

City Manager/Finance/Accts Payable

RFP NO.

RFP No.'s are only required when you are paying for items that do not have an Invoice Number.

VENDOR NAME (If new vendor, a **New Vendor Form** must be attached.)

ADDRESS

CA

90045

CITY

STATE

ZIP

☐ **New Vendor**

0004135

VENDOR NUMBER

(Required for Established Vendors)

6/9/2014

DATE PREPARED

6/19/14

~~06/12/14~~

DATE DUE

Additional Description (if needed)

TOTAL	5,595.59
--------------	-----------------

Prepared by:

Liz Herrera

Certificate of Delivery

Date: 6/9/2014

APPROVED FOR PAYMENT

• Date: 6/9/2014

Signature

Department Approval Signature

APPROVED FOR PAYMENT

Date:

APPROVED FOR PAYMENT

Date:

CM/Finance Signature

City Manager Signature (if required)

SPL Direct Charge Number

FOR A/P USE ONLY - BATCH NUMBER

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax ID. #95-3658973

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Invoice 180315
April 30, 2014

Client/Matter No.: RI085-00057
Re: Advice re Complaints of City Manager and Police Chief Versus Council Members

For Professional Services Rendered Through 4/30/2014

Total Fees	5,182.50
Total Disbursements	413.09
Total Charges for this Bill	5,595.59

City of Riverside
City Manager/Finance/Accts Payable

RFP NO.

Liebert Cassidy Whitmore

VENDOR NAME (If new vendor, a *New Vendor Form* must be attached.)

6033 West Century Boulevard, Fifth Floor, Suite 500

ADDRESS

Los Angeles

CA

90045

CITY

STATE

ZIP

 New Vendor

0004135

VENDOR NUMBER

(Required for Established Vendors)

9/25/14

8/26/2014

~~08/28/14~~

DATE PREPARED

DATE DUE

[illegible]

Additional Description (if needed)

TOTAL	1,860.00
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Prepared by:

Liz Herrera

Certificate of Delivery

Date: 8/26/2014

APPROVED FOR PAYMENT

Date: 8/26/2014

Signature _____

Department Approval Signature

APPROVED FOR PAYMENT

Date:

APPROVED FOR PAYMENT

Date:

CM/Finance Signature

City Manager Signature (if required)

SPL Direct Charge Number

FOR AP USE ONLY - BATCH NUMBER

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Invoice 181948
May 31, 2014

Client/Matter No.: RI085-00057
Re: Advice re Complaints of City Manager and Police Chief Versus Council Members

For Professional Services Rendered Through 5/31/2014

Total Fees	1,860.00
Total Charges for this Bill	1,860.00

City of Riverside
City Manager/Finance/Accts Payable

RFP NO.

Liebert Cassidy Whitmore

VENDOR NAME (If new vendor, a *New Vendor Form* must be attached.)

6033 West Century Boulevard, Fifth Floor, Suite 500

ADDRESS

Los Angeles

CA

90045

CITY

STATE

ZIP

☐ New Vendor

0004135

VENDOR NUMBER

(Required for Established Vendors)

8/26/2014

DATE PREPARED

~~06/28/14~~

DATE DUE

Additional Description (if needed)

TOTAL	4,884.90
--------------	-----------------

Prepared by:

Liz Herrera

Certificate of Delivery

Date: 8/26/2014

APPROVED FOR PAYMENT

Date: 8/26/2014

Signature

Department Approval Signature

APPROVED FOR PAYMENT

Dates:

APPROVED FOR PAYMENT

Date:

CM/Finance Signature

City Manager Signature (If required)

SPL Direct Charge Number

FOR AP USE ONLY - BATCH NUMBER

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1389718

June 30, 2014

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00057

Re: Advice re Complaints of City Manager and Police Chief
Versus Council Members

For Professional Services Rendered Through 6/30/2014

Total Fees	\$4,860.00
Total Costs	\$24.90
Total Charges	<u>\$4,884.90</u>

FOR A/P USE ONLY - BATCH NUMBER

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1391157

July 31, 2014

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00057

Re: Advice re Complaints of City Manager and Police Chief
Versus Council Members

For Professional Services Rendered Through 7/31/2014

Total Fees	\$16,231.50
Total Costs	\$547.05
Total Charges	<u>\$16,778.55</u>

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1392192

August 31, 2014

City of Riverside
Neil Okazaki
Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00057

Re: Advice re Complaints of City Manager and Police Chief
Versus Council Members

For Professional Services Rendered Through 8/31/2014

Total Fees	\$422.50
Total Charges	<u>\$422.50</u>

City Manager/Finance/Accts Payable

RFP NO.

