

COUNCIL MEETING
November 4, 2008

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Attorney – Ratify existing contracts, approve two contract amendments, and approve two new contracts for independent counsel

Expenditure: Not to exceed \$250,000

RECOMMENDATION

Recommendation of the City Attorney that the City Council ratify eleven existing contracts, approve two amendments, and approve two new contracts with the law firm of Liebert Cassidy Whitmore, in a cumulative amount not to exceed \$250,000.

Funding

Funding is available from the Police Department General Fund operating budget for all matters except Attachment K. Funding for Attachment K is available from the City Attorney's operating budget.

BACKGROUND

The City Attorney has hired the law firm of Liebert Cassidy Whitmore, an independent counsel with special expertise, to deal with police personnel issues. Recently the City has been confronted with a variety of legal challenges from police employees and the Torrance Police Officers Association.

City Manager's policy requires that all contracts with a single vendor exceeding a cumulative total of \$40,000 in a single fiscal year be approved by Your Honorable Body. Therefore, ratification of all existing contracts is necessary.

Approximately \$50,000 has been spent through the first quarter of this fiscal year and it is anticipated that an additional amount of approximately \$200,000 will be spent prior to the close of the fiscal year. Therefore, the City Attorney recommends approval in an amount not to exceed \$250,000 for fiscal year 08/09, for the following Liebert Cassidy Whitmore contracts.

Any additional contracts will be brought back to Your Honorable Body for approval as they arise.

ANALYSIS

The following contracts and contract amendments were previously opened and approved by the City Attorney, City Manager or City Council depending on authority level. They are before Your Honorable Body for ratification in an amount not to exceed \$159,000:

RATIFY:

Contract Number	Attachment	Description
C2005-145	A	Termination appeal
C2007-064	B	A civil service matter
C2007-117	C	Brumbaugh v. City of Torrance, USDC case number CV07-668
C2007-169	D	Brumbaugh v. City of Torrance, LASC case number BS097255
C2007-186	E	A civil service hearing
C2008-004	F	A civil service matter
C2008-123	G	A civil service matter
C2008-145	H	Nazir v. City of Torrance, LASC case number BS114709
C2008-168	I	Tillitt v. City of Torrance, LASC case number BC391870
C2008-170	J	A civil service matter
C2008-187	K	Litvin v. CalPERS, LASC case number BC391737

APPROVE:

The following contracts, which have been submitted to Your Honorable Body for ratification, also require approval of the following contract amendments:

Contract C2008-123 in an additional amount of \$21,000 for a not to exceed amount of \$30,000 (Attachment L).

Contract C2008-168 in an additional amount of \$20,000 for a not to exceed amount of \$44,000 (Attachment M).

APPROVE:

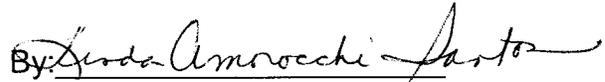
Additionally, the City Attorney recommends approval of the following two new contracts:

A contract with the law firm of Liebert Cassidy Whitmore in an amount not to exceed \$25,000 to represent the City in Los Angeles County Superior Court case number BS116560 titled Rehan Nazir v. City of Torrance and Does 1 through 10 inclusive (Attachment N).

A contract with the law firm of Liebert Cassidy Whitmore in an amount not to exceed \$25,000 to represent the City in Los Angeles County Superior Court case number BS116891 titled John Brumbaugh v. City of Torrance, a municipal corporation; John Neu, individually and as chief of police; Ross Bartlett, individually and as lieutenant and Does 1 through 10 inclusive (Attachment O).

Respectfully submitted,

JOHN L. FELLOWS III
City Attorney

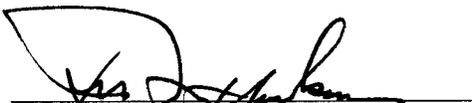
By: 
Linda Amorocchi Santos
Law Office Administrator

CONCUR:


John L. Fellows III, City Attorney


Eric E. Tsao, Finance Director

NOTED:


LeRoy J. Jackson, City Manager

RATIFY
(ATTACHMENTS A-K)

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the ~~Termination Appeal~~ Termination Appeal.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00), and from Ninety-Five to One Hundred Ten Dollars (\$95.00 - \$110.00) for time of paraprofessional staff. Scott Tiedemann’s hourly rate is Two Hundred Fifty Dollars (\$250.00). Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective January 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

