

OUTSIDE COUNSEL GUIDELINES



**CITY OF
TRENTON**
Department of Law

I. INTRODUCTION

The City of Trenton, acting through the Department of Law (the “Department”), serves as legal representative and counsel for the Mayor, City Council, all departments within the City as well as City employees (hereinafter and collectively, the “City”). The Department is committed to providing the highest quality legal services in the most cost-effective manner to the City and regularly retains outside law firms and attorneys (hereinafter, “Outside Counsel”) to represent the City for a variety of reasons, including but not limited to, the existence of conflicts of interest, the need for specialized legal expertise, and to handle internal caseload overflow. In an effort to provide clear and concise guidelines, standardize processes and procedures with respect to the handling of all legal matter to ensure effective and efficient handling, as well as set forth the Department’s expectation, the Department is issuing these Outside Counsel Guidelines (the “Guidelines”).

These Guidelines are effective for all work performed beginning July 1, 2017, supersede any previously issued guidelines and directives, and, unless exceptions are approved in writing by the Director of Law, constitute the terms under which Outside Counsel are required to operate. It is incumbent upon Outside Counsel to review and understand these Guidelines and adhere to same.

Any questions about these Guidelines should be promptly directed to the Law Director or the Designated Attorney (as defined below).

The Department reserves the right to amend these Guidelines from time to time. When such amendments occur, the Department shall provide written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes.

II. RETENTION

The City will retain Outside Counsel through a written retention letter and packet. However, Outside Counsel may begin work pursuant to oral retentions which may occur directly after an authorizing resolution has been approved by the City Council of the City of Trenton (the “City Council”) and a retention letter will follow shortly thereafter.

III. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Prior to your engagement, Outside Counsel **must** carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, Outside Counsel is expected to promptly bring those conflicts to the attention of the Designated Attorney (as defined herein). Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the Department does expect to be consulted before Outside Counsel accepts an engagement that will require it to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The Department in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if Outside Counsel's representation continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's affirmative representation that it has conducted an appropriate conflict check and no conflict exists.

B. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be promptly reported to the Designated Attorney.

IV. RESPONSIBILITIES OF THE CITY

A. Designated Attorney

The Law Director shall designate himself/herself or an Assistant City Attorney (the "Designated Attorney") to work with and monitor the work of Outside Counsel. The Designated Attorney will be the primary point of contact for Outside Counsel on all matters assigned, and shall be expected to (i) provide clear, specific instructions and communicate the Department's objectives; (ii) closely monitor the Strategy, Budget and Action Plan (as defined below) and the progress of each matter; (iii) keep Outside Counsel informed of important developments within the Department and the City, and (iv) act as liaison between Outside Counsel and City's personnel and departments to facilitate requests for information/documentation and to ensure that all such information/documentation is timely and accurately provided. In all matters, the Law Director remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In various matters, the Designated Attorney may be engaged with Outside Counsel in the day-to-day conduct of such matters. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about legal matters must be made in collaboration with the Designated Attorney.

All motions and briefs must be sent in draft form to the Designated Attorney prior to filing with sufficient lead time (e.g., a minimum of one week for major briefs) to allow for meaningful review and comment. Only in exceptional circumstances should the lead time for any non-urgent matter be less than three (3) business days. Outside Counsel shall confer with the Designated Attorney about exceptions to this requirement for routine documents and when extraordinary circumstances will prevent Outside Counsel from providing the reasonable lead time specified in this paragraph. No motions, briefs or other correspondence with a court may be sent or filed on behalf of the City unless these documents have been approved by the Designated Attorney (or, in the event of the Designated Attorney's unavailability, with the approval of the Law Director or other Assistant City Attorney in the Department). Unless otherwise instructed, Outside Counsel shall copy the Designated Attorney on all correspondence sent and/or filed.

In some instances, the City may elect to use cost-effective internal resources or expertise for particular aspects of a legal matter. It therefore is essential that the City be consulted in advance of all contemplated significant steps in a matter. In that way, we can jointly determine, for instance, whether a particular research project is necessary, whether a task can be handled internally, if a motion should be made, how document gathering and review can be handled most economically, if and when settlement discussions should begin, and who should conduct those discussions. Obviously, the Department expects that the time, money and resources spent on any legal matter must be commensurate with its significance. The Department expects Outside Counsel to work with it to successfully resolve matters with all due dispatch and in the most cost effective manner.

In event cases do not settle or result in dismissal, law firm must be committed to undertake best efforts from trial and appeals per direction of law department.

NOTE: The Department may deny any fees or costs charged that are incurred outside of the scope of these Guidelines.

