



BEST BEST & KRIEGER
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Stephen P. Deitsch
(909) 483-6642
stephen.deitsch@bbklaw.com
File No. 26529.00000

June 6, 2014

Mr. Wade G. McKinney
City Manager
City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210-7497

Re: Confirmation of Cost of Living Increase for certain City Attorney billing rates effective July 1, 2014

Dear Wade:

Pursuant to Section 5 (entitled "Compensation") of the Agreement for City Attorney and Redevelopment Agency Counsel Services between the City of Indian Wells and Best Best & Krieger LLP, as amended (the "Agreement"), I wish to advise the City that during calendar year 2013, the Consumer Price Index for Los Angeles/Anaheim/Riverside area increased one and one-tenth percent (1.1%). Thus, effective July 1, 2014, the Monthly Compensation (as defined in the Agreement) will automatically increase pursuant to the terms of the Agreement to twenty thousand three hundred forty-six dollars (\$20,346). The Monthly Compensation this past year has been twenty thousand one hundred twenty-four dollars (\$20,124).

In addition, pursuant to Section 5 of the Agreement and, in particular, two (2) letter amendments to the Agreement dated April 2, 2010, and July 2, 2010, the billable rates for any and all Special Services (as defined in the April 2, 2010 letter amendment) rendered by Best Best & Krieger LLP to the City shall be automatically increased, effective July 1, 2014, to \$331/hour for partners/of counsel, \$303/hour for associates and \$190/hour for paralegals/clerks. Those hourly rates this past year have been \$327, \$299 and \$187, respectively. Billable rates for code enforcement services rendered by Best Best & Krieger LLP to the City shall be automatically increased, effective July 1, 2014, to \$250/hour for partners/of counsel, \$218/hour for associates and \$154/hour for paralegals/clerks. These hourly rates this past year have been \$247, \$215 and \$152, respectively.

Since the foregoing increases are established automatically pursuant to the Agreement, there is no need for any amendment to the Agreement or execution of this letter. I again thank the City for the opportunity to continue serving the City of Indian Wells as City Attorney/Housing Authority Counsel.

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BEST BEST & KRIEGER
ATTORNEYS AT LAW

Mr. Wade G. McKinney
June 6, 2014
Page 2

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,

A handwritten signature in cursive script that reads "Steve".

Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD:lt

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June 14, 2013

Roderick J. Wood, Interim City Manager
City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210-7497

Re: Confirmation of Automatic Cost of Living Increase for certain City
Attorney billing rates effective July 1, 2013

Dear Rod:

Pursuant to Section 5 (entitled "Compensation") of the Agreement for City Attorney and Redevelopment Agency Counsel Services between the City of Indian Wells and Best Best & Krieger LLP, as amended (the "Agreement"), I wish to advise the City that during calendar year 2012, the Consumer Price Index for Los Angeles/Anaheim/Riverside area increased two percent (2%). Thus, effective July 1, 2013, the Monthly Compensation (as defined in the Agreement) will automatically increase pursuant to the terms of the Agreement to twenty thousand one hundred twenty-four dollars (\$20,124). The Monthly Compensation this past year has been nineteen thousand seven hundred twenty-nine dollars (\$19,729).

In addition, pursuant to Section 5 of the Agreement and, in particular, two (2) letter amendments to the Agreement dated April 2, 2010, and July 2, 2010, the billable rates for any and all Special Services (as defined in the April 2, 2010 letter amendment) rendered by BBK to the City shall be automatically increased, effective July 1, 2013, to \$327/hour for partners/of counsel, \$299/hour for associates and \$187/hour for paralegals/clerks. Those hourly rates this past year have been \$320, \$293 and \$183, respectively.

Since the foregoing increases are established automatically pursuant to the Agreement, there is no need for any amendment to the Agreement or execution of this letter.

Roderick J. Wood
Interim City Manager
City of Indian Wells
June 14, 2013
Page 2



I again thank the City for the opportunity to continue serving the City of Indian Wells as City Attorney/Housing Authority Counsel.

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,

Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD:ja

TO COUNCIL
APRIL 11, 2012



BEST BEST & KRIEGER
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File No. 26529.00000

March 21, 2012

VIA U.S. MAIL

Rod Wood
Interim City Manager
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210-7497

Re: Annual Legal Services Rates 2012 - 2013

Dear Rod:

Section 5 of the Agreement for City Attorney Legal Services between the City of Indian Wells and Best Best & Krieger LLP, as amended (the "Agreement") provides for an automatic consumer price index annual increase in our firm's flat monthly fee for general services provided by the firm at the direction of the City, and hourly rates for certain special services performed at the direction of the City or reimbursed to the City by third parties.

