

**FIRST AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND THE LAW OFFICE OF TODD SIMONSON, PC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR LEGAL SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and the Law Office of Todd Simonson, PC ("LOTS").

WHEREAS, on February 15, 2022, the parties entered into the Agreement for Legal Services between the City and LOTS (the "Agreement"); and,

WHEREAS, the parties desire to amend the Agreement in accordance with the Engagement Letter dated September 25, 2024 ("Engagement Letter"), attached hereto, and desire that the Engagement Letter constitute the entire agreement between the parties.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

1. **Entire Agreement.** The Engagement Letter dated September 25, 2024, attached to this First Amendment, constitutes the entire agreement between the parties and supersedes any previous written or oral agreement. In the event of any inconsistency between the terms of the Agreement and the terms of the Engagement Letter, the terms of the Engagement Letter shall govern.

IN WITNESS WHEREOF, the City and the Law Office of Todd Simonson have entered into this First Amendment as of this 1st day of October, 2024.

CITY OF REDONDO BEACH

Law Office of Todd Simonson

James A. Light, Mayor

Todd Simonson

Attest:

Eleanor Manzano, City Clerk

Approved:

Diane Strickfaden, Risk Manager

Approved as to Form:

Michael W. Webb, City Attorney



1831 BENT TWIG LANE
TUSTIN, CA 92780
TELEPHONE: (714) 272-0015
FACSIMILE: (626) 771-0044
E-MAIL: JLJOHNSON@JLGROUP.NET

PRINCIPALS

JEFFREY B. LOVE, ESQ. P.C.*
* A PROFESSIONAL CORPORATION
JEFFREY L. JOHNSON, ESQ.

September 23, 2024

Sent Via E-mail

Aleena F. Hashmi
Sr. Deputy City Attorney
City of Redondo Beach

SUBJECT: Letter of Engagement – City of Redondo Beach Investigations

Dear Ms. Hashmi,

Thank you for contacting our law firm to provide you neutral fact-finding administrative investigations. The following is an agreement for these legal services.

Scope of Services. The City of Redondo Beach (“City” or “Client”) has retained the JL Group, LLC as an Investigation Services Provider (“ISP”) to conduct an independent workplace investigation on behalf of the City. The Client will determine the scope of the investigative assignments, which will include reaching factual findings about the conduct of one or more of the Client’s employees. ISP will perform the investigations and provide all related professional services. The ISP shall also conduct additional investigations assigned to ISP by the Client, on an as-needed basis as requested by Client, should additional matters arise.

Term. The term of this contract shall be one year from the date signing.

Client has authorized ISP to act as a special counsel attorney to perform “*limited scope legal services.*” ISP has been retained in its capacity to provide experienced attorneys at law and/or experienced licensed private investigators (based on Client’s specific request) to bring its skill, training, and professional judgment to bear in conducting impartial investigations. Client understands that ISP has not been retained to represent Client in litigation, to advocate on behalf of Client, or to advise Client regarding any steps Client should take based on the investigation results. It is expressly agreed that Client will look to its own

Aleena Hashmi
Sr. Deputy City Attorney
City of Redondo Beach – Administrative Workplace Investigation

legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigations, including, to create and preserve any privilege, the consequences of any decision to reveal all or part of the results of the investigation to third parties, the need for any interim measures, such as the propriety of placing employees on administrative leave during the pendency of the investigation, any steps Client should take to preserve evidence, the proper scope (i.e., issues to be investigated) of the investigation, the propriety and scope of any confidentiality admonitions in light of the *Banner* decision, the propriety of any electronic searches, any obligations under state or federal fair credit reporting laws and any need for any specialized workplace "threat assessment(s)." By this contract, Client grants its informed consent for ISP to perform the limited scope legal services, as described above.

Independence. As an independent contractor, ISP has the right to determine the means, manner, and findings related to any investigation assigned.

Client and ISP agree that the objective of this engagement is for ISP to conduct impartial investigations into the conduct of Client's employees, and that ISP fulfills its duty to Client by conducting these investigations impartially and objectively. ISP does not guarantee any particular result or finding. Rather, ISP will reach findings based on an impartial and professional evaluation of the evidence available to it. Client understands that its obligation to pay fees and costs does not depend on the outcome of the investigation.

Neither ISP, nor any of its investigators, are employees of Client and are not entitled to Worker's Compensation benefits or any benefits afforded to employees of the Client.

Fees and Charges. The fee for ISP's investigative services (excluding backgrounds) is as identified in the attached rate sheet, identified as *Item A*. The basic hourly rate for these services is \$250 (private investigator). In the event the ISP is required to provide testimony or other services after the completion of an investigation, such as any post-investigation hearing, deposition, mediation, meetings and/or trial related to the matter investigated, the fee is \$450 per hour (four-hour minimums) plus expenses, such as legal representation. Such post-investigation services may be required by either Client or compelled by the opposing party to a matter. The Client shall be invoiced on a thirty-day basis for all services provided by the IPS.

Invoices will detail fees as well as actual costs incurred for disbursements, mileage reimbursements, and third-party charges, which may include, but are not limited to, transcriptions of witness interviews. To the extent we pay any third-party charges, we will include these charges in our statements to you only after they have been approved in advance by the Client.

Invoices will be submitted monthly and shall be due and payable within 45 days of the Client's receipt of each invoice. If the City disputes any charges or entries in the invoices, payment for the disputed amount may be withheld until the dispute is resolved. The City commits to notifying ISP in writing of any disputed charges within 30 days of receipt of an invoice, and both parties agree to engage promptly in good faith negotiations to resolve the dispute. During this period, all undisputed amounts must be paid in accordance with the agreed terms.

Aleena Hashmi
Sr. Deputy City Attorney
City of Redondo Beach – Administrative Workplace Investigation

Indemnification. To the maximum extent permitted by law and unless otherwise provided herein, ISP hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the Client, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively “Indemnitees”) from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of ISP’s performance or work hereunder (including any of its officers, agents, or employees) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. ISP’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by ISP or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Please acknowledge your approval of the agreement in the place provided and return an original signed copy to: JL Group, LLC, 1831 Bent Twig Lane, Tustin, CA 92780 or by email copy to JLJohnson@JLGroup.net.

Sincerely,
JL Group, LLC

By: _____
Jeffrey L. Johnson, ESQ.
Attorney at Law/Principal

Approved by: _____ Date: _____

Name and Title: Diane Strickfaden, Risk Manager

The undersigned has read and understands this engagement letter and agrees that it correctly sets forth the terms upon which JL Group, LLC has been engaged by the undersigned City in connection with the services described herein.

City of Redondo Beach

APPROVED AS TO FORM:

Signature: _____

Michael W. Webb, City Attorney

Name: James A. Light

Title: Mayor

ATTEST:

Eleanor Manzano, City Clerk

“ITEM A”

Rate Structure*

(*Effective 1/1/2023)

- **Regular Billing Rate (Attorney Investigator)** - \$350.00 per hour – portal to portal
- **Regular Billing Rate (Private Investigator)** - \$250.00 per hour – portal to portal
- **Mileage Rate** - at the IRS Federal Rate
- **Transcripts** – Actual cost
- **Post Investigation Billing Rate** (Hearing, Deposition, Trial etc.) - \$450.00 per hour (4-hour minimums)
- **Paralegal/Legal Assistant Fees** - \$125.00 per hour
- **Other Forensic Experts** – as quoted with permission from the Client sought before engagement of needed services.
- **Hearing Standby Fee:** 4 hours per day of standby/on-call at the regular billing rate for any hearing, trial or proceeding related to Attorney’s services to Client.