

**AMENDED CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF YUCCA VALLEY**

This AMENDED CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES (the "Agreement") is effective as of the 17th day of June, 2010 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the TOWN OF YUCCA VALLEY, a municipal corporation ("Town"). The term "Town" shall also include the Redevelopment Agency, and all boards, commissions, financing authorities, and other bodies of Town.

1. APPOINTMENT

A&W has provided legal services to the Town since February 12, 2009. At that time, Douglas P. Haubert was appointed as the Town Attorney under the original "Contract Services Agreement for Town Attorney Services". Mr. Haubert has served as Town Attorney to the date of this Agreement.

On December 16, 2009, Mr. Haubert announced his candidacy to be elected as City Prosecutor for the City of Long Beach. On April 10, 2010, Mr. Haubert won the Long Beach election and he transitioned into the office of Long Beach City Prosecutor in July 2010. As a result of Mr. Haubert's election to the position of Long Beach City Prosecutor, he is no longer able to serve as Town Attorney or as an attorney with A&W.

This Agreement is intended to appoint a new Town Attorney to replace Mr. Haubert upon his departure from A&W. This Agreement is not intended to otherwise change the terms and conditions upon which A&W has otherwise provided legal services to the Town to date.

Town Council hereby appoints Lona N. Laymon as the Town Attorney, and thereby continues its retention of A&W for rendering such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Town Council, Planning Commission, Redevelopment Agency, Housing Authority, if any, and other boards and bodies of Town, and its affiliated agencies, as directed by the Town. In addition, Eric L. Dunn shall serve as Redevelopment Agency Counsel and a Senior Legal Advisor in assistance to the Town Attorney.

Notwithstanding the foregoing appointment, the designated Town Attorney, Agency Counsel, and any Assistant Town Attorney or Assistant Agency Counsel, may be established from time to time or modified by resolution of the Town Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated Town Attorney or Agency Counsel (or any successors to such person) without the Town Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant Town Attorney or Assistant Redevelopment Attorney shall be obtained from the Town Manager. Town Attorney may appoint various deputies as Town Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of Town Attorney services to Town, including without limitation of the following:

(i) Attendance at Town Council, Planning Commission, or Redevelopment Agency meetings, unless excused by the Town Manager or his/her designee, and other board and commission meetings on request of the Town Manager or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the Town to the Town Council, Town Manager, boards, commissions, committees, officers, and employees of Town and as requested by the Town Council, the Town Manager, or his/her designee, in accordance with such policies and procedures as may be established by Town from time to time; and

(iii) Be available for telephone consultation with Town staff, as needed on legal matters which are within their area of operation; and

(iv) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(v) Represent and advise Town on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the Town until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of Town; and

(vi) Hold weekly office hours at Town Hall at a time agreed to with Town Manager, if any; and

(vii) Attend weekly management staff and agenda review meetings at a time agreed to with Town Manager; and

(viii) Monitor pending and current legislation and case law as appropriate; and

(ix) Supervise outside legal services, if any.

B. A&W, as a full-service law firm, is prepared to, and will, provide representation to Town in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the Town Council may otherwise direct. The Town Attorney shall represent Town in all of the

foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Town Council.

C. The Town Attorney will keep Town informed as to the progress and status of all pending matters in accordance with such procedures as the Town may establish from time to time. The Town Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the Town Council, such special counsel shall be supervised by the Town Attorney.

D. All legal services shall be coordinated under the direction of the Town Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Town Council or Town Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Town Council, at any time, to assign or reassign legal matter of Town from or to A&W.

3. TOWN DUTIES

Town agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent Town desires services to be rendered on site, Town, at Town's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Town Manager, as may be necessary therefor. Town further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, Town understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of Town requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Town Council, at any time, to assign or reassign legal matters of Town from or to A&W.

4. PERSONNEL

In addition to Lona N. Laymon acting as Town Attorney, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

Pam Kotchavong-Lee:	Assistant Town Attorney, General, Planning, Land Use
Eric Dunn	Town Redevelopment Agency Counsel & Senior Advisor to Town Attorney
Colin Tanner:	Deputy Town Attorney, Personnel
Anthony Taylor:	Deputy Town Attorney, Litigation
Glen Tucker:	Deputy Town Attorney, Police and Defense
Anita Luck:	Deputy: Public Finance

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending public meetings, preparing ordinances and resolutions, giving general advice to Town departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on a contingent basis based upon the size of the matter. The specific terms are set forth below in Section 6 and in the exhibits.