Please be advised that this year, Best Best & Krieger shall voluntarily waive the imposition of this automatic 2.7% increase in fees to which our firm is otherwise entitled for the 2012-2013 fiscal year. Our firm is doing so in light of new fiscal constraints facing the City and our willingness to share in the burden as the City works through this challenge. While voluntarily taking what is effectively a reduction in our fees for 2012-2013, the firm reserves the right to receive future increases in our fees as provided in the Agreement as if in all respects our firm's waiver for 2012-2013 were not in effect.

Best Best & Krieger, and I personally, have had the privilege of providing legal services to the City since 1993, initially as special redevelopment counsel, and since April 2004 as contract City Attorney. My firm and I feel a deep devotion to the City and believe that Indian Wells has a bright future. We hope that this fee accommodation demonstrates our commitment to the City and its continued success.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

March 21, 2012
Page 2

Sincerely,

A handwritten signature in cursive script that reads "Steve".

Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD:ja

BEST BEST & KRIEGER

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File No. 26529.00000

June 24, 2011

Greg Johnson, City Manager
City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210-7497

Re: Confirmation of Automatic Cost of Living Increase for certain City
Attorney billing rates effective July 1, 2011

Dear Greg:

Pursuant to Section 5 (entitled "Compensation") of the Agreement for City Attorney and Redevelopment Agency Counsel Services between the City of Indian Wells and Best Best & Krieger LLP, as amended (the "Agreement"), I wish to advise the City that during calendar year 2010, the Consumer Price Index for Los Angeles/Anaheim/Riverside area increased one point two percent (1.2%). Thus, effective July 1, 2011, the Monthly Compensation (as defined in the Agreement) will automatically increase pursuant to the terms of the Agreement to nineteen thousand seven hundred twenty-nine dollars (\$19,729). The Monthly Compensation this past year has been nineteen thousand four hundred ninety-five dollars (\$19,495).

In addition, pursuant to Section 5 of the Agreement and, in particular, two (2) letter amendments to the Agreement dated April 2, 2010, and July 2, 2010, the billable rates for any and all Special Services (as defined in the April 2, 2010 letter amendment) rendered by BBK to the City shall be automatically increased, effective July 1, 2011, to \$320/hour for partners/of counsel, \$293/hour for associates and \$183/hour for paralegals/clerks. Those hourly rates this past year have been \$316, \$289 and \$180, respectively.

Since the foregoing increases are established automatically pursuant to the Agreement, there is no need for any amendment to the Agreement or execution of this letter.

BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Johnson, City Manager
City of Indian Wells
June 24, 2011
Page 2

I again thank the City for the opportunity to continue serving the City of Indian Wells as City Attorney/Agency Counsel.

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,

A handwritten signature in black ink that reads "Steve" followed by a long horizontal flourish.

Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD/ct



BEST BEST & KRIEGER
ATTORNEYS AT LAW

07/06/10 PM 12:44 City of IW

Stephen P. Deitsch
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July 2, 2010

Greg Johnson, City Manager
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210-7497

Re: Amendment to Legal Services Agreement between City of Indian Wells and Best Best & Krieger LLP

Dear Greg:

The purpose of this letter is to formally amend, by means of this letter, the City Attorney and Redevelopment Agency Counsel Services Agreement entered into by and between the City of Indian Wells and related entities (collectively, the "City"), and Best Best & Krieger LLP ("BBK"), on April 1, 2004, as amended (the "Legal Services Agreement"). This amendment implements the City Council's direction based upon its annual evaluation of the City Attorney, which was formally conducted on July 1, 2010.

Notwithstanding any provision to the contrary in the Legal Services Agreement, the City and BBK understand and agree that pursuant to and for purposes of Section 5 of the Legal Services Agreement, the City shall pay BBK a flat-rate all inclusive sum of Nineteen Thousand Four Hundred Ninety Five Dollars (\$19,495.00) per month for the fiscal year commencing July 1, 2010, and ending June 30, 2011 ("2010-2011 Fiscal Year") for the Services provided pursuant to Section 5 of the Legal Services Agreement. The City and BBK further understand and agree that the billable rates for any and all Special Services (as defined in the April 2, 2010 letter amendment to the Legal Services Agreement) rendered by BBK to the City at the request of the City for the 2010-2011 Fiscal Year shall be \$316/hour for partners/of counsel, \$289/hour for associates and \$180/hour for paralegals/clerks. For the 2010-2011 Fiscal Year, code enforcement legal services rates shall be \$239/hour for partners/of counsel, \$207/hour for associates, and \$147/hour for paralegals/clerks. The foregoing hourly rates represent a 5% increase above current hourly rates, as directed by the City Council.