C2005-145

COPY

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

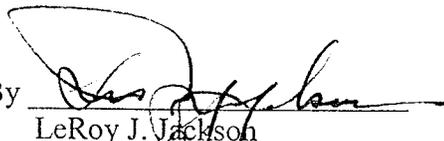
9. Term

This Agreement is effective June 15, 2005, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE
A Municipal Corporation

By 
Melanie Poturica
Managing Partner

By 
LeRoy J. Jackson
City Manager

Date 6-15-05

Date 11 July 2005

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$225.00 - \$260.00
Of Counsel	\$225.00 - \$240.00
Associates	\$160.00 - \$210.00
Labor Relations Professional	\$160.00 - \$180.00
Paraprofessionals	\$95.00 - \$110.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of December 1, 2005, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on June 15, 2005 in the amount of \$24,000.
- B. FIRM advised CITY that an additional \$25,000 is required to fund the Contract through completion of the appeal proceedings.

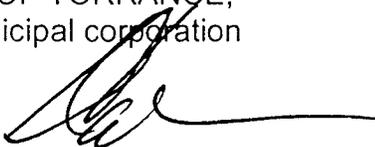
AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and Amendments will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$49,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.
4. Insurance.
FIRM must maintain at its sole expense professional liability coverage with combined single limits of at least \$1,000,000 per occurrence.
5. Business License.
FIRM will not be required to obtain a City business license.

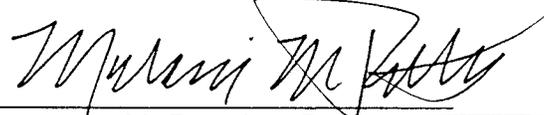
C2005-145

CITY OF TORRANCE,
a municipal corporation

LIEBERT CASSIDY WHITMORE
a professional corporation

By: 

Dan Walker, Mayor

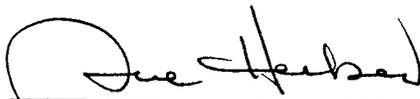
By: 

Melanie M. Poturica, Partner

APPROVED AS TO FORM:

ATTEST:

JOHN L. FELLOWS III
City Attorney



Sue Herbers, CMC
City Clerk

By: 

Exhibit A Fee Agreement

SECOND AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Second Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of May 1, 2007, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on June 15, 2005 in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2005-145)
- B. On February 28, 2006 the CITY COUNCIL approved additional funding in the amount of \$25,000 for a total not to exceed amount of \$49,000. A copy of that First Amendment is attached as Exhibit B (Contract No. C2005-145)
- C. FIRM advised that an additional \$40,000 is required to fund the litigation in this matter.

AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement and incorporated into this Second Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and Amendments will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this Second Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$89,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.

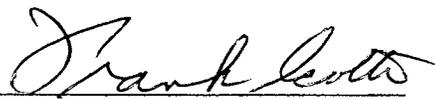
C2005-145

- 4. Insurance.
FIRM must maintain at its sole expense professional liability coverage with combined single limits of at least \$1,000,000 per occurrence.

- 5. Business License.
FIRM will not be required to obtain a City business license.

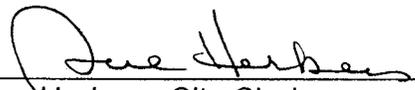
CITY OF TORRANCE,
a municipal corporation

LIEBERT CASSIDY WHITMORE
a professional corporation

By: 
Frank Scotto, Mayor

By: 
Melanie M. Poturica,
Managing Partner

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A Fee Agreement
Exhibit B First Amendment to Fee Agreement

THIRD AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Third Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of December 1, 2007, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on June 15, 2005 in the amount of \$24,000. A copy of the Fee Agreement for Legal Services is attached as Exhibit A.
- B. On February 28, 2006 the CITY COUNCIL approved additional funding in the amount of \$25,000 for a total not to exceed amount of \$49,000. A copy of the First Amendment is attached as Exhibit B.
- C. On July 17, 2007, the City Council approved additional funding in the amount of \$40,000 for a total not to exceed amount of \$89,000. A copy of that Second Amendment is attached as Exhibit C.
- D. FIRM advised that an additional \$60,000 is required to fund the appeal in this personnel termination proceeding for a total not to exceed amount of \$149,000.

