

CITY OF BELL
6330 Pine Avenue
Bell, CA 90201

Representation Agreement

This Agreement is made and entered into effective 8/16/10 by and between the City of Bell ("City") and Hanna, Brophy, MacLean, McAleer & Jensen, LLP ("Attorney").

In consideration of the promises and the mutual agreements hereinafter contained, City and Attorney agree as follows:

- 1) Attorney shall provide legal services and represent, advise and counsel as requested by the City.
- 2) Attorney has read and agrees to be bound under this Agreement.
- 3) City agrees to pay Attorney based upon the attached fee schedule.
- 4) City further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services. Any work performed after the effective date of this contract will be billed at these rates.
- 5) This agreement shall expire *upon written notice*. City may terminate this Agreement at any time and may substitute counsel of its own choosing in its sole discretion, subject to payment of fees, costs and expenses of services performed to date of termination. In the case of litigation or administrative hearing, Attorney shall not be deemed terminated until Attorney has obtained leave of court or other administrative tribunal. Upon termination, or at any time upon City's request, attorney will immediately deliver to the City all file material and billing information related to the representation at the cost of Attorney.
- 6) Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California.
- 7) Attorney shall send City a statement for fees and costs incurred every calendar month. The City shall pay the amount due within 60 days following the receipt of the statement.
- 8) Prior to representation of City on any matter, Attorney agrees to conduct review of its past clients and its own interests and determine that it may represent the City in compliance with the California Rules of Professional Conduct.
- 9) Attorney is an independent contractor and not an employee of City for any reason.
- 10) Attorney shall be liable for its errors or omissions according to established principles of professional negligence, and shall compensate the City for damages flowing therefrom according to those same principles.

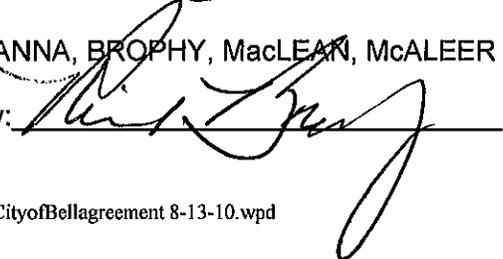
- 11) Without the written consent of Client, Attorney shall not assign this Agreement in whole or in part.
- 12) Client shall maintain all financial data, supporting documents, and all other records relating to the performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years.
- 13) The Contractor shall permit the authorized representative of the City or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the City under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement. However, nothing in this paragraph requires the provision or disclosure of any information or material covered by the attorney-client privilege without the written consent of the clients(s).
- 14) The Contractor shall maintain in full force during the full term of the Agreement, and shall attach proof thereof to this Agreement, insurance in the following amounts and coverage:
 - a) Workers' Compensation, with limits not less than the statutory requirement for the state of residency.
 - b) Employers' Liability, with limits no less than \$1,000,000.00 for each accident.
 - c) Comprehensive General Liability Insurance at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, with limits no less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage.
 - d) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable.
 - e) Professional Liability Insurance: Malpractice, with aggregate limits not less than \$1,000,000.00
- 14) The Contractor and the employees of the Contractor shall not participate in proceedings that involve the use of City funds or that are sponsored by the City if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the City for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the City or this Agreement.
- 15) In the performance of the Work or services under this Agreement or contemplation of this Agreement, the Contractor may gain access to Confidential Information or other private information of the City, its personnel or constituents that if disclosed to third parties may be damaging to the City, its personnel or constituents. All Confidential Information or private information disclosed to the Contractor shall be held in confidence and used only in performance of this Agreement.

- 16) Any interest of the Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with the services to be performed under this Agreement shall become the property of the City. Upon the City's written request, the Contractor shall provide the City with all these materials within thirty (30) calendar days. However, nothing in this paragraph creates any right in any person or entity, other than the Contractor, to material covered by the attorney work-product doctrine.
- 17) The City reserves the right to disapprove the continuing assignment of the Contractor's personnel provided to the City under this Agreement if in the City's opinion, the Contractor's personnel performance is unsatisfactory. If the City exercises this right, the Contract shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- 18) This Agreement shall be subject to and construed in accordance with the laws of the State of California.
- 19) This Agreement supersedes all past agreements, written or oral, between Attorney and City with respect to the legal representation of City, and no such past agreement shall be enforceable. No future agreement, statement or promise not contained in this contract shall be valid unless in writing, signed by Attorney and City and approved by the City Council or representative authorized by City Council.

CITY OF BELL

By:  Dated: 8/17/10

HANNA, BROPHY, MacLEAN, McALEER & JENSEN, LLP

By:  Dated: 8/30/10

HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP

SCHEDULE OF HOURLY RATES

Below is a list of our Firm's standard hourly rates for effective July 1, 2010:

A. Defense of Workers' Compensation Claims	\$150/HR
B. Defense of Longshore, Liability & Workers' Compensation Subrogation	\$185/HR
C. Defense of Workers' Compensation 132a, S&W, Audits, Disability Retirement Claims and ADA Claims	\$185/HR
D. Paralegal & Law Clerks	\$ 95/HR
In-House Photocopies	\$.25 per copy

Federal Tax I.D. #94-2709617



Signed: Oscar Hernandez, Mayor, City of Bell