If the City agrees with the terms and provisions set forth in this letter, then please indicate the City's acceptance by executing and returning to me an original copy of this correspondence.

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Greg Johnson, City Manager
July 2, 2010
Page 2

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,

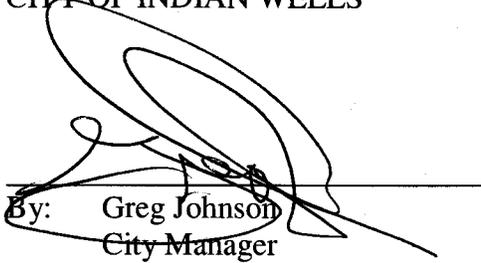


Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD:alr

AGREED AND ACCEPTED:

CITY OF INDIAN WELLS



By: Greg Johnson
City Manager

Dated: July 9, 2010

ATTEST:



Anna Grandys
Chief Deputy City Clerk



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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File#: 26529.00000

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June 17, 2010

Greg Johnson, City Manager
City of Indian Wells

Re: No Cost of Living Increase for Legal Services for 2010-2011 Fiscal Year

Dear Greg:

Pursuant to Section 5 of our legal services agreement, our flat monthly fee is automatically increased annually based upon the prior calendar year increase in the Consumer Price Index ("CPI"). This is to confirm that for calendar year 2009, there was no increase in the CPI. Therefore, pursuant to Section 5 of our legal services agreement, the flat monthly fee will continue to be \$18,661.

This is also to confirm that the increase in CPI for calendar year 2008 was 3.5%, thereby resulting in the flat monthly fee of \$18,661.00 for fiscal year 2009-2010.

Please feel free to contact me if you have any questions concerning this matter.

Sincerely,

Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

SPD:alr

BEST BEST & KRIEGER

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Stephen P. Deitsch
Stephen.Deitsch@bbklaw.com
File No. 26529.00000

April 2, 2010

Greg Johnson, City Manager
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210-7497

Re: Amendment to Legal Services Agreement Concerning Special Counsel
Billing Rates for Best Best & Krieger LLP

Dear Greg:

The purpose of this letter is to formally amend, by means of this letter, the City Attorney and Redevelopment Agency Counsel Services Agreement entered into by and between the City of Indian Wells and related entities (collectively, the "City"), and Best Best & Krieger, LLP ("BBK"), on April 1, 2004, as amended (the "Legal Services Agreement").

Following the City Council's annual evaluation of the City Attorney in August/September 2009, the City Council determined that the City may from time to time employ the services of BBK as legal counsel for various matters which, in the past, have been referred to other special counsel. Such services and the rates therefor are not presently addressed in the Legal Services Agreement. Such services include, without limitation, litigation (e.g., eminent domain, contract and real estate litigation), labor law, water law, specialized real estate law (other than zoning and land use, redevelopment and simple or routine City real estate agreements) and public finance ("Special Services").

One example of such Special Services is the pending matter of a dispute and potential litigation involving the default of Albert Lissoy under his 2002 Eminent Domain Settlement Agreement with the City. The City Council recently authorized and directed the City Attorney to proceed to take whatever action is reasonable and appropriate including, without limitation litigation, to enforce the terms of that Settlement Agreement, and the City Council approved a Purchase Order to pay for the services of BBK for this purpose.

Another example of such Special Services pertains to the pending issuance of Indian Wells Redevelopment Agency tax allocation bonds. The Agency has designated BBK to serve as bond and disclosure counsel for this matter at an already agreed upon fee.