AGREEMENT:

1. The Fee Agreement for Legal Services (Contract No. C2005-145) and its amendments are ratified and extended in an amount not to exceed the sum of \$149,000 unless otherwise first approved in writing by the CITY.

C2005-145

2. In all other respects the Fee Agreement and its amendments between the CITY and FIRM is hereby ratified and reaffirmed and is in full force and effect.

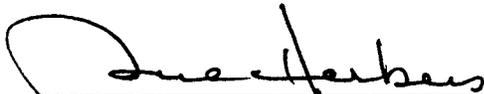
CITY OF TORRANCE,
a municipal corporation

By: 
Frank Scotto, Mayor

LIEBERT CASSIDY WHITMORE
a professional corporation

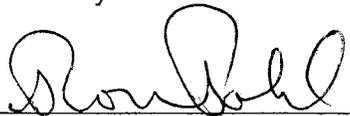
By: 
Melanie M. Poturica,
Managing Partner

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A Fee Agreement
Exhibit B First Amendment to Fee Agreement
Exhibit C Second Amendment to Fee Agreement

FOURTH AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Fourth Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of August 1, 2008, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on June 15, 2005 in the amount of \$24,000.
- B. On February 28, 2006 the CITY COUNCIL approved additional funding in the amount of \$25,000 for a total not to exceed amount of \$49,000.
- C. On July 17, 2007, the City Council approved additional funding in the amount of \$40,000 for a total not to exceed amount of \$89,000.
- D. On February 26, 2008, the City Council approved additional funding in the amount of \$60,000 for a total not to exceed amount of \$149,000.
- E. FIRM advised that an additional \$25,000 is required to fund the appeal in this personnel termination proceeding for a total not to exceed amount of \$174,000.

C 2005-145

AGREEMENT:

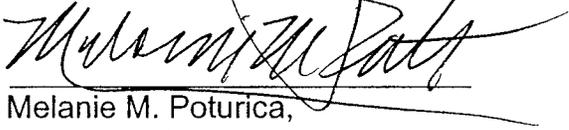
1. The Fee Agreement for Legal Services (Contract No. C2005-145) and its amendments are ratified and extended in an amount not to exceed the sum of \$174,000 unless otherwise first approved in writing by the CITY.

2. In all other respects the Fee Agreement and its amendments between the CITY and FIRM is hereby ratified and reaffirmed and is in full force and effect.

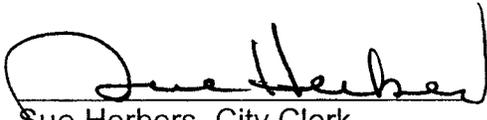
CITY OF TORRANCE,
a municipal corporation

LIEBERT CASSIDY WHITMORE
a professional corporation

By: 
Frank Scotto, Mayor

By: 
Melanie M. Poturica,
Managing Partner

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF TORRANCE, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the investigation and potential discipline of _____ and any other disciplinary proceedings that may occur.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Eighty Dollars (\$160.00 - \$280.00), and from Ninety-Five to One Hundred Twenty Dollars (\$95.00 - \$120.00) for time of paraprofessional staff. Scott Tiedemann's hourly rate is Two Hundred Sixty Dollars (\$260.00). Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

C2007-064

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

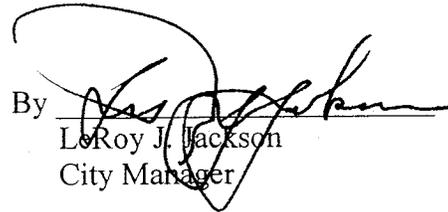
9. Term

This Agreement is effective March 1, 2007, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE
A Municipal Corporation

By 
Melanie Poturica
Managing Partner

By 
LeRoy J. Jackson
City Manager

Date 4-25-07

Date 14 / 4 / 07 2007

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$250.00 - \$280.00
Of Counsel	\$235.00 - \$250.00
Associates	\$160.00 - \$230.00
Labor Relations Professional	\$160.00 - \$180.00
Paraprofessionals	\$95.00 - \$120.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

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1. Conditions

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2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to Brumbaugh v. City of Torrance, et al. [Case No. SACV07-668 DOC (RNBx)].