RFP No.'s are only required when you are paying for items that do not have an Invoice Number.

VENDOR NAME (If new vendor, a *New Vendor Form* must be attached.)

ADDRESS

CA

90045

CITY

STATE

ZIP

☐ New Vendor

0004135

VENDOR NUMBER

(Required for Established Vendors)

6/9/2014

DATE PREPARED

06/12/14

DATE DUE

[illegible]

Additional Description (if needed)

TOTAL	899.00
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Prepared by:

Liz Herrera

Certificate of Delivery

Date: 6/9/2014

APPROVED FOR PAYMENT

• Date: 6/9/2014

Signature

Department Approval Signature

APPROVED FOR PAYMENT

Date:

APPROVED FOR PAYMENT

Date:

CM/Finance Signature

City Manager Signature (if required)

SPL Direct Charge Number

FOR AP USE ONLY - BATCH NUMBER

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Invoice 180317
April 30, 2014

Client/Matter No.: RI085-00059
Re: Advice re Davis Investigation

For Professional Services Rendered Through 4/30/2014

Total Fees	899.00
Total Charges for this Bill	899.00

FOR A/P USE ONLY - BATCH NUMBER

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Invoice 181950
May 31, 2014

Client/Matter No.: RI085-00059
Re: Advice re Davis Investigation

For Professional Services Rendered Through 5/31/2014

Total Fees	120.00
Total Charges for this Bill	120.00

FOR A/P USE ONLY - BATCH NUMBER

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1389720

June 30, 2014

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00059
Re: Advice re Davis Investigation

For Professional Services Rendered Through 6/30/2014

Total Fees	\$660.00
Total Charges	\$660.00

[illegible]

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1391159

July 31, 2014

City of Riverside
James E. Brown
Supervising Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00059
Re: Advice re Davis Investigation

For Professional Services Rendered Through 7/31/2014

Total Fees	\$487.50
Total Costs	\$1.35
Total Charges	<u>\$488.85</u>

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Invoice 1392194

August 31, 2014

City of Riverside
Neil Okazaki
Deputy City Attorney
3900 Main Street, Fifth Floor
Riverside, CA 92522

Client/Matter No.: RI085-00059
Re: Advice re Davis Investigation

For Professional Services Rendered Through 8/31/2014

Total Fees	\$97.50
Total Charges	<u>\$97.50</u>

GUMPORT | MASTAN*A Law Partnership*

550 South Hope Street

Suite 1765

Los Angeles, California 90071-2627

Telephone: (213) 452-4900

V003986

Leonard L. Gumport
Peter J. Mastan

July 28, 2014

City of Riverside
c/o Steve Adams
City Council Member - Ward 7
3900 Main Street
Riverside, CA 92522

For professional services rendered thru June 30, 2014:

Matter:

211.01	Soubiros	\$220.00
211.02	Davis	\$0.00
211.99	Expenses	\$1,096.87

Total Current Charges	\$1,316.87
Previous charges	\$39,489.63
Payments	\$(39,489.63)

TOTAL DUE	\$1,316.87
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Timekeeper Billing Rates:

Leonard L. Gumport, Partner	\$550.00
Peter J. Mastan, Partner	\$475.00

Account No.
1300000-421000
8**RECEIVED**

JUL 31 2014

CITY OF RIVERSIDE
CITY MANAGER'S OFFICE

GUMPORT | MASTAN

A Law Partnership

550 South Hope Street
Suite 1765
Los Angeles, California 90071-2627
Telephone: (213) 452-4900

Leonard L. Gumport
Peter J. Mastan

May 23, 2014

City of Riverside
c/o Steve Adams
City Council Member - Ward 7
3900 Main Street
Riverside, CA 92522

For professional services rendered thru April 30, 2014:

Matter:

211.01	Soubiros	\$10,560.00
211.02	Davis	\$5,555.00
211.99	Expenses	\$3,797.25

Total Current Charges

\$19,912.25

TOTAL DUE

\$19,912.25

Timekeeper Billing Rates:

Leonard L. Gumport, Partner	\$550.00
Peter J. Mastan, Partner	\$475.00

Account No. 1100000-421000

421000-1100000

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the CITY OF RIVERSIDE, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with

as requested by City or

otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, not to exceed \$50,000.00.