BEST BEST & KRIEGER
ATTORNEYS AT LAW

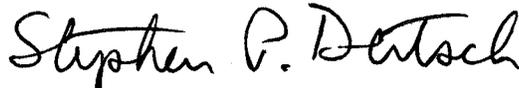
Greg Johnson, City Manager
April 2, 2010
Page 2

By means of this letter, the City and BBK agree that: (1) in Section 6 of the Legal Services Agreement, the third sentence is deleted, which formerly read, "INDIAN WELLS and BB&K understand and intend that such special legal counsel shall not be attorneys from BB&K."; (2) the billable rates for any and all Special Services rendered by BBK to the City at the request of the City shall be the rates applicable under the Legal Services Agreement for services for which the City otherwise seeks or is entitled to receive reimbursement from third parties; (3) those rates are currently \$301/hour for partners/of counsel, \$275/hour for associates and \$171/hour for paralegals/clerks; and (4) such rates shall automatically increase effective July 1 of each calendar year in an amount equal to the increase (if any) in the Consumer Price Index ("CPI") for the previous calendar year (January 1 through December 31) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. If bond counsel services or services related to public financings are requested by the City from time to time, then the billable rates for those Special Services shall be the generally prevailing rates for such services at the time services are rendered as agreed by the City and BBK at that time and, unless otherwise agreed in writing by the City, BBK shall be compensated for such services solely from the proceeds of the sale of bonds, certificates of participation or other financings (BBK shall prepare a separate written agreement for any such bond or public financings Special Services requested by the City from time to time). In other respects, the provision of Special Services shall generally be subject to the same terms and provisions as otherwise set forth in the Legal Services Agreement.

If the City agrees with the terms and provisions set forth in this letter, then please indicate the City's acceptance by executing and returning to me an original copy of this correspondence.

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,



Stephen P. Deitsch
of BEST BEST & KRIEGER LLP

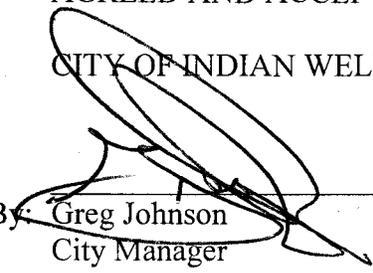
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BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Johnson, City Manager
April 2, 2010
Page 3

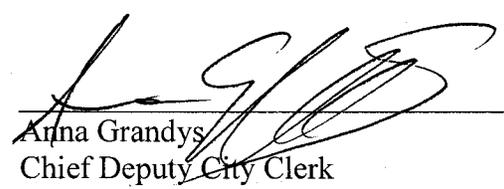
AGREED AND ACCEPTED:

CITY OF INDIAN WELLS

By: 
Greg Johnson
City Manager

Dated: 4/20/10

ATTEST:


Anna Grandys
Chief Deputy City Clerk

BEST BEST & KRIEGER

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Stephen P. Deitsch
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Stephen.Deitsch@bbklaw.com

February 13, 2008

Greg Johnson, City Manager
City of Indian Wells
44-950 El Dorado Avenue
Indian Wells, CA 92210

Re: Cost of Living Increase and Proposed Increase in Code Enforcement and Other "Pass-Through" Billable Files for City Attorney Services

Dear Greg:

Pursuant to Section 5 (entitled "Compensation") of the Agreement for City Attorney and Redevelopment Agency Counsel Services between the City of Indian Wells and Best Best & Krieger LLP, I wish to advise the City that during calendar year 2007, the Consumer Price Index for Los Angeles-Anaheim-Riverside area increased three and three-tenths percent (3.3%). Thus, the Monthly Compensation (as defined in the Agreement) will automatically increase to Eighteen Thousand Twenty-Nine Dollars (\$18,029) effective July 1, 2008 (the Monthly Compensation this past year has been Seventeen Thousand Four Hundred Fifty-Three (\$17,453)).

In addition to the foregoing and pursuant to Amendment No. 1 to our Agreement, I propose that the hourly billing rates for code enforcement litigation services (billed separately from the above Monthly Compensation) be increased from \$209 to \$220 per hour for attorney partners, from \$178 to \$190 per hour for attorney associates, and from \$126 to \$135 per hour for paralegals and law clerks.

Finally, there are certain subfiles for which our firm bills the City, and for which the City obtains reimbursement from third parties (e.g., development agreement subfiles such as the Jerson Development Agreement, the Sanderson J Ray Development Agreement, reimbursable review of franchise agreement matters such as the rubbish franchise agreement, and reimbursements from the Fire Access Maintenance District for City Attorney time). For these subfiles, I respectfully propose that our hourly billing rates be increased from \$265 to \$290 for attorney partners, from \$240 to \$265 for attorney associates, and from \$150 to \$165 for paralegals and law clerks. Of course, these latter rates are significantly below the rates paid by such reimbursing parties to their own attorneys, usually for similar legal work in the private sector. Thus, I do not believe that such reimbursing parties would have reasonable cause to

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BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Johnson, City Manager
February 13, 2008
Page 2

object, and I truly believe the proposed rates are more than fair.

