

## AGREEMENT FOR LEGAL SERVICES

### McCUNE & HARBER

THIS AGREEMENT is made this 15<sup>th</sup> day of December, 2009 by the CITY OF REDONDO BEACH, a municipal corporation, ("CITY"), and McCUNE & HARBER ("ATTORNEY").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Redondo Beach City Council authorization on December 15, 2009.
2. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
3. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from December 15, 2009 and until terminated.
2. **Services to be Provided.** The services to be performed by ATTORNEY shall consist of the following: Legal Services as assigned by the City Attorney's Office.
3. **Compensation.** ATTORNEY shall be compensated as follows:
  - 3.1 **Amount.** (Not to exceed \$175.00 per hour). Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Attorney.
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice.
  - 3.3 **Records of Expenses.** ATTORNEY shall keep accurate records of time and expenses. These records will be made available to CITY.

3.4 **Hours.** No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.

3.5 **Termination.** CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements.**

4.1 **Workers' Compensation Insurance.** ATTORNEY shall maintain Workers' Compensation Insurance where applicable.

4.2 **Insurance Amounts.** ATTORNEY is not authorized to drive an automobile for the CITY or on CITY business.

4.3 **Malpractice Insurance.** ATTORNEY shall maintain malpractice insurance in an amount satisfactory to the City's Risk Manager.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

6. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

10. **Conflict of Interest and Reporting.** ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.

11. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of ATTORNEY is as follows:

McCUNE & HARBER  
400 South Hope Street, Suite 720  
Los Angeles, CA 90071

b. Address of CITY is as follows:

City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277

12. **Licenses, Permits, and Fees.** ATTORNEY shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.

13. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from CITY.

14. **Time of Essence.** Time is of the essence in the performance of this Agreement.

15. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement or any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.

16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

17. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.

18. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
20. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

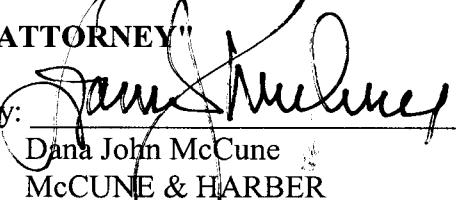
Date: December 15, 2009

CITY OF REDONDO BEACH

By:   
Michael A. Gin, Mayor

ATTEST:

Cleane Mangano  
City Clerk

"ATTORNEY"  
By:   
Dana John McCune  
McCUNE & HARBER

Date: Nov. 13, 2009

APPROVED AS TO FORM:

Michael W. Webb  
Michael W. Webb, City Attorney

Date: December 15, 2009

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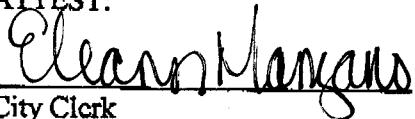
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Date: December 15, 2009

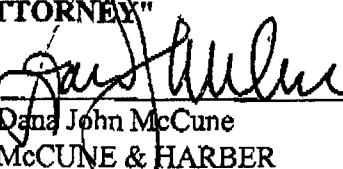
**CITY OF REDONDO BEACH**

By:   
Michael A. Gin, Mayor

ATTEST:

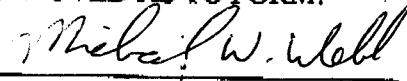
  
Cleann Mangus  
City Clerk

"ATTORNEY"

By:   
Dana John McCune  
McCUNE & HARBER

Date: 11/17/09

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney  
Date: 12/15/09