

ATTACHMENT 7

CITY OF OAKLAND
SCOPE OF SERVICES/RETENTION AGREEMENT

May 28, 2013

Hanson Bridgett LLP
William Adams
1676 N. California Blvd. Suite 620
Walnut Creek, CA 94596

Re: Mohammed Harun Arsalai et al. (28044)

Hanson Bridgett LLP agrees to represent the City of Oakland in the matter referenced above. In addition to this attachment, all of the conditions in the Professional Services Agreement executed between the City of Oakland and Hanson Bridgett LLP remain valid.

Your staffing of this matter will consist of the individuals listed on this attachment. You agree not to involve, for billing purposes, additional attorneys without the prior written consent of either the City Attorney or the Chief Assistant City Attorneys. You must obtain the City Attorney's or the Chief Assistant City Attorneys' written consent before starting any significant legal research or any other task that is not included in your original scope-of-service outline.

The amount to be paid pursuant to this Agreement shall not to exceed \$285,190. All reimbursable expenses must be included in this budget. The maximum that will be paid for the entire scope of service per matter will not exceed the not to exceed amount above, even if the Counsel's actual costs per matter exceed the amount referenced above. If the scope of service requires a change, the Office of the City Attorney must approve the changes in writing before they are incurred. The Office of the City Attorney will not approve bills/invoices that are in excess of budget, absent prior approval.

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GENERAL INSTRUCTIONS

Prepare all documentation necessary for this matter in accordance with these instructions and the City of Oakland's Policy Guide for Outside Law Firms. You should promptly inform the City Attorney or the Chief Assistant City Attorneys of major developments and of material legal issues that may arise while providing legal services.

The City of Oakland will rely on your advice and counsel as well as any documents prepared by you, to properly protect its interests and to acquire legally enforceable rights.

COMMUNICATION AND WORK PRODUCT

The Deputy City Attorney assigned to this matter is Arlene Rosen. Except as otherwise noted in this Agreement, direct questions, communications and correspondence to Arlene Rosen.

BILLING INSTRUCTIONS

Separate bills/invoices are required for each specific matter. Absent an express agreement to the contrary, bills/invoices must be submitted monthly, unless another arrangement is agreed to in advance, or unless the matter is inactive.

All bills/invoices should include hours spent (to nearest fraction), brief description of the services rendered and the individual who provided the services. A summary of the total hours by individual with his/her billing rate should also be included.

All bills/invoices for services and disbursements must conform to the format of the budget per the Scope of Service Agreement, i.e., the bill/invoice must be in a form that will enable the Office of the City Attorney to compare the items that made up the budget with the items that appear on the bill/invoice.

All bills/invoices must include an accounting showing the original budget amount per the Scope of Service Agreement, the billed/invoiced amounts to date and the amount remaining on the original budget. Bills not including this accounting will be returned unpaid.

OCA will not approve bills/invoices that are in excess of budget, absent prior approval.

SCOPE OF WORK/OUTLINE OF SERVICES

	Hours	Fees	Expenses	Total
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
			Total Pleadings Phase:	

	Hours	Fees	Expenses	Total
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
		Total Discovery Phase:		

[illegible]

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	Hours	Fees	Expenses	Total
Total Pre-Trial & Trial Phase:				\$ 164,715.00
Cumulative Total:				\$ 285,190.00

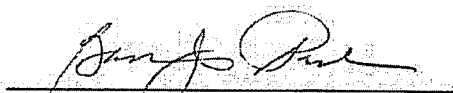
LIST OF FIRM'S STAFF TO WORK ON THE MATTER & HOURLY RATES

William E. Adams, Partner
 (we) Alexandria Arencio, Senior Counsel
APPROVAL

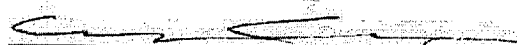
\$395.00 per hour
 \$310.00 per hour

City of Oakland
 Barbara Parker, City Attorney

Hanson Bridgett LLP


 Signature

6/11/13
 Date


 Signature

5/29/13
 Date

To be attached to signed Agreement

ATTACHMENT 4

**CITY OF OAKLAND
SCOPE OF SERVICES/RETENTION AGREEMENT**

July 31, 2013

Michelman & Robinson, LLP
455 Market Street, Suite 1420
San Francisco, CA 94105

Re: Mohammed Harun Arsalai et al. (28044)

Michelman & Robinson, LLP agrees to represent the City of Oakland in the matter referenced above. In addition to this attachment, all of the conditions in the Professional Services Agreement executed between the City of Oakland and Michelman & Robinson, LLP remain valid.

Your staffing of this matter will consist of the individuals listed on this attachment. You agree not to involve, for billing purposes, additional attorneys without the prior written consent of either the City Attorney or the Chief Assistant City Attorneys. You must obtain the City Attorney's or the Chief Assistant City Attorneys' written consent before starting any significant legal research or any other task that is not included in your original scope-of-service outline.

The amount to be paid pursuant to this Agreement shall not to exceed **\$285,190. (Matter formerly with Hanson Bridgett; transferred 8-1-13; available balance \$251,723.67)** All reimbursable expenses must be included in this budget. The maximum that will be paid for the entire scope of service per matter will not exceed the not to exceed amount above, even if the Counsel's actual costs per matter exceed the amount referenced above. If the scope of service requires a change, the Office of the City Attorney must approve the changes in writing before they are incurred. The Office of the City Attorney will not approve bills/invoices that are in excess of budget, absent prior approval.

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The City of Oakland will rely on your advice and counsel as well as any documents prepared by you, to properly protect its interests and to acquire legally enforceable rights.

COMMUNICATION AND WORK PRODUCT

The Deputy City Attorney assigned to this matter is Arlene Rosen. Except as otherwise noted in this Agreement, direct questions, communications and correspondence to Arlene Rosen.

BILLING INSTRUCTIONS

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SCOPE OF WORK/OUTLINE OF SERVICES

		Hours	Fees	Expenses	Total
Total Pleadings Phase:					

		Hours	Fees	Expenses	Total
Total Discovery Phase:					

		Hours	Fees	Expenses	Total
Total ADR Phase:					

09-11-2000

LIST OF FIRM'S STAFF TO WORK ON THE MATTER & HOURLY RATES

\$395.00 per hour
~~\$395.00 per hour~~
 \$275.00 per hour

Michelman & Robinson, LLP

Signature

Date 9/5/2013

To be attached to signed Agreement

39. Approval

If the terms of this Agreement are acceptable to Counsel and the City, sign and date below.

40. Inconsistency

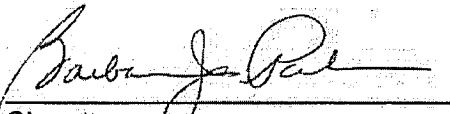
If there is any inconsistency between the main Agreement and the attachments/exhibits, the text of the main Agreement shall prevail.

City of Oakland,
a municipal corporation


Counsel,

Barbara J. Parker
City Attorney

Michelman & Robinson, LLP


Signature

9/19/13
Date


Signature

9/17/2013
Date

City of Oakland
Business Tax Certificate Number