V. CASE MANAGEMENT, REPORTING AND BUDGETING

Each matter assigned to Outside Counsel is to be thoroughly evaluated at its outset. Immediately upon receipt of the case assignments and prior to submission of SBA plans we compel initial case review meeting between designated monitoring attorney and designated responsible outside counsel to provide some measure of initial direction and parameters. Within thirty (30) days thereafter, Outside Counsel shall submit to the Designated Attorney a Strategy, Budget and Action Plan (the "SBA Plan") for each new matter or project, unless directed otherwise in writing by the Designated Attorney. The SBA Plan is a tool for both Outside Counsel and the Designated Attorney to monitor legal expenses and to facilitate communication concerning the identification and achievement of the objectives of the engagement.

The SBA Plan for litigation matters shall include the following: (i) identification of the individuals with the appropriate expertise and experience that will be assigned to each matter, including the identification of an experienced trial attorney (preferably, Certified

Trial Attorney); (ii) likely costs of the litigation to the City, (ii) possible outcomes and the projected likelihood of each outcomes; (iv) probable and ultimate verdict range; (v) potential settlement value and recommendations; and (vi) proposed strategy and tactics for termination or resolution.

The SBA Plan for advice matters shall include: (i) a listing of the issue(s) to be addressed; (ii) the anticipated time needed to research the issue(s); and (iii) the anticipated cost for researching the issue and preparing written advice on the issue(s).

The budget contained in the SBA Plan should reflect major assumptions, conform to the establish strategy and action plan, identify specific work phases and provide an estimate of the cost of each phase, identifying projected fees and disbursements. At a minimum, for litigation matters, each budget must provide an estimate of fees and costs for each of the following phases and/or tasks: initial pleadings, motion to dismiss, interviews of witnesses, written discovery requests and responses, document review and analysis; preparation for depositions; take and defend depositions; identify and retain experts; obtain expert reports (including communications with own expert); prepare dispositive motions; prepare non-dispositive motions; trial preparation (broken down by motions *in limine*, trial briefs, exhibit preparation, presentation of witness outlines, witness preparation, jury charges, verdict sheets, etc.); trial; post-trial proceedings. In certain cases, the Department may set a template budget based on past experiences in similar cases. In such event, the Designated Attorney will promptly notify Outside Counsel.

The Department reserves the right to revise any SBA Plan prepared by Outside Counsel. Outside Counsel and the Designated Attorney shall work collaboratively on any revisions to the SBA Plan; however, the Law Director has final authority to approve any SBA Plan. Outside Counsel shall notify the Designated Attorney immediately of all developments that may causes a budget to vary significantly.

NOTE: Time spent preparing an SBA Plan should be between 2-3 hours.

The City places significant reliance on cost estimates and expects Outside Counsel to prepare them with care. Although the Department understands that unanticipated events may have an impact on costs, it is expected that Outside Counsel promptly consults with the Designated Attorney if Outside Counsel believes that the most recent cost estimate provided is no longer accurate.

A. Staffing

Staffing decisions regarding the attorneys assigned to each matter, including both the overall staffing structure and the specific individuals involved, must be addressed in the SBA Plan as indicated above, as well as discussed in advance with the Designated Attorney. The Department expects the lead attorney retained to be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that lead attorney, however, should be appropriate to the magnitude of the matter and the efficiency required for a timely, cost-effective, quality work product. When a senior lawyer can handle an assignment most

efficiently (based on skill and experience), we expect that lawyer to complete the assignment. Work suitable to more junior attorneys should be delegated. The Department expects however, that each case be assigned a Senior Attorney capable of trying the case, if requested by the City. Attorneys should never bill to perform tasks that could be effectively handled by support personnel.

The Department generally expects to be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. We recognize that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. We insist, however, that no more than the minimum number of attorneys necessary to an event attend. Internal conferences and charges for drafting and reading internal email correspondence are not reimbursable.

The Department believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and expects outside counsel to strive for such continuity. The Department will not pay for learning time that may result from staffing changes. In addition, the Department will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars. The Department will not ordinarily pay for summer associate time unless such time has been identified as part of the approved SBA Plan for appropriate work. The Department does not expect to be billed and will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The Department also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

B. Rates

The Department will pay for actual services rendered at rates established in Requests for Proposals, which shall include a separate rate for Shareholders, all other attorneys and paralegals.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter.

