



Agreement to Provide Legal Representation

The Pacific Justice Institute ("Attorney") will provide legal services through its affiliate, Law Offices of Peter D. Lepiscopo. ("Affiliate") to the City of Redlands ("Client") on the terms set forth in this agreement ("Agreement") below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services to Client, until the Client consents by returning to Attorney a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Attorney will provide legal services for the following matter: Defending the cultural and historical symbols on the City of Redlands seal. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed and to respond to Client's inquiries. If a court action is filed, Attorney, via an affiliate attorney, will represent Client through trial and post-trial motions. Services in any matter not described above will require a separate Agreement.
3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this agreement, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents, and will appear when necessary at legal proceedings.
4. **LEGAL FEES AND COSTS.** Attorney agrees to provide its legal services to Client in the matter described in Item 2 of this Agreement without charge. Attorney will incur all costs and expenses in performing legal services under this Agreement. In the event that attorneys' fees and costs are recovered through successful court action or settlement, Attorney and its affiliate(s) will divide such awards in accordance to a separate agreement between Attorney and its affiliate(s). If there is an adverse ruling to the Client, then Client will be responsible for the payment of opposing counsels' fees if awarded.
5. **DISCHARGE AND WITHDRAWAL.** Client, by written instrument, may discharge Attorney at any time. Attorney may withdraw for good cause or with the consent of Client. Good cause includes Client's breach of this agreement, Client's refusal to cooperate or to follow Attorney's advice on a material matter, Client's omission, misrepresentation, or false statement of a material fact, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After services conclude, Attorney will, upon Client's written request, deliver Client's file and property in Attorney's possession.
6. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only.

7. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

8. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them, or by an oral agreement only to the extent that the parties carry it out.

10. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS OF THE CLIENT UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

CITY OF REDLANDS

DATED: March 15, 2005



Susan Peppler, Mayor
City of Redlands

ATTEST:



Julie Boyer
City Clerk

DATED: March 8, 2005

PACIFIC JUSTICE INSTITUTE



Kevin T. Snider
Chief Counsel

FEE AGREEMENT

This fee agreement is made and entered into this 15th day of March 2005 by and between the City of Redlands ("City") and the Law Offices of Peter D. Lepiscopo ("Law Offices"). City and Law Offices are sometimes referred to herein as the "Parties."

City hereby contracts for the services of Peter D. Lepiscopo for representation and legal services. As to the terms and conditions of this contract, the Parties agree as follows:

1. Professional Services. Once City has been accepted for representation by the Law Offices on any particular matter, City shall be billed for all professional services rendered, subject to the limitations of Sections 2 and 4, below. These include; among other services, the following: telephone and office conferences; status reports and letters; fax transmission and reception; negotiations with City and third persons; drafting and analysis of contracts; correspondence; legal research; preparation of memoranda; pleadings and briefs; review of pertinent facts; and court appearances (including travel time). Professional services may be rendered by employees, legal researchers, or contract attorneys from other legal firms. In the event that contract attorneys are utilized, portions of fees collected from City shall be paid to such contract attorneys. In addition, a minimum of two (2) hours shall be charged for all court appearances.
2. Specific Services: Initial legal representation shall regard: City of Redlands — litigation/defense re: City's Seal and the pending initiative regarding the Seal. An initial retainer of \$0.00 is required.

3. Fees for Professional Services: All hourly billing is generated in one-tenth hour increments. These hourly rates may be changed from time to time by the giving of written notice of such change to City. City's rejection of any subsequent increase must be given to the Law Offices within ten days of the mailing of the announced increase, failure to reject the increases shall constitute an express acceptance of such rate increase.

Hourly Rates:

Attorneys	\$250.00
Legal Assistants	\$50.00
Law Clerks	\$50.00
Legal Secretaries	\$50.00

4. Billing Terms: Law Offices will provide a legal defense to the City *pro bono*, and without charge. Law Offices will incur all costs and expenses in performing legal services under this contract. In the event that attorneys' fees and costs are awarded to Law Offices through successful court action or settlement, Law Offices will be entitled to such fees and costs.

