

CHEVRON
A07-327

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CONTRACT EXECUTION REQUEST

CITY X AGENCY _____ UTILITY _____ DATE SUBMITTED TO CCT 12/06/07

NEW AGREEMENT X AMENDMENT _____ (AGREEMENT NO.) _____

COUNCIL/AGENCY/UTILITY APPROVAL DATE (if applicable) N/A

CONTRACTOR/CONSULTANT Law Office of Laurie Collins

DESCRIPTION OF SERVICE Legal Services relating to land use restrictions for City property acquired from Chevron with Prop A funds.

COMMENCEMENT DATE 12/01/07 ONGOING _____

EXPIRATION DATE _____ UPON COMPLETION (Approximate Date) 11/30/08

INSURANCE CERTIFICATE(S) ATTACHED:

YES X NO, NOT REQUIRED PER CITY ATTORNEY _____

DEPARTMENT CONTACT PERSON Melonie Kuegler ext. 308

LAW OFFICE OF LAURIE COLLINS

914 NORTH GENEVA STREET, GLENDALE, CALIFORNIA 91207
TELEPHONE 818.545.7902 FACSIMILE 818.545.3698
LAURIE.COLLINS@WORLDNET.ATT.NET

A07-327
Chevron

November 30, 2007

Steve Helvey
City Manager
City of Whittier
13230 East Penn Street
Whittier, California 90602

Re: Legal Services Agreement

Dear Steve:

I am very pleased to have the opportunity to be considered by the City of Whittier to provide legal services.

I will represent the City of Whittier in regard to providing advice and consultation on compliance with the conditions under which the City acquired a property commonly known as the Chevron property and the conditions under which the City accepted County Proposition A funds for the purchase. I write to set forth the terms upon which I will provide legal services to the City of Whittier, and the basis upon which I will bill for my services and expenses.

I will bill the City of Whittier for fees on a monthly basis. My time will be billed at the rate of \$195/hour, with a not to exceed cap of \$10,000 without further authorization.

In addition, I will bill the City of Whittier for messenger and delivery services, such as federal express, and for any legal search program time, such as Westlaw. Such costs frequently are billed by third-party vendors. Therefore, there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill.

Should the City of Whittier dispute any fees, the City should be aware that it is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business & Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

Steve Helvey
City Manager
November 30, 2007

11/30/07
Cherion

The City of Whittier has the right to terminate my representation at any time. I have the same right, subject to my obligation to provide the City with reasonable notice to arrange alternative representation. In either circumstance, the City of Whittier agrees to secure new counsel if necessary to represent it as quickly as possible. If the City of Whittier elects to terminate me, I will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

I am required to inform you that I currently maintain professional liability insurance.

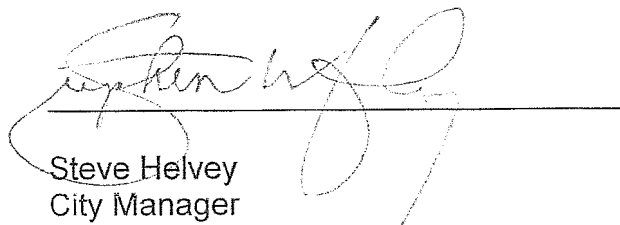
Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

Please sign the enclosed duplicate original of this letter and return to the undersigned.

Sincerely



Laurie C. Collins
Attorney at law



Steve Helvey
City Manager

Cc: Kimberly Hall Barlow, Esq.

A07-327

Kathryn Marshall

Subject: FW: Representation of City of Whittier

From: Laurie Collins [mailto:laurie.collins@worldnet.att.net]
Sent: Tuesday, March 18, 2008 11:21 AM
To: Steve Helvey
Cc: Bob Henderson; rdj@jones-mayer.com
Subject: Representation of City of Whittier

Dear Steve,

The City of Whittier retained me for the limited purpose of providing advice and consultation on compliance with the conditions under which the City acquired a property commonly known as the Chevron property and the conditions under which the City accepted County Proposition A funds for the purchase. In addition the City requested that I draft two contracts addressing environmental review for the proposed oil exploration project.

I also represent the Puente Hills Landfill Native Habitat Preservation Authority. Yesterday the Executive Director of the Authority expressed concern that I have a conflict of interest and requested that I provide advice on the Property Acquisition and Maintenance Agreement by and between the Authority and the City.

The Rules of Professional Conduct of the State Bar of California require the client's informed, written consent when an attorney concurrently represents two or more clients interested in the same subject matter, before I can represent either entity. Rule 3-310c of the California Rules of Professional Conduct provides in pertinent part:

A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict, or
- (2) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

I believe that I now have a potential conflict and accordingly must resign from further representing the City of Whittier on this matter. Please provide me with instructions as to whom I should refer Mark Tisdale if he contacts me.

Sincerely

Laurie C. Collins
Attorney at law