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from Ninety-Five to One Hundred Thirty Dollars (\$95.00 - \$130.00) for time of paraprofessional staff. Mark Meyerhoff's hourly rate is Two Hundred Ten Dollars (\$210.00). The hourly rate for Partners is Two Hundred Sixty Dollars (\$260.00). Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice

C 20 07 - 1 17

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services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

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7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

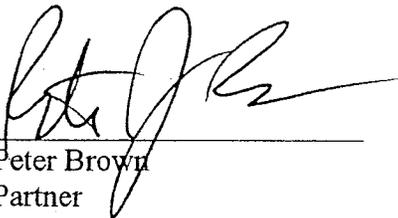
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

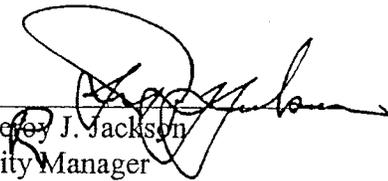
9. Term

This Agreement is effective June 11, 2007, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE
A Municipal Corporation

By 
Peter Brown
Partner

By 
Leroy J. Jackson
City Manager

Date 6-18-07

Date _____

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$250.00 - \$290.00
Of Counsel	\$235.00 - \$250.00
Associates	\$160.00 - \$230.00
Labor Relations Professional	\$160.00 - \$200.00
Paraprofessionals	\$95.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of March 1, 2008, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on June 11, 2007 in the amount of \$24,000.
- B. On March 1, 2008, FIRM advised CITY that an additional \$35,000 was required to fund the Contract.

AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$59,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.
4. Insurance.
FIRM must maintain at its sole expense professional liability coverage with combined single limits of at least \$1,000,000 per occurrence.

C 2007-117

COPY
1st

5. Business License.

FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,
a municipal corporation

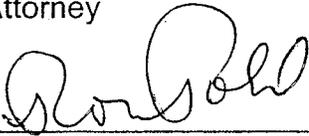
By: 
Frank Scotto, Mayor

LIEBERT CASSIDY WHITMORE
a professional corporation

By: 
Melanie M. Poturica, Partner

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

ATTEST:

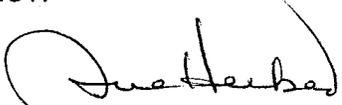
By: 
Sue Herbers,
City Clerk

Exhibit A) Fee Agreement

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the John Brumbaugh attorney fees matter.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

C 2007-169

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

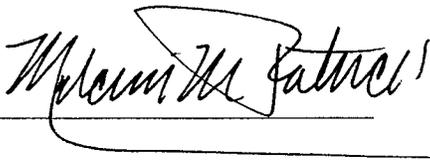
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

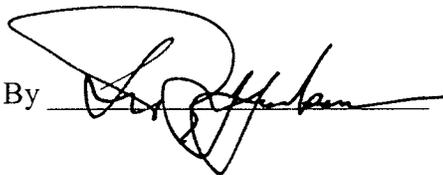
9. Term

This Agreement is effective September 1, 2007, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Title Managing Partner / President
Date 9-20-07

By 
Title City Manager
Date 5 Oct 2007

APPROVED AS TO FORM:

JOHN L. FELLOW III
City Attorney

By 

Date: 10/4/07

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the _____ matter.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1.

Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. **Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. **Term**

This Agreement is effective October 22, 2007, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE
A Municipal Corporation

By 
Melanie Poturica
Managing Partner/President

By _____
Leroy J. Jackson
City Manager

Date 10-23-07

Date _____

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
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Of Counsel	\$240.00 - \$260.00
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Associates	\$160.00 - \$240.00
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Labor Relations Professional	\$170.00 - \$200.00
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Paraprofessionals	\$100.00 - \$130.00
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II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
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2. Facsimile Transmittal	\$0.50 per page
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FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This First Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of May 1, 2008, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on October 22, 2007, in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2007-186)
- B. FIRM advised that an additional \$10,000 is required to fund the litigation in this matter through completion.

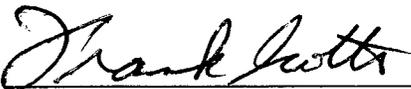
AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this First Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this First Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$34,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.