Best Best & Krieger LLP and I have truly enjoyed our professional relationship with the City of Indian Wells and the Redevelopment Agency as City Attorney since May 1, 2004 (and an additional eleven years as special counsel before that). Much has been accomplished. We look forward to helping the City and the Redevelopment Agency continue to reach their goals and maintain the high level of success you have enjoyed.

If the City agrees with the proposed increases regarding code enforcement litigation services and legal services reimbursements from third parties as set forth above (the portion of the request based on CPI Index increase is automatic under our current Agreement), then please indicate the City's acceptance by executing and returning to me an original copy of this correspondence.

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,

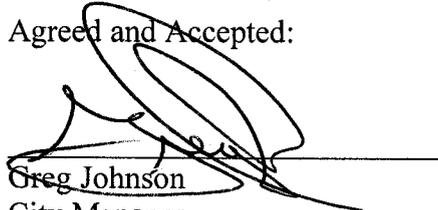


Stephen P. Deitsch
of BEST BEST & KRIEGER LLP
City Attorney
City of Indian Wells

SPD:kb

cc: Kevin McCarthy

Agreed and Accepted:



Greg Johnson
City Manager

BEST BEST & KRIEGER

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Stephen.Deitsch@bbkllaw.com

February 23, 2007

Greg Johnson, City Manager
City of Indian Wells
44-950 El Dorado Avenue
Indian Wells, CA 92210

Re: Cost of Living Increase and Proposed Increase in Code Enforcement and Other "Pass-Through" Billable Files for City Attorney Services

Dear Greg:

Pursuant to Section 5 (entitled "Compensation") of the Agreement for City Attorney and Redevelopment Agency Counsel Services between the City of Indian Wells and Best Best & Krieger LLP, I wish to advise the City that during calendar year 2006, the Consumer Price Index for Los Angeles-Anaheim-Riverside area increased four and three-tenths percent (4.3%). Thus, the Monthly Compensation (as defined in the Agreement) will automatically increase to Seventeen Thousand Four Hundred Fifty-Three Dollars (\$17,453) effective July 1, 2007 (the Monthly Compensation this past year has been Sixteen Thousand Seven Hundred Thirty-Three Dollars (\$16,733)).

In addition to the foregoing and pursuant to Amendment No. 1 to our Agreement, I propose that the hourly billing rates for code enforcement litigation services (billed separately from the above Monthly Compensation) be increased by the same 4.3% per hour. As a result, I request that the hourly rates, effective July 1, 2007, be \$209 per hour for attorney partners, \$178 per hour for attorney associates, and \$126 per hour for paralegals and law clerks.

Finally, there are certain subfiles for which our firm bills the City, and for which the City obtains reimbursement from third parties (e.g., development agreement subfiles such as the Jerson Development Agreement, the Sanderson J Ray Development Agreement, reimbursable review of franchise agreement matters such as the rubbish franchise agreement, and reimbursements from the Fire Access Maintenance District for City Attorney time). For these subfiles, I respectfully propose that our hourly billing rates be increased by \$15 per hour to \$265 for attorney partners, \$240 for attorney associates, and \$150 for paralegals and law clerks. Of course, these latter rates are significantly below the rates paid by such reimbursing parties to their own attorneys, usually for similar legal work in the private sector. Thus, I do not believe

BEST BEST & KRIEGER
ATTORNEYS AT LAW

Greg Johnson, City Manager
February 23, 2007
Page 2

that such reimbursing parties would have reasonable cause to object, and I truly believe the proposed rates are more than fair.

Best Best & Krieger LLP and I have truly enjoyed our professional relationship with the City of Indian Wells and the Redevelopment Agency as City Attorney for the past two years (and an additional eleven years as special counsel before that). Much has been accomplished. We look forward to helping the City and the Redevelopment Agency continue to reach their goals and maintain the high level of success you have enjoyed.

If the City agrees with the proposed increases regarding code enforcement litigation services and legal services reimbursements from third parties as set forth above (the CPI Index increase is automatic under our current Agreement), then please indicate the City's acceptance by executing and returning to me an original copy of this correspondence.

