

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 REDLANDS, 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 employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by City or otherwise required by law.

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. 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.

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.

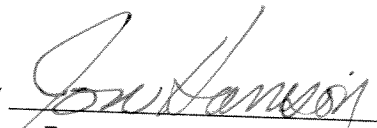
9. Term

This Agreement is effective January 1, 2006, 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.

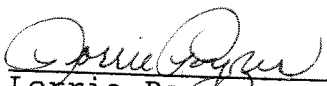
LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF REDLANDS
A Municipal Corporation

By 
Title Managing Partner/President
Date 11-30-05

By 
Jon Harrison
Title Mayor
Date January 3, 2006

ATTEST:


Lorrie Poyzer
City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

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

Liebert Cassidy Whitmore

Billing Rates - 2006

<u>Billing Rate</u>		<u>Billing Rate</u>	
<u>Partners</u>		<u>Associates</u>	
Bruce Barsook	260	Sergio Bent	210
Richard Bolanos	260	Steve Berliner	210
Debra Bray	260	Donna Evans	210
Peter Brown	260	Jack Hughes	210
Dan Cassidy	260	Deborah Leon	210
Mary Dowell	260	Mark Meyerhoff	210
Jeffrey Freedman	260	Geoff Sheldon	210
Linda Jenson	260		
Richard Kreisler	260	Adrianna Guzman	200
John Liebert	260	Arlin Kachalia	200
Cynthia O'Neill	260	Jason Lee	200
Melanie Poturica	260	Pilar Morin	200
Irma Rodriguez-Moisa	260		
Laura Schulkind	260	Carla McCormack	195
Scott Tiedemann	260		
Richard Whitmore	260	Jolena Abrena	190
Brian Walter	260	Jill Babington	190
Donna Williamson	260	Michael Blacher	190
		Roger Crawford	190
		Greg Groeneveld	190
<u>Of Counsel</u>		Laura Kalty	190
Ruth Graf-Urasaki	235		
<u>Labor Relations Professional</u>		Jennifer Hong	185
Robert Bendorf	160	Gabrielle Korte	185
Kermit Francis	160		
		Mala Kapadia	170
<u>Paraprofessionals</u>		Angela Perry	170
Susan Bryan	95	Megan Wallace	170
Tracy Glanton	95		
Misty Jones	95	Connie Chuang	160
Jean Springer	95	Didier Reiss	160
		Kelly Tuffo	160