C2007-186

4. Business License.
FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,
a municipal corporation

By: 
Frank Scotto, Mayor

LIEBERT CASSIDY WHITMORE
a professional corporation

By: 
Melanie M. Poturica
Managing Partner

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachment: Exhibit A Fee Agreement

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Examination.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

C2008-004

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

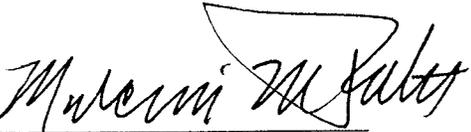
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

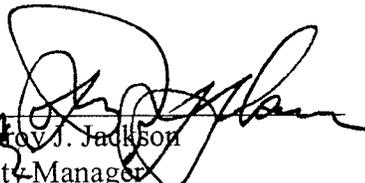
9. Term

This Agreement is effective November 1, 2007, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Melanie Poturica
Managing Partner/President

By 
Loretta J. Jackson
City Manager

Date 1-14-08

Date 1/23/08

APPROVED AS TO FORM:

By 

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Four Day Suspension of Officer:

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

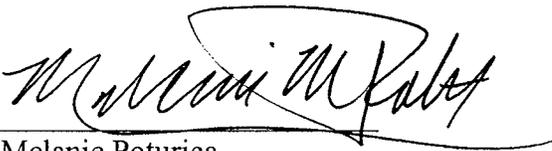
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

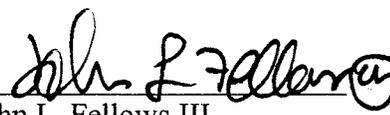
9. Term

This Agreement is effective May 1, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Melanie Poturica
Managing Partner/President

By 
John L. Fellows III
City Attorney

Date 5-20-08

Date 6/12/2008

APPROVED AS TO FORM:

By: 

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF TORRANCE, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Petition for Writ of Mandate regarding the assignment of Rehan Nazir.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

C2008-145

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. **Authority**

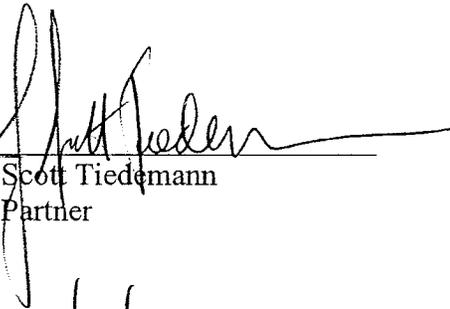
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

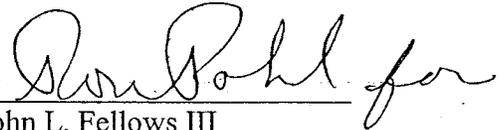
9. **Term**

This Agreement is effective June 1, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Scott Tiedemann
Partner

By 
John L. Fellows III
City Attorney

Date 6/17/08

Date 7-8-08

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

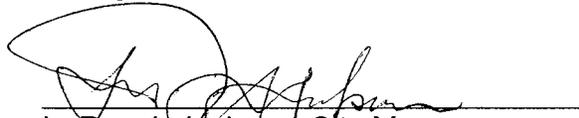
CONTRACT AUGMENTATION APPROVAL

This Contract Augmentation Approval (APPROVAL) is made with reference to the following facts:

1. On June 1, 2008, the City Attorney entered into an Agreement with the law firm of Liebert, Cassidy & Whitmore to provide the City with legal services relating to the Petition for Writ of Mandate regarding the assignment of Rehan Nazir.
2. Agreement (C 2008-145) a copy of which is attached hereto as Exhibit A, was signed by the City Attorney in an authorized amount not to exceed \$9,000 in accordance with City contract authority and procedure.
3. Continued costs associated with this matter mandate that the authorized amount be increased to a "not to exceed amount of \$24,000."

THEREFORE:

Pursuant to the authority granted to the City Manager under Section 22.3.13 of the Torrance Municipal Code, APPROVAL is hereby granted authorizing the payment in an amount not to exceed an aggregate of \$24,000 under Agreement C 2008-145.