The range of hourly rates for Attorney time is from One Hundred Sixty to Three Hundred Dollars (\$160.00 - \$300.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1.

Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of City.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective January 13, 2011, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF RIVERSIDE,
A Municipal Corporation

By [Signature]

Title Vice president

Date 14 January 2011

By [Signature]

Title Assistant City Manager

Date 1/19/11

APPROVED AS TO FORM

[Signature]
City Attorney

[Signature]
AUGUST: City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$250.00 - \$300.00
Of Counsel	\$225.00 - \$260.00
Associates	\$160.00 - \$240.00
Labor Relations Professional	\$170.00 - \$200.00
Paraprofessionals	\$100.00 - \$130.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page

GUMPORT | MASTAN

A Law Partnership

550 South Hope Street
Suite 1765
Los Angeles, CA 90071-2627
Telephone: (213) 452-4900

Leonard L. Gumport
Peter J. Mastan

April 2, 2014

PRIVILEGED AND CONFIDENTIAL

Steve Adams
City Council Member – Ward 7
City of Riverside
3900 Main Street
Riverside, CA 92522

Re: **Agreement for Legal Services**

Dear Council Member Adams:

The law firm of Gumport | Mastan ("G|M") submits this proposed agreement ("Agreement") for the employment of G|M to provide legal services to the City of Riverside (the "City" or "You"). In return for G|M's commitment to provide services to the City in accordance with this Agreement, the City will be required to pay for G|M's services as specified in this Agreement and to reasonably cooperate in providing information to G|M, so that it can properly advise the City.

G|M will provide an independent investigation and report to the City concerning

This Agreement and the scope of this engagement of G|M may only be changed by a written agreement signed by the City and G|M.

In return for G|M's commitment to provide services in accordance with this Agreement, the City agrees to pay for G|M's services, and to reimburse G|M's costs, as specified in this Agreement (including the cap of \$49,000 described in this Agreement for services within the scope of this Agreement). In addition, the City shall reasonably cooperate in providing information to G|M so that G|M can properly and efficiently render the services provided in this Agreement. The \$49,000 cap is predicated on G|M's receiving such reasonable cooperation from the City.

The investigation and report to be conducted by G|M will be independent, and G|M makes no representation about the outcome of any such investigation. Further, G|M's compensation and reimbursement (subject to the cap described in this Agreement) are not and shall not be contingent on the outcome, conclusions, or opinions expressed by G|M in conducting its investigation and in its report of its investigation.

The City agrees that nothing in this Agreement or in any comments or statements G|M may make to City constitute a promise or guarantee about the outcome of any matter in which G|M will provide services; any such comments or statements are expressions of opinion only. The City also hereby acknowledges that G|M has made no promises or guarantees about the outcome of any matter in which G|M will represent the City.

G|M determines its fees for services rendered on an hourly basis. Subject to the cap described in this Agreement, the City will be required to pay G|M at its hourly rates for all time that G|M reasonably spends in rendering services on the City's behalf. Currently G|M's hourly rates are as follows:

Partners:	\$425 to \$550 per hour
Associates:	\$260 to \$330 per hour
Para-professionals and Document Clerks:	\$50 to \$150 per hour

My hourly rate for this matter will be \$550. Attached is a copy of my resume.

G|M currently does not employ any associates. However, in the event that G|M does employ one or more associates, the associates' hourly rates will be between \$200-375 per hour depending upon experience.

Subject to the cap described in this Agreement, the City will be required to pay G|M at its customary hourly rates for all time that G|M reasonably spends on this matter.

Hourly rates are subject to adjustment from time to time without notice, provided the adjustments are made in the ordinary course of G|M's business and G|M will advise the City in advance of any changes that are applicable solely to the City or that are not made in the ordinary course of its business.

By reason of the limited scope of the engagement, I do not expect that there will be any change in my hourly rate during the investigation and the preparation of the report.

Subject to the cap described in this Agreement, the City will be required to reimburse G|M for all reasonable out-of-pocket expenses, including, without limitation, photocopying, scanning, telephone toll and long-distance, secretarial overtime, messenger, parking, and travel. G|M will charge to the City as costs the same amount that G|M is charged for those costs, and will not mark up those costs in order to make a profit on those costs, except that (a) G|M charges \$.15 per page for in-house copies and/or scans, and (b) G|M charges for mileage at the Privately Owned Vehicle Mileage Reimbursement Rate established by the U.S. General Services Administration (which rate is currently .565 cents per mile).

