

AGREEMENT

THIS AGREEMENT is made this 15th day of December, 2003, by and between the City of Huntington Park (hereinafter referred to as "CITY"), and LEAL ABICH & DOMINGUEZ, LLP (hereinafter "LA&D").

RECITALS

The CITY wishes to retain LA&D to provide legal services in the capacity as City Attorney on the terms set forth below.

THE PARTIES AGREE:

1. CITY hereby retains the law firm of LA&D to provide legal services in the capacity of City Attorney. H. Francisco Leal shall serve in the position of City Attorney.

2. GENERAL SERVICES. LA&D shall perform such legal services as may be required from time to time by the CITY and its officers, and shall be responsible for the preparation and review of all ordinances and resolutions, together with agreements, deeds and other legal documents as required. The City Attorney shall attend all regular meetings of the City Council and special meetings as required and shall render legal advice and opinions to the City Council on matters affecting the CITY. The City Attorney shall provide legal advice to boards and commissions, and the personnel of the CITY and shall be available for meetings and consultation.

3. COMPENSATION.

(a) General Municipal Matters. The CITY shall pay a \$140 hourly fee for general municipal services including office hours at City Hall, attendance at all meetings representing the City, pre-agenda meetings and Council meetings, and advice, consultation and review of ordinances, resolutions and contracts.

(b) Special Services. The City shall pay for special services, including

litigation, labor & personnel at the following hourly rates:

Junior Associates (1- 3 years):	\$150 per hour
Senior Associates (4 + years):	\$175 per hour
Partners	\$185 per hour

(c) Limitation/Cap of Legal Fees. LA&D is sensitive to CITY's concerns regarding the amount of legal fees paid by CITY. To that end, LA&D will limit the amount charged for legal services to an amount no greater than \$25,000 per month. Should CITY be faced with extraordinary litigation or extraordinary projects which may require additional legal services, LA&D shall bring such matters to the City Council and the City Manager for review and approval.

(d) No Additional Charges for Support Staff. LA&D shall not impose additional charges for secretaries or other support staff or services.

(e) Reimbursement for Costs Advanced. CITY shall reimburse LA&D for costs advanced in connection with the activities of the City Attorney. Such costs shall include printing and copying expenses, filing fees, court fees, costs for investigators or other experts, messenger and express delivery, and similar costs relating to legal services that are generally chargeable to a client.

4. PAYMENT. LA&D shall submit a monthly bill describing all services performed during the preceding calendar month. All time shall be in detail sufficient to identify the work performed and the charges for the same. The CITY shall review the monthly statement and pay for services rendered and costs incurred, in the CITY's regular course of business.

5. TERMINATION OF AGREEMENT AND LEGAL SERVICES. This agreement and legal services to be rendered under it may be terminated at any time by either party. In the event of termination, LA&D shall be paid for all work completed immediately upon termination, and upon payment, shall be obligated to return to the CITY all files, documents and records belonging to the CITY.

6. PROFESSIONAL LIABILITY INSURANCE. LA&D warrants and represents that they are covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

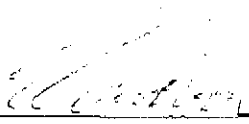
7. AGREEMENT NOT ASSIGNABLE. Neither this agreement nor any interest therein may be assigned or transferred by LA&D.

IN WITNESS WHEREOF, the CITY and LA&D have executed this agreement as of the date first written above.

CITY OF HUNTINGTON PARK

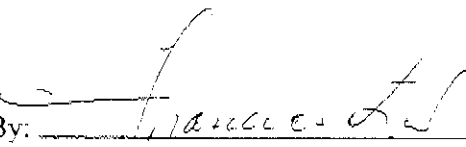
By: 
Edward Escareno, Mayor

ATTEST:



City Clerk

LEAL ABICH & DOMINGUEZ

By: 

H. Francisco Leal, Managing Partner