 LeRoy J. Jackson, City Manager

28 Aug 2008
 Date

CONCUR AND
 APPROVED AS TO FORM:

JOHN L. FELLOWS III
 City Attorney

By: 

8/28/2008
 Date

COPY

lct

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF TORRANCE, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Shawn Tillit writ regarding POBR violations.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

C 2 0 0 8 - 1 6 8

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

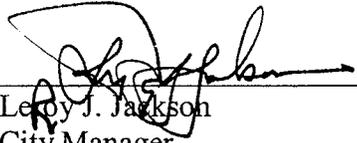
9. Term

This Agreement is effective July 1, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Melanie Poturica
Managing Partner/President

By 
Leroy J. Jackson
City Manager

Date 7-28-08

Date 5 Aug 2008

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the request of Officer _____ for a Civil Service hearing.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

C 20 08 - 170

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. **Authority**

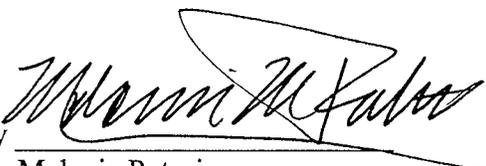
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. **Term**

This Agreement is effective August 7, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By 
Melanie Poturica
Managing Partner/President

By 
Leroy J. Jackson
City Manager

Date 8-8-08

Date 19 Aug 2008

APPROVED AS TO FORM:

By: 

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the matter of Theodore Litvin v. CalPERS.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

C 20 08 - 187

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

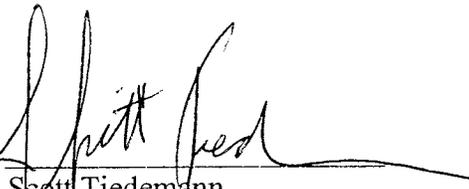
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective September 1, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By: 
Scott Tiedemann
Partner

By: 
Leroy J. Jackson
City Manager

Date 9/5/08

Date 11 Sept 2008

APPROVED AS TO FORM:

By: 

APPROVE

(Attachments L-M)

FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This First Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of September 1, 2008, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on May 1, 2008, in the amount of \$9,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2008-123)
- B. FIRM advised that an additional \$21,000 is required to fund the litigation in this matter through completion.

AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this First Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this First Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$30,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.

- 4. Business License.
FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,
a municipal corporation

LIEBERT CASSIDY WHITMORE
a professional corporation

By: _____
Frank Scotto, Mayor

By: _____
Melanie M. Poturica
Managing Partner

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

See Attachment G

FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This First Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of September 1, 2008, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **LIEBERT CASSIDY WHITMORE**, a professional corporation ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on July 1, 2008, in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2008-168)
- B. FIRM advised that an additional \$20,000 is required to fund the litigation in this matter through completion.

AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this First Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.
For services rendered pursuant to this First Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$44,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.

- 4. Business License.
FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,
a municipal corporation

LIEBERT CASSIDY WHITMORE
a professional corporation

By: _____
Frank Scotto, Mayor

By: _____
Melanie M. Poturica
Managing Partner

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

See Attachment I

APPROVE

(Attachments N-O)

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Rehan Nazir Complaint BS116560.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15)

per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be

determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective August 27, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

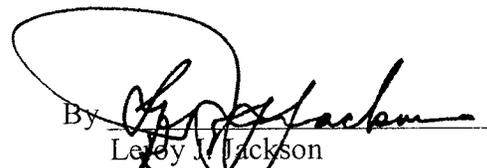
LIEBERT CASSIDY WHITMORE,
A Professional Corporation

By 

Scott Tiedemann
Partner

Date 9/22/08

CITY OF TORRANCE,
A Municipal Corporation

By 

Leedy J. Jackson
City Manager

Date 17 Oct 2008

CITY OF TORRANCE,
a municipal corporation

By: _____
Frank Scotto, Mayor

APPROVED AS TO FORM.

By: _____

ATTEST:

Sue Herbers, City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to the Petition for Writ of Mandate regarding John Brumbaugh (#BS116891).

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

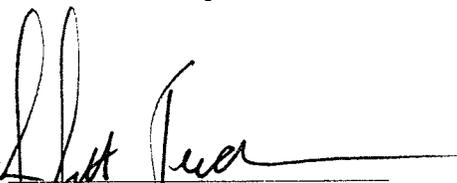
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. **Term**

This Agreement is effective September 19, 2008, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF TORRANCE,
A Municipal Corporation

By: 

Scott Tiedemann
Partner

By: 

Leby J. Jackson
City Manager

Date: 9/22/08

Date: 14 Oct 2008

CITY OF TORRANCE,
a municipal corporation

APPROVED AS TO FORM:

By: _____
Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$260.00 - \$290.00
Of Counsel	\$240.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page