G|M will charge the City for secretarial overtime only when the urgency of its matters require G|M to have a secretary work overtime on such matters, or when its matters require G|M to use outside secretarial or word processing services.

Domestic air travel will be charged at coach rates, unless G|M is given such short notice of the need for such travel that it is impractical to obtain tickets at those rates. International air travel will be charged at business class rates.

G|M does not have space to store large volumes of client files, and G|M is not in the document storage business. G|M will charge for off-site storage costs if the volume of documents on the City's matters requires it to use an off-site storage facility.

At the conclusion of G|M's representation of the City, the City must make arrangements to take possession of its files from G|M, including any files that G|M has stored at an off-site storage facility. If the City fails to do so within 60 days, G|M shall have no responsibility whatsoever arising out of the storage of the City's files or to pay any charges for the storage of its files, and the City shall continue to be obligated to pay any charges applicable to their continued storage. If the City fails to timely retrieve its files after the conclusion of G|M's representation of the City, then the City agrees that G|M may, in its discretion, either destroy or abandon the files or ship them to the City at the City's expense.

G|M may withdraw from its representation of the City in accordance with the applicable California State Bar Rules of Professional Conduct. Grounds for withdrawal include, but are not limited to, a client's breach of its agreement to pay legal fees and expenses and a client's rendering it unreasonably difficult for the attorney to represent the client effectively.

A statement itemizing services rendered will be submitted to the City monthly. Payment for professional services and expenses are due within 45 days. If the City wishes a statement other than in the ordinary course of G|M's business, one will be provided within 10 days after the City requests it in writing.

Please review all G|M's billing statements promptly and carefully. Questions or problems concerning any statement should be discussed with Leonard Gumpert or Peter Mastan of G|M within 30 days after the statement date. There will be no charge for discussing the statement within the initial 30 day-period. Thereafter, the City will be charged for such discussions at G|M's standard hourly rates. In addition to any other grounds permitted by law, if any statement is not paid within 45 days after receipt, G|M may, on seven days' notice, confirmed in writing, seek to terminate its engagement and to withdraw from representing the City in accordance with the applicable rules of professional conduct.

G|M has conducted a conflicts check including all parties that are known to G|M to be involved in this matter. G|M does not believe that it has any conflicts of interest.

G|M's only client in connection with this Agreement shall be the City. Whenever an independent investigation is conducted, there may well be disputes or disagreements between or among the City and its officials, staff, and employees. Under no circumstances should City officials, staff, or employees form the mistaken impression that G|M is counsel for any person or entity other than the City.

In other words, G|M will be representing the City's interests only, not the personal interests of its officials, staff, and employees. Whenever the City requests any of its officials or staff or employees to provide information to G|M, the City shall inform such person or entity that G|M represents only the City's interests. This will also confirm that G|M may so inform and advise such person or entity.

In the event that G|M discovers any conflict of interest, G|M will so notify the City. G|M reserves the right to withdraw from the representation in the event of any actual or potential conflict of interest.

If any dispute arises out of this agreement or any act or omission of GJM or any of its members in connection with GJM's representation of the City, neither GJM, nor any of its members, nor the City shall be entitled to recover the attorneys' or professionals' fees or costs incurred in connection with any legal proceeding to pursue or defend that dispute, whether or not those attorneys' or professionals' fees or costs are incurred in connection with a judicial proceeding, an arbitration, or any other proceeding.

IN ADDITION, IN ANY SUCH DISPUTE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE SHALL BE NO RIGHT TO JURY TRIAL, AND GJM AND THE CITY AGREE THAT THE DISPUTE SHALL BE DECIDED WITHOUT A JURY.

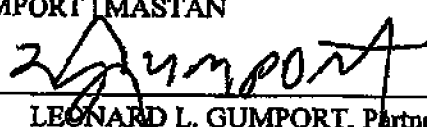
If a dispute arises over the fees for services or costs charged to the City, then, at the City's option, the dispute shall be submitted to arbitration in accordance with the applicable rules of the California State Bar Fee Arbitration Program, as set forth in California Business and Professions Code §§ 6200 through 6206. Each side shall bear its own attorneys' and professionals' fees and costs incurred in connection with any such proceeding.

