

ATTORNEY-CLIENT HOURLY FEE AND RETAINER CONTRACT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. Pollak, Vida & Barer (the "Firm") will provide legal services to the Authority for California Cities Excess Liability ("ACCEL" or "Client") as a member of ACCEL's Attorney Panel for claims related coverage work.

1. **CONDITIONS.** This Agreement will not take effect, and the Firm will have no obligation to provide legal services, until Client signs and returns this Agreement.

2. **SCOPE OF SERVICES:** The Firm will provide legal services relating to claims matters including, but not limited to, Coverage Opinions and Reservations of Rights Letters, on a matter by matter basis, at the request of ACCEL.

3. **HOURLY FEES.** Client agrees to pay at the rate of \$350 per hour for time spent on Client's matters by the Firm's partners, \$300 per hour for time spent by associate attorneys and \$135 per hour for time spent by the Firm's paralegals.

4. **COSTS AND OTHER CHARGES.** The Firm may incur various costs and expenses performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include mileage for travel, parking, photocopying and other reproduction costs, and other similar items. All costs and expenses will be charged at the Firm's actual cost, with the exception of mileage, which will be billed at the IRS mileage rate at the time such costs are incurred.

5. **BILLING STATEMENTS.** The Firm will send the Client monthly itemized statements for fees and costs incurred.

6. **DISCHARGE AND WITHDRAWAL.** Client may discharge the Firm at any time. The Firm may withdraw with the Client's consent or for good cause.

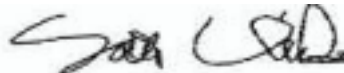
Good cause includes: Clients' breach of this agreement, Client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, any conflict of interest that should arise between the Firm's representation of the Client and its representation of or duties to any other clients of the Firm; nonpayment of fees and expenses in a timely manner; or any other circumstance that would render the Firm's continuing representation unlawful or unethical.

7. DOCUMENT RETENTION: It is understood and agreed that the Firm electronically scans and then shreds correspondence, court papers, and other paper documents, other than those documents that are required by law or other considerations to be maintained in hard copy. After the Firm's services conclude, the Firm will, upon Client's request, deliver to Client Client's documents (paper and electronic), along with any funds or property of Client's in the Firm's possession. If the file remains in the Firm's possession after the Firm's services conclude, the Firm may destroy the file three years after the conclusion of the matter.

8. UNPAID CHARGES: When the Firm's services conclude, all unpaid charges will immediately become due and payable.

DATED: October 26, 2023

POLLAK, VIDA & BARER

By: 

Scott J. Vida

I have read and understand the foregoing terms.

DATED: 11/9/2023

DocuSigned by:

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Authority for California Cities Excess Liability
Jena Covey, President