Of course, please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Sincerely,



Stephen P. Deitsch
of BEST BEST & KRIEGER LLP
City Attorney
City of Indian Wells

SPD:mb

cc: Kevin McCarthy
Mei Windsor

Agreed and Accepted:


Greg Johnson
City Manager

AMENDMENT NO. 2
TO AGREEMENT FOR CITY ATTORNEY AND
REDEVELOPMENT AGENCY COUNSEL SERVICES

This Amendment No. 2 ("Amendment No. 2") is entered into this 15th day of June, 2006, by and between, on the one hand, the CITY OF INDIAN WELLS (hereinafter "CITY"), a California municipal corporation and charter city, and the INDIAN WELLS REDEVELOPMENT AGENCY (hereinafter "AGENCY"), a public body, corporate and politic (the "CITY" and the "AGENCY" are hereinafter referred to collectively as "INDIAN WELLS"), and on the other hand, BEST BEST & KRIEGER LLP (hereinafter "BB&K"), a limited liability partnership engaged in the practice of law, with respect to that certain Agreement for City Attorney and Redevelopment Agency Counsel Services entered into by INDIAN WELLS and BB&K on April 1, 2004, as amended by Amendment No. 1 dated April 21, 2005 (collectively, the "Agreement").

INDIAN WELLS and BB&K agree as follows:

1. LEGAL SERVICES REIMBURSED TO CITY BY THIRD PARTIES.

The Agreement is amended by adding thereto Section 12, to read as follows:

"12. COMPENSATION FOR CITY ATTORNEY AND AGENCY COUNSEL LEGAL SERVICES REIMBURSED TO CITY BY THIRD PARTIES.

From time to time, BB&K provides legal services to INDIAN WELLS which are reimbursed to either CITY or AGENCY by third parties (e.g., negotiation and preparation of development agreements; review of declarations of covenants, conditions and restrictions; negotiation and preparation of franchise agreements and review and action on related matters). For any and all such legal services, the fees shall be billed by

BB&K and payable by INDIAN WELLS as follows: \$250 per hour for attorney partners, \$225 per hour for attorney associates and \$135 per hour for paralegals and law clerks. Proportional amounts of the foregoing hourly rates shall be billed and payable for each tenth of an hour of billed time for each billing person. Such hourly fees shall be subject to increase effective July 1 of each calendar year (commencing July 1, 2007) following application made by BB&K to INDIAN WELLS and prior approval of any such increase by INDIAN WELLS. The costs associated with such services, including, without limitation, telephone expenses, document reproduction expenses, automobile mileage expenses, computer research expenses, court or administrative agency filing fees, messenger service fees, fees for experts such as appraisers and other consultants (who shall be subject to prior approval by INDIAN WELLS), and the like, shall be billed by BB&K and payable by INDIAN WELLS monthly."

2. AMENDMENT OF SECTION 11 CONCERNING COMPENSATION FOR CODE ENFORCEMENT LITIGATION SERVICES.

Section 11 of the Agreement is amended to read in its entirety as follows:

"11. PROVISION OF AND COMPENSATION FOR CODE ENFORCEMENT LITIGATION SERVICES.

Upon request by INDIAN WELLS from time to time, BB&K shall provide code enforcement litigation services to INDIAN WELLS. In consideration for the performance of code enforcement litigation services by BB&K, INDIAN WELLS shall pay to BB&K, separate and apart from and in addition to the Monthly Compensation set forth in Section 5 of this Agreement, fees and costs associated with the provision of such code enforcement litigation services. The fees for such code enforcement litigation services

shall be billed by BB&K and payable by INDIAN WELLS as follows: \$200 per hour for attorney partners, \$170 per hour for attorney associates, and \$120 per hour for paralegals and law clerks. Such hourly fees shall be subject to increase effective July 1 of each calendar year (commencing July 1, 2007) following application made by BB&K to INDIAN WELLS, and prior approval of any such increase by INDIAN WELLS. The costs associated with code enforcement litigation services, including, without limitation, telephone expenses, document reproduction expenses, automobile mileage expenses, computer research expenses, court or administrative agency filing fees, messenger service fees, fees for experts such as appraisers and other consultants (who shall be subject to prior approval by INDIAN WELLS), and the like, shall be billed by BB&K and payable by INDIAN WELLS monthly."