This will confirm that GJM will represent the City's interests only with respect to specific agreed upon matters. The City agrees that such representation is not intended to preclude and shall not preclude GJM from representing any other persons and entities in unrelated matters.

This agreement, when approved by the City, constitutes a formal written contract between the City and GJM. By signing this letter, the signatory represents that he or she is authorized to do so for the benefit of the City and that the City shall be bound by all the terms of this agreement. Accordingly, please carefully review this agreement before it is signed and returned by the City. Signatures may be exchanged via email.

Sincerely,
GUMPORT | MASTAN

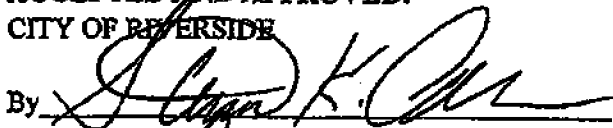
By

 4/7/14

LEONARD L. GUMPORT, Partner

ACCEPTED AND APPROVED:
CITY OF REVERSIDE

By



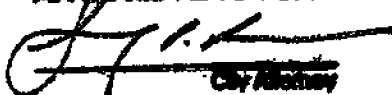
Print name:

STEVEN K. ADAMS

Title:

MAYOR PRO TEMP

APPROVED AS TO FORM


City Attorney

GUMPORT | MASTAN

A Law Partnership

550 South Hope Street
Suite 1765
Los Angeles, CA 90071-2627
Telephone: (213) 452-4900

Leonard L. Gumport
Peter J. Mastan

April 21, 2014

PRIVILEGED AND CONFIDENTIAL

Steve Adams
City Council Member – Ward 7
City of Riverside
3900 Main Street
Riverside, CA 92522

Re: **Agreement No. 2 for Legal Services**

Dear Councilman Adams:

The law firm of Gumport | Mastan ("G|M") submits this proposed agreement ("Agreement") for the employment of G|M to provide legal services to the City of Riverside (the "City" or "You"). In return for G|M's commitment to provide services to the City in accordance with this Agreement, the City will be required to pay for G|M's services as specified in this Agreement and to reasonably cooperate in providing information to G|M, so that it can properly advise the City.

This Agreement is separate from the agreement that the City approved earlier this month and that relates to disputed allegations concerning Councilman Michael Soubirous. This means that the budget included in this Agreement is in addition to, and separate from, the budget in the agreement concerning Councilman Soubirous.

GJM will provide an independent investigation and report to the City concerning

I will be the attorney at GJM with primary responsibility for conducting the investigation and preparing the report. (Enclosed is a copy of my resume.) GJM is not engaged in this Agreement to provide any representation to the City in any litigation. GJM will charge for its services at the hourly rates specified in this Agreement, and will charge for its out-of-pocket expenses. GJM will provide its services subject to a cap of \$49,000 for its fees and costs, and this cap only applies to the investigation and report described in preceding sentences of this paragraph concerning Councilman Davis.

This Agreement and the scope of this engagement of GJM may only be changed by a written agreement signed by the City and GJM.

In return for GJM's commitment to provide services in accordance with this Agreement, the City agrees to pay for GJM's services, and to reimburse GJM's costs, as specified in this Agreement (including the cap of \$49,000 described in this Agreement for services within the scope of this Agreement). In addition, the City shall reasonably cooperate in providing information to GJM so that GJM can properly and efficiently render the services provided in this Agreement. The \$49,000 cap is predicated on GJM's receiving such reasonable cooperation from the City.

Where GJM renders services under this Agreement (or the prior agreement) that overlap between the two investigations, GJM will reasonably allocate those services and costs between the two matters, and will not charge twice for the same service or cost. Where services or costs are difficult to allocate, GJM will generally allocate them 50-50 between the two investigations. 100% of the services and costs incurred by GJM through Friday of last week will be allocated to the Councilman Soubirous matter.

The investigation and report to be conducted by GJM will be independent, and GJM makes no representation about the outcome of any such investigation. Further, GJM's compensation and reimbursement (subject to the cap described in this Agreement) are not and shall not be contingent on the outcome, conclusions, or opinions expressed by GJM in conducting its investigation and in its report of its investigation.

The City agrees that nothing in this Agreement or in any comments or statements G|M may make to City constitute a promise or guarantee about the outcome of any matter in which G|M will provide services; any such comments or statements are expressions of opinion only. The City also hereby acknowledges that G|M has made no promises or guarantees about the outcome of any matter in which G|M will represent the City.

