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Brower Law Group
A Professional Corporation
100 Pacifica, Suite 160
Irvine, California 92618
(949) 668-0825
Steve@BrowerLawGroup.com

November 6, 2023

VIA EMAIL (c/o Lorissa.Huey@Alliant.com)

Authority for California Cities Excess Liability
c/o Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105

Re: Engagement Agreement

Dear ACCEL:

I want to thank you for agreeing to retain the Brower Law Group, A Professional Corporation ("BLG"), as your legal counsel for certain matters. Set forth below are the formal terms applicable to our relationship. Please read and review the agreement carefully and then, if you wish to proceed as set forth herein, return a fully-signed copy to me.

ENGAGEMENT AGREEMENT

1. Retention of Firm. Authority for California Cities Excess Liability (hereinafter "Client") hereby retains the Brower Law Group, A Professional Corporation ("BLG") to provide legal services as more fully set forth herein. This Engagement Agreement ("Agreement") shall apply to all matters as to which BLG agrees to represent Client, unless a separate Agreement is entered into for a specific matter (such as direct representation of a member).

2. Scope of Representation. Client has initially retained BLG to provide legal services in relation to advice on insurance coverage issues as assigned by the Board or an authorized Committee.

   Client understands that although there may be tax implications to many legal transactions, BLG is not providing any tax advice in the course of its legal representation and Client is advised to seek tax assistance, if applicable, from other sources.

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3. Fees and Expenses.

3.1 Fees. It is difficult to predict the exact nature and extent of legal services to be performed in litigation because there are multiple alternatives to reaching a resolution. In this instance the parties to this Agreement have agreed to proceed on an hourly rate basis. BLG will charge for all time which legal professionals incur in providing legal service to Client, including time traveling to court, meetings, and depositions. Written bills will be presented, generally on a monthly basis, with a detailed description of the services which have been provided, including the identity and rate of the legal professional providing the service, to the nearest one-tenth of an hour.

Client will pay BLG at the rate of $550 per hour for the time of Steven Brower, and $500 per hour for the time of Tae Im, which is consistent with the rate charged to government entities and which represents a discount of $200 per hour from their customary rates. The parties agree that these rates represent an amount that is reasonable and necessary to represent Client.

The parties anticipate that it may be appropriate to have assistance by other attorneys or professionals to minimize the overall cost and maximize the overall value to Client. The rates for additional attorneys and professionals vary based on their level of experience, ranging from $250 to $500 per hour. The exact rates will be shown on billings to Client. Payment of invoices is due within 30 days of the receipt by Client of each invoice.

Client hereby authorizes BLG to receive, endorse, cash and otherwise cause any settlement and/or judgment funds to be deposited in the BLG Client Trust Fund, and to be disbursed to Client and to BLG in a manner consistent with this Agreement and the ethical rules applicable to attorneys licensed in the State of California.

3.2 Expenses. Client will, at the election of BLG, pay directly or reimburse BLG for out-of-pocket expenses reasonably incurred in connection with the performance of legal services for Client. Such expenses include, without limitation, filing fees, reporter fees, witness fees, bond fees, court costs, database research, electronic discovery vendor fees, delivery, copying, and travel. BLG will charge Client only for its actual cost when payable to a third-party. Routine postage, copying, scanning, telephone

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and similar charges are part of the overhead of BLG and will not be charged to Client.

3.3 Engagement Deposit. No Engagement Deposit shall be required at this time. BLG reserves the right to request a deposit if there is a material change in the scope of work being handled by BLG or if there has been a material breach of the payment terms set forth herein.

4. Termination. Client may terminate this Agreement at any time with written notice to BLG, subject to court procedures requiring a substitution of attorney. However, BLG will still be entitled to the payment of the reasonable value of all services provided through the effective date of the termination. BLG may terminate this Agreement: (i) for cause, or (ii) for any reason set forth in Rule 1.16 of the California Rules of Professional Conduct, or (iii) if Client fails to make any payment to BLG when due within 10 business days after receipt of separate written notice thereof from BLG. Upon termination of the engagement, BLG will: (i) take such steps as it deems appropriate to formally withdraw from such proceedings, if any, in which it may be counsel of record, and, (ii) provide reasonable transitional assistance to new counsel, if any, designated by Client. BLG may, at its discretion, bill Client for the cost of duplicating any or all documents from Client's file.

5. Client's Duties.

5.1 Truthfulness. Client agrees to be truthful with BLG, to keep BLG informed of any pertinent information or developments which may come to Client's attention, to abide by this Agreement, and to attend meetings, depositions and court proceedings as appropriate.

5.2 Cooperation. Client agrees to cooperate with and timely respond to all of BLG's requests for information and documents, and agrees to appear as required for matters in the case, including without limitation, appearances in court, at settlement conferences or mediation, for depositions and other discovery matters, and for preparation of testimony.

6. Governing Law. This Agreement, including its negotiation, execution and implementation shall in all respects be interpreted, enforced and governed by the laws of the State of California. The parties agree that the exclusive venue for any suit regarding the services rendered or the amounts due under this Agreement shall be in Orange County, California, whether in the state or federal court. BLG agrees that it will comply with the obligations imposed upon

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attorneys licensed in the State of California in the performance of this Agreement.

By signing below, Client agrees to the above terms and acknowledges receipt of a copy of this Agreement. Client acknowledges that it has the right to review this Agreement with independent counsel before entering into it.

Sincerely,

Steven Brower

Agreed:

DocuSigned by:
Jena Covey
79F22205DDCE48B...

ACCEL
By: Jena Covey
Its: President

11/9/2023
Dated