" by ATTORNEY, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** ATTORNEY agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the CITY of the changes. ATTORNEY also agrees to immediately notify the CITY of any condition that may jeopardize the scheduled delivery or fulfillment of ATTORNEY 's obligations to the City under this Contract.
- 10. Standard of Performance.** ATTORNEY shall perform in the manner and according to the standards currently observed by a competent practitioner of ATTORNEY's profession in California and in compliance with all requirements of this Contract. All products that ATTORNEY delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in ATTORNEY's profession.
- ATTORNEY shall assign only competent personnel to perform on its behalf under this Contract. ATTORNEY must notify the CITY in writing of any changes in ATTORNEY s staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the ATTORNEY to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to ATTORNEY. ATTORNEY shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The ATTORNEY's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the ATTORNEY, nor will the CITY's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. ATTORNEY 's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the CITY is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The ATTORNEY shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the ATTORNEY is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the ATTORNEY shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the ATTORNEY's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend ATTORNEY's performance hereunder, in whole or in part, by giving a written notice of suspension to ATTORNEY. Upon receipt of

such notice, ATTORNEY shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to ATTORNEY. Upon receipt of such notice, ATTORNEY shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) ATTORNEY shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay ATTORNEY the reasonable value of Goods or Services provided by ATTORNEY before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by ATTORNEY had the Contract not been terminated or had ATTORNEY completed performance required by this Contract. ATTORNEY shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by ATTORNEY. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by ATTORNEY. In case of default by the ATTORNEY, the CITY reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the ATTORNEY, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

A. Indemnity: ATTORNEY shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by ATTORNEY, any subcontractor (including lower-tier subcontractors) or agent of ATTORNEY, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the supervision

and control of ATTORNEY or any subcontractor (including lower-tier subcontractors) or agent of ATTORNEY.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Contract will not affect or limit any of CITY's rights under this Section, nor will the limits of any insurance limit the liability of ATTORNEY hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the ATTORNEY Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, ATTORNEY, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: ATTORNEY shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: ATTORNEY, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. ATTORNEY shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by ATTORNEY for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by ATTORNEY of ATTORNEY's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: ATTORNEY shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of ATTORNEY is in the exclusive possession of another who fails or refuses to furnish this information, ATTORNEY shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by ATTORNEY with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to ATTORNEY under this Contract until ATTORNEY complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: ATTORNEY shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct ATTORNEY to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if ATTORNEY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ATTORNEY may request that the CITY join such litigation to protect the City's interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by ATTORNEY, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The ATTORNEY shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of ATTORNEY are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on ATTORNEY under this Agreement. In recognition of this interest, ATTORNEY shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The ATTORNEY shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, ATTORNEY warrants and certifies under penalty of perjury under the laws of the State of California that ATTORNEY, including any owner, partner, director, officer, or principal of the ATTORNEY, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. ATTORNEY further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining ATTORNEY's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. CITY will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The ATTORNEY shall provide immediate written notice to the City if, at any time prior to execution, the ATTORNEY learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the ATTORNEY's warranties and certification in this Section were erroneous, the CITY may terminate this Agreement for default.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Brett M. Witter
Title: Chief Assistant City Attorney

APPROVED AS TO FORM:



David Gibson (Mar 11, 2026 16:24:31 PDT)

Print Name: David Gibson
Title: Senior Deputy City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Services
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Insurance
- Exhibit D – General Conditions

ATTORNEY:

Serena Warner, Partner
ANGELO, KILDAY, KILDUFF, LLP

91-1756904
Federal I.D. No.

429-0138-9
State I.D. No.

103643
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (*please specify: LLP*)


Serena Warner (Mar 11, 2026 16:04:56 PDT)

Signature of Authorized Person

Serena Warner
Partner

Additional Signature (*if required*)

Title