G|M determines its fees for services rendered on an hourly basis. Subject to the cap described in this Agreement, the City will be required to pay G|M at its hourly rates for all time that G|M reasonably spends in rendering services on the City's behalf. Currently G|M's hourly rates are as follows:

Partners:	\$425 to \$550 per hour
Associates:	\$260 to \$330 per hour
Para-professionals and Document Clerks:	\$50 to \$150 per hour

My hourly rate for this matter will be \$550. Attached is a copy of my resume.

G|M currently does not employ any associates. However, in the event that G|M does employ one or more associates, the associates' hourly rates will be between \$200-375 per hour depending upon experience.

Subject to the cap described in this Agreement, the City will be required to pay G|M at its customary hourly rates for all time that G|M reasonably spends on this matter.

Hourly rates are subject to adjustment from time to time without notice, provided the adjustments are made in the ordinary course of G|M's business and G|M will advise the City in advance of any changes that are applicable solely to the City or that are not made in the ordinary course of its business.

By reason of the limited scope of the engagement, I do not expect that there will be any change in my hourly rate during the investigation and the preparation of the report.

Subject to the cap described in this Agreement, the City will be required to reimburse G|M for all reasonable out-of-pocket expenses, including, without limitation, photocopying, scanning, telephone toll and long-distance, secretarial overtime, messenger, parking, and travel. G|M will charge to the City as costs the same amount that G|M is charged for those costs, and will not mark up those costs in order to make a profit on those costs, except that (a) G|M charges \$.15 per page for in-house copies and/or scans, and (b) G|M charges for mileage at the Privately

Owned Vehicle Mileage Reimbursement Rate established by the U.S. General Services Administration (which rate is currently .565 cents per mile).

G|M will charge the City for secretarial overtime only when the urgency of its matters require G|M to have a secretary work overtime on such matters, or when its matters require G|M to use outside secretarial or word processing services.

Domestic air travel will be charged at coach rates, unless G|M is given such short notice of the need for such travel that it is impractical to obtain tickets at those rates. International air travel will be charged at business class rates.

G|M does not have space to store large volumes of client files, and G|M is not in the document storage business. G|M will charge for off-site storage costs if the volume of documents on the City's matters requires it to use an off-site storage facility.

At the conclusion of G|M's representation of the City, the City must make arrangements to take possession of its files from G|M, including any files that G|M has stored at an off-site storage facility. If the City fails to do so within 60 days, G|M shall have no responsibility whatsoever arising out of the storage of the City's files or to pay any charges for the storage of its files, and the City shall continue to be obligated to pay any charges applicable to their continued storage. If the City fails to timely retrieve its files after the conclusion of G|M's representation of the City, then the City agrees that G|M may, in its discretion, either destroy or abandon the files or ship them to the City at the City's expense.

G|M may withdraw from its representation of the City in accordance with the applicable California State Bar Rules of Professional Conduct. Grounds for withdrawal include, but are not limited to, a client's breach of its agreement to pay legal fees and expenses and a client's rendering it unreasonably difficult for the attorney to represent the client effectively.

A statement itemizing services rendered will be submitted to the City monthly. Payment for professional services and expenses are due within 45 days. If the City wishes a statement other than in the ordinary course of G|M's business, one will be provided within 10 days after the City requests it in writing.

Please review all G|M's billing statements promptly and carefully. Questions or problems concerning any statement should be discussed with Leonard Gumpert or Peter Mastan of G|M within 30 days after the statement date. There will be no charge for discussing the statement within the initial 30 day-period. Thereafter, the City will be charged for such discussions at G|M's standard hourly rates. In addition to any other grounds permitted by law, if any statement is not paid within 45 days after receipt, G|M may, on seven days' notice,

confirmed in writing, seek to terminate its engagement and to withdraw from representing the City in accordance with the applicable rules of professional conduct.

GJM has conducted a conflicts check including all parties that are known to GJM to be involved in this matter. GJM does not believe that it has any conflicts of interest.

GJM's only client in connection with this Agreement shall be the City. Whenever an independent investigation is conducted, there may well be disputes or disagreements between or among the City and its officials, staff, and employees. Under no circumstances should City officials, staff, or employees form the mistaken impression that GJM is counsel for any person or entity other than the City.