Outside Counsel should bear in mind that invoices may be disclosed pursuant to New Jersey's Open Public Records Act and that courts may not sustain assertions of privilege by the Department. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel should, to the extent practicable and consistent with the need to fully inform the Department of its activities and to allow the Department to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

C. Acceptable Fees/Charges

Overhead charges may not be billed. The Department will not reimburse Outside Counsel for basic support services, which the Department deems to be part of Outside Counsel's overhead and built into its rates. The Department will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar
- Investigating potential conflicts
- Preparing budgets beyond agreed upon time
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

Basic legal research may not be billed. Outside Counsel is expected to be familiar with the basic substantive law at issue in the matter for which it was retained, and the Department should not be charged for this type of research. The Department also expects to benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research should be addressed in Outside Counsel's proposed budget.

The Department will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained above, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable without the express written preapproval of the Designated Attorney

Out-of-pocket costs must be itemized and passed through with no markup. The Department will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in these Guidelines. Outside Counsel's invoices to the Department should reflect the actual cost and should not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The Department may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

Prohibited disbursements. The Department considers certain disbursements to be part of Outside Counsel's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services

- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning. Copying charges may be billed to the Department at the lesser of the most favorable rate applied by Outside Counsel or 8 cents per page for black and white copies and 50 cents per page for color copies when color copies are reasonably necessary. The Department will reimburse for document scanning at Outside Counsel's regular rate, up to a maximum of 8 cents per page, for document productions, but the City will not pay time charges associated with scanning, and there should be no charges associated with the scanning and filing of court papers and correspondence. Every effort should be made to minimize scanning expenses by working with documents in electronic format whenever possible.

Couriers and Overnight Mail. The Department will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. The Department expects Outside Counsel to use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. We expect Outside Counsel to consider using less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Maintenance of Expense Records. To ensure compliance with the Department's reimbursement policies, all Outside Counsel shall require itemization of out-of-pocket expenses such as before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines..

Be Mindful of State Ethical Guidelines. When hosting or traveling with Department or other City personnel, please bear in mind that City employees are bound by strict ethical guidelines and cannot accept gifts of any kind—including meals—from Outside Counsel.

Vendor discounts must be passed through. If your firm receives a discount or rebate from a vendor based on your aggregate level of business with that vendor, the City expects such discount to be disclosed and to receive the benefit on a proportionate basis.

D. Discovery

You must discuss discovery planning with the Designated Attorney at the outset of each matter and throughout the life of the case. Ordinarily, in each case where significant discovery is anticipated, the Department will expect Outside Counsel to prepare a written process memo. The process memo should set forth your plan for discovery, including electronic discovery, the tasks that must be completed, the allocation of responsibility for each task and a budget. When a process memo is required, the Department will not be responsible for any charges incurred where the work is not contemplated by the memo or exceeds the stated budget, absent prior agreement. The Department will insist on processes that mitigate risk and are cost-effective, while meeting all discovery obligations imposed by applicable rules, practices, and orders.

E. Settlement

Outside Counsel have no settlement authority unless and until such authority is explicitly conferred on them by the Designated Attorney. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Designated Attorney, and not pursue formal or informal settlement discussions without the Designated Attorney's approval. Outside counsel should immediately inform the Designated Attorney of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Outside counsel should notify the Designated Attorney of any Court ordered settlement conference immediately upon notification from the Court. Outside Counsel MUST consult with Designated Attorney at least (7) days prior to any Court ordered settlement conference to discuss strategy and settlement authority level.

F. Exceptions to Guidelines

It is Outside Counsel's responsibility to discuss with the Designated Attorney all questions concerning the application of these Guidelines before proceeding on a course of action not specifically authorized by the Guidelines. The Designated Attorney has authority to modify or waive Guidelines impacting the conduct of a matter, but not to modify or waive Guidelines related to billing except as explicitly specified herein. If an exception to other billing aspects of any Guidelines is deemed necessary by Outside Counsel, a request must be submitted and approval must be obtained from the Law Director or his/her designee.

The Department will not reimburse Outside Counsel for any fees or expenses incurred in violation of these Guidelines. Only the Law Director may orally grant exceptions from these Guidelines, and in the event of such oral exception, either the Director or Outside Counsel should promptly confirm the exception in an email message or other writing.

G. Media Relations/Law Firm Advertising

All media inquiries relating to the City should be referred promptly to the Designated Attorney and discussed with the Designated Attorney before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and you cannot reach the Designated Attorney, please

contact the Law Director.

H. Engagement and Payment of Vendors, Including Experts

It is the responsibility of Outside Counsel to select the most appropriate, competent, and cost-effective vendor in each instance. The Department shall have the responsibility to pay each vendor directly. To that end, whenever Outside Counsel selects a vendor, and such vendor has rendered service, Outside Counsel shall send the Department the vendor's invoice under cover letter expressly stating that such vendor has completed the activity for which it was engaged and requesting payment for same.

I. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If outside counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Designated Attorney or, if the alleged breach involves the Designated Attorney, advise the Director of Law. The Department will terminate its relationship with any Outside Counsel who, in the Department's sole discretion, fails to adhere to the foregoing ethical standards.

J. Malpractice Insurance

Outside Counsel is expected to maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Designated Attorney with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Designated Attorney.

K. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by law in the jurisdiction in which the matter was pending, whichever is longer.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel frequently gains access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of the firm's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires

Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances should such confidential information be transported outside your offices -- either physically or over the public internet-- unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the Designed Attorney immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

VII. INVOICING POLICY

For litigation and non-bond legal transactional matters, Outside Counsel are expected to submit invoices on a monthly basis (hereinafter, the "Billing Period"). Each Billing Period commences on the first day of each month and ends on the last day of that month. All charges must reflect the work performed within the Billing Period or a reasonable time before the Billing Period. Absent good cause, as defined by the Department, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. In addition, Outside Counsel will be subject to the following reduction in payments for the untimely submission of invoices:

- Invoices submitted more than 45 days after the commencement of each Billing Period but up to 90 days will incur a 10% reduction in the gross amount billed;
- Invoices submitted more than 90 days after the commencement of each Billing Period but up 120 days will incur a 20% reduction in the gross amount billed;
- Invoices submitted more than 120 days after the commencement of each Billing Period but up 180 days will incur a 50% reduction in the gross amount billed; and
- Invoices submitted more than 180 days after the commencement of each Billing Period will not be considered for payment by the Department and will be denied.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the invoice are reasonable for

the legal matter involved and necessary for the proper provision of legal services to the City. In addition to reductions for untimely submission of invoices, the Department reserves the right to make any reasonable deductions or modifications to timely submitted invoices. The Department shall provide any such deductions or modifications to Outside Counsel within thirty (30) calendar days of the receipt of a monthly invoice. The failure of the Department to provide any deductions or modifications within this time period shall constitute a waiver of the Department's right to make any such deductions or modifications.

Outside Counsel may submit a written appeal of any deductions or adjustments made by the Department within ten (10) calendar days of the receipt of any deductions or adjustments by letter, email or fax to the attention of the Law Director. The Law Director or designee shall review the appeal and submit a written reply within twenty (20) calendar days of the receipt of the appeal. If the appeal is denied, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file.

NOTE: THE CITY WILL PROMPTLY TERMINATE THE SERVICES OF ANY OUTSIDE COUNSEL WHOSE BILLING PRACTICES RAISE QUESTIONS ABOUT THE OUTSIDE COUNSEL'S INTEGRITY, HONESTY OR COMPLIANCE WITH THE APPLICABLE RULES OF PROFESSIONAL CONDUCT OR THESE GUIDELINES.

A. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Division of Law's matter number
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description should clearly state the nature of the task performed sufficient to allow the Department to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total

- Detail of reimbursable expenses and disbursements at actual cost

If Outside Counsel provide services on more than one matter during a billing period, a separate invoice for each matter is required.

Outside Counsel agree to submit all invoices in accordance with the time, manner, format and medium so designated by the Department.

VIII. GRATUITIES

City employees **are prohibited from accepting any gift, favor, service or other thing of value related in any way to the employee's public duties**. Vendors are prohibited from offering a gift or other thing of value to a City employee with which the vendor transacts business or offers to transact business. City employees are prohibited from soliciting a gift or thing of value from a vendor. This includes charitable donations made in the name of a City employee.

IX. BILLING

Block Billing on Invoices

Invoices should set forth in detail the related professional, the distinct tasks and activities performed by each professional, the time expended in tenths of an hour and fees charged for that work in separate time entries. Additionally, the task description must be sufficiently descriptive in order to identify the facility, location or office involved. Descriptions of blocks, batches of activities or tasks under one charge (i.e., "block-billing") are **unacceptable**. Invoices that contain any "block" billing entries will be returned.

For example, an invoice containing the following entry will be returned:

Hours Description

1.5 Reviewed plaintiff's interrogatory responses; prepared letter to opposing counsel regarding settlement options; continue drafting motion for summary judgment.

An acceptable method to enter the time entry would be:

Hours Description

1.5 Reviewed plaintiff's interrogatory responses (.3); prepared letter to opposing counsel regarding settlement options (.4); continue drafting motion for summary judgment (.8).

X. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

By accepting an engagement with the City, Outside Counsel will be deemed to have familiarized themselves with these guidelines and to have agreed to adhere to them in all respects, now and as they may change from time to time. this acceptance is a matter both of contract and professional responsibility.