5. Scope of Work: Ethical requirements compel Law Offices to perform certain work, which the City may not request, but which may be necessary under the circumstances. Law Offices reserves the option at all times to perform such work as is required by professional standards and to bill that work to City subject to the limitations of Sections 2 and 4, above.

Alternatively, there are times when the scope of work is limited upon City's request, and these areas on non-responsibility should be understood by City.

6. No Guarantee of Success: Law Offices does not guarantee, nor does it make any representations, regarding the chances of successful completion of the matters it undertakes on behalf of the City.

7. Liability for Fees: With respect to all service rendered to corporate clients, all principals shall be jointly and severally responsible, in addition to the corporation, for all fees and cost, subject to the limitations of Sections 2 and 4 above.

8. Payment of Fees: Fees for all services to be rendered by this office must be deposited in advance. In the event that services are rendered in excess of the amounts deposited for such services, billing statements are prepared on or about the 15th of each month and must be paid in full within ten (10) days. In the event that fees are not paid within 10 days of billing, City shall be notified that legal services shall be immediately terminated until such payment is received. In instances where a court hearing or trial is scheduled, all outstanding fees and expenses are required to be paid in full not later than fourteen (14) days prior to the hearing or trial. Failure to pay any outstanding fees within the above time schedule will result in the Law Office requesting a continuance of the court date, and either filing the substitution of attorney signed concurrently with this agreement for the withdrawal of counsel, or requesting an order authorizing the Law Offices to withdraw as counsel as a result of City's breach of this Fee Agreement.

9. Liquidated Damages: In the event payment is not made in full within thirty (30) days of the date of each invoice, City shall pay to Law Offices, as liquidated damages and not as a penalty, the sum of one and one-half (1 ½) percent per month on the outstanding balance, which sum represents a reasonable endeavor by the Parties hereto to estimate fair compensation for the foreseeable losses that might result from such failure to pay in full.

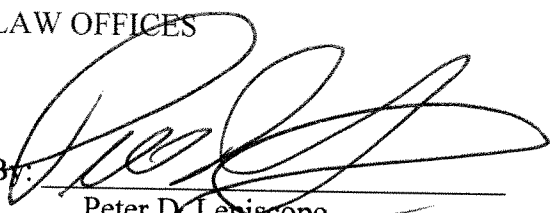
10. Cost of Enforcement: In the event of costs incurred as a result of any legal procedure to collect fees for services rendered, the prevailing party in any action under this contract shall be entitled to all costs, including reasonable attorney's fees. In the event that a collection agency is engaged to collect amounts due, City shall pay all additional fees charged for such collection. If for any reason a dispute arising under this Fee Agreement should be brought before a court, it is mutually agreed that all matters shall be adjudicated in San Bernardino County and in the court of proper subject matter jurisdiction; the laws of the State of California shall apply.

11. Arbitration: It is mutually agreed that disputes regarding fees payable to the Law Offices in excess of the jurisdictional amounts of the Small Claims Division of the Superior Court, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association. The decision of the Arbitrator or Arbitration Panel shall be binding upon all Parties.

This Fee Agreement has been drafted in compliance with the Rules of Professional conduct 2-107 and Business and Professional Code section 6140.

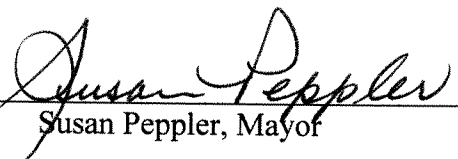
The above Terms and Conditions are hereby accepted and agreed to at Redlands, California.

LAW OFFICES

By: 

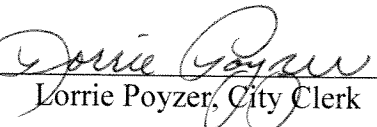
Peter D. Lepiscopo

CITY OF REDLANDS

By: 

Susan Peppler, Mayor

ATTEST:

By: 

Lorrie Poyzer, City Clerk