In other words, GJM will be representing the City's interests only, not the personal interests of its officials, staff, and employees. Whenever the City requests any of its officials or staff or employees to provide information to GJM, the City shall inform such person or entity that GJM represents only the City's interests. This will also confirm that GJM may so inform and advise such person or entity.

In the event that GJM discovers any conflict of interest, GJM will so notify the City. GJM reserves the right to withdraw from the representation in the event of any actual or potential conflict of interest.

If any dispute arises out of this agreement or any act or omission of GJM or any of its members in connection with GJM's representation of the City, neither GJM, nor any of its members, nor the City shall be entitled to recover the attorneys' or professionals' fees or costs incurred in connection with any legal proceeding to pursue or defend that dispute, whether or not those attorneys' or professionals' fees or costs are incurred in connection with a judicial proceeding, an arbitration, or any other proceeding.

IN ADDITION, IN ANY SUCH DISPUTE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE SHALL BE NO RIGHT TO JURY TRIAL, AND GJM AND THE CITY AGREE THAT THE DISPUTE SHALL BE DECIDED WITHOUT A JURY.

If a dispute arises over the fees for services or costs charged to the City, then, at the City's option, the dispute shall be submitted to arbitration in accordance with the applicable rules of the California State Bar Fee Arbitration Program, as set forth in California Business and Professions Code §§ 6200 through 6206. Each side shall bear its own attorneys' and professionals' fees and costs incurred in connection with any such proceeding.

This will confirm that GJM will represent the City's interests only with respect to specific agreed upon matters. The City agrees that such representation is not intended to preclude and shall not preclude GJM from representing any other persons and entities in unrelated matters.

This agreement, when approved by the City, constitutes a formal written contract between the City and GJM. By signing this letter, the signatory represents that he or she is authorized to do so for the benefit of the City and that the City shall be bound by all the terms of this agreement. Accordingly, please carefully review this agreement before it is signed and returned by the City. Signatures may be exchanged via email.

Sincerely,
GUMPORT | MASTAN

By *[Signature]* 4/22/11
LEONARD L. GUMPORT, Partner

ACCEPTED AND APPROVED:
CITY OF RIVERSIDE

By *[Signature]*

Print name: STEVE ADAMS

Title: Mayor Pro Tem / COUNCIL MEMBER

APPROVED AS TO FORM

[Signature] 4/22/11
CITY CLERK

From: Leonard Gumport <lgumport@gumportlaw.com>
Sent: Tuesday, April 01, 2014 3:11 PM
To: Adams, Steve
Subject: PRIVILEGED & CONFIDENTIAL
Attachments: Riverside-Gumport Mastan Fee Letter 4-1-14.pdf; City of Riverside.Fee Agreement.4.1.14.docx

Dear Council Member Adams:

Enclosed are: (1) a pdf of a proposed fee letter (with attachments) and (2) a WORD file of the fee letter in case you wish to propose edits.

Sincerely,

Leonard L. Gumport
Gumport | Mastan
550 S. Hope St., Ste. 1765
Los Angeles, CA 90071-2627
(213) 452-4901

From: Leonard Gumport <lgumport@gumportlaw.com>
Sent: Monday, March 31, 2014 2:32 PM
To: Adams, Steve
Subject: PRIVILEGED
Attachments: SCMOBizHub_14033110190.pdf

PRIVILEGED

Dear Councilman Adams,

I confirm receipt of the enclosed memo.

I am available to do an independent investigation of the subject matter of the enclosed memo on a hourly basis, with fees and costs capped at \$49,000.

My firm's undertaking this independent investigation is conditioned on my giving you a formal engagement letter and the City's signing and returning the letter via email.

I expect that you will find the engagement letter satisfactory, and will have it to you via email tomorrow morning. In that expectation, I would like to arrange to be out there on Wednesday or whatever day and time you think best.

Sincerely,

Leonard L. Gumport
Gumport | Mastan
550 S. Hope St., Ste. 1765
Los Angeles, CA 90071-2627
(213) 452-4901

-----Original Message-----

Date: Mon, 31 Mar 2014 18:25:27 +0000
From: "Adams, Steve" <SAdams@riversideca.gov>
To: Leonard Gumport <lgumport@gumportlaw.com>
Subject: FW: Message from CMOBizHub_C552

Steve Adams
Councilman Ward 7
Riverside, CA 92522
(951) 826-5991

From: CMOBizHub
Sent: Monday, March 31, 2014 11:20 AM
To: Adams, Steve
Subject: Message from CMOBizHub_C552