The foregoing arrangement would remain in effect for at least Fiscal Years 2008-2009 and 2009-2010 (July 1, 2010). However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the Town Council.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for Town with regard to the issuance of securities by Town; after review and accord of the proposed issue by independent review Counsel if selected by Town, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Four Hundred Dollars (\$400) per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the choice of Town.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by Town. These costs and expenses are described in more detail in Exhibit "B". Town agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or

administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Town will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of Town. A&W will select any investigators, consultants, or experts to be hired only after consultation with Town.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of Town. Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the Town as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the Town for calls made from our office or other locations to the Town.

8. STATEMENTS AND PAYMENT

A&W shall render to Town a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Town funding categories or to track project costs, or such other basis as the Town may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by Town within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Town with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for Town to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of Town. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of Town. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of Town or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of Town, and shall remain, at all times as to Town, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Town, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. Town shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name Town, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Town. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Town. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W agrees to indemnify Town, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Town, its officers, agents or employees.

B. Town acknowledges that A&W is being appointed as Town Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the Town is responsible pursuant to Government Code Section 825 for providing a defense for the Town Attorney for actions within the scope of its engagement hereunder. Therefore, Town agrees to undertake its statutory duty and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require Town to indemnify A&W for liability arising from its own negligence. In connection herewith:

(i) Town will promptly provide a defense and pay any judgment rendered against the Town, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Town hereunder;

(ii) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Town for such damages or other claims solely arising out of or in connection with the work operation or activities of Town hereunder, Town agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

TOWN: Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, California 92284
Attention: Town Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400

Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: Lona N. Laymon

14. Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

15. **NON-DISCRIMINATION**

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. **TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. Town may discharge A&W at any time. The Town Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from Town's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to Town.

In the event of such discharge or withdrawal, Town will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. Town agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as Town's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of Town to Town, or to counsel designated by Town, and assist to the fullest extent possible in the orderly transition of all pending matters to Town's new counsel.

17. **CONFLICTS**

A&W has no present or contemplated employment which is adverse to the Town. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the Town. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Town, and A&W reserves the right to represent such clients in matters not connected with its representation of the Town.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

18. INTERPRETATION OF AGREEMENT AND FORUM

19. This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, San Bernardino County.

20. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

21. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Town.

Dated: June 17, 2010

“TOWN”

TOWN OF YUCCA VALLEY,
a municipal corporation

By: 
Chad Mayes, Mayor

ATTEST:


Town Clerk

Dated: June 21, 2010

“ALESHIRE & WYNDER, LLP”

By: 
Lona N. Laymon, Esq.

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Dated: _____, 2010

"TOWN"

TOWN OF YUCCA VALLEY,
a municipal corporation

By: _____
Chad Mayes, Mayor

ATTEST:

Town Clerk

Dated: June 21, 2010

"ALESHIRE & WYNDER, LLP"

By: _____
Lona N. Laymon, Esq.

EXHIBIT "A"
FEE ARRANGEMENT

(1) The payment for **up to** fifty (50) hours of general legal service (Monthly Hour Limit) shall be a maximum of Seven Thousand Dollars (\$7,250) per month (billed at One Hundred Forty-Five Dollars (\$145) per hour).

(2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Fifty-Five Dollars (\$155) per hour.

(3) Special legal services shall include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with Town Manager approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of One Hundred Ninety Dollars (\$190) per hour.

(4) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Seventy Dollars (\$170) per hour.

(5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Twenty Five Dollars (\$225) per hour.

(6) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000 may be charged if a tax opinion is required. At the discretion of the Town, Town may choose a non-contingent structure in lieu of the above schedule at the rate of \$400 per hour on a blended rate for all attorney time incurred.

(7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses including telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of San Bernardino and Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to Town Hall or Town offices. In exchange, when on-site, we would have the ability to use Town copiers and telephones without charge.

(8) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be One Hundred Dollars (\$100) per hour, and for document clerks shall be Fifty Dollars (\$50) per hour.

The foregoing fee arrangement would remain in effect until July 1, 2010, and thereafter until adjusted.

EXHIBIT "B"
STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for mileage or travel time between our office and Town facilities, nor for local telephone calls or calls made to the Town. In exchange, Firm shall not be charged for calls made or received at the Town, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the Town (unless expressly requested by the Town).