3. EFFECTIVE DATE OF AMENDMENT NO. 2.

INDIAN WELLS and BB&K agree that this Amendment No. 2 shall become effective on July 1, 2006.

IN WITNESS WHEREOF, INDIAN WELLS and BB&K have executed this Amendment No. 2 as of the first date set forth hereinabove.

CITY OF INDIAN WELLS

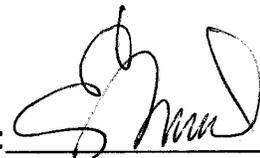
By: 

Mayor

ATTEST:

By: , Chief Deputy
City Clerk

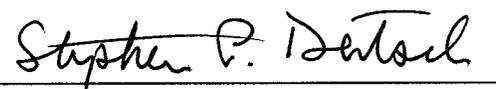
INDIAN WELLS REDEVELOPMENT
AGENCY

By: 
Chairperson

ATTEST:

By: , Chief Deputy
Agency Secretary

BEST BEST & KRIEGER LLP

By: 
Stephen P. Deitsch, Partner

AMENDMENT NO. 1
TO AGREEMENT FOR CITY ATTORNEY AND
REDEVELOPMENT AGENCY COUNSEL SERVICES

This Amendment No. 1 ("Amendment No. 1") is entered into this 21st day of April, 2005, by and between, on the one hand, the CITY OF INDIAN WELLS (hereafter, "CITY"), a California municipal corporation and charter city, acting on behalf of itself and the Fire Access Maintenance District, and the KOVE Commission, and the INDIAN WELLS REDEVELOPMENT AGENCY (hereafter, "AGENCY"), a public body corporate and politic (the "CITY" and the "AGENCY" are hereafter referred to collectively as "INDIAN WELLS"), and on the other hand, BEST BEST & KRIEGER LLP (hereafter, "BB&K"), a limited liability partnership engaged in the practice of law, with respect to that certain Agreement for City Attorney and Redevelopment Agency Counsel Services ("Agreement") entered into by INDIAN WELLS and BB&K on April 1, 2004.

INDIAN WELLS and BB&K agree as follows:

1. CODE ENFORCEMENT LITIGATION SERVICES.

The Agreement is amended by adding thereto Section 11, to read as follows:

"11. PROVISION OF AND COMPENSATION FOR CODE ENFORCEMENT LITIGATION SERVICES.

Upon request by INDIAN WELLS from time to time, BB&K shall provide code enforcement litigation services to INDIAN WELLS. In consideration for the performance of code enforcement litigation services by BB&K, INDIAN WELLS shall pay to BB&K, separate

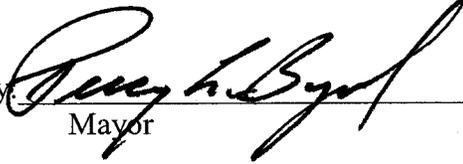
and apart from and in addition to the Monthly Compensation set forth in Section 5 of this Agreement, fees and costs associated with the provision of such code enforcement litigation services. The fees for such code enforcement litigation services shall be billed by BB&K and payable by INDIAN WELLS as follows: for code enforcement litigation services rendered by BB&K from April 1, 2004 through June 30, 2005 - \$175 per hour for attorney partners, \$150 per hour for attorney associates, and \$100 per hour for paralegals and law clerks; and for code enforcement litigation services rendered by BB&K commencing July 1, 2005 - \$190 per hour for attorney partners, \$160 per hour for attorney associates, and \$110 per hour for paralegals and law clerks. Proportional amounts of the foregoing hourly rates shall be billed and payable for each tenth of an hour of billed time for each billing person. Such hourly fees shall be subject to increase effective July 1 of each calendar year (commencing July 1, 2006) following application made by BB&K to INDIAN WELLS, and prior approval of any such increase by INDIAN WELLS. The costs associated with code enforcement litigation services, including, without limitation, telephone expenses, document reproduction expenses, automobile mileage expenses, computer research expenses, court or administrative agency filing fees, messenger service fees, fees for experts such as appraisers and other consultants (who shall be subject to prior approval by INDIAN WELLS), and the like, shall be billed by BB&K and payable by INDIAN WELLS monthly.”

2. EFFECTIVE DATE OF AMENDMENT NO. 1.

INDIAN WELLS and BB&K agree that this Amendment No. 1 shall become effective upon execution by both parties.

IN WITNESS WHEREOF, INDIAN WELLS and BB&K have executed this Amendment No. 1
as of the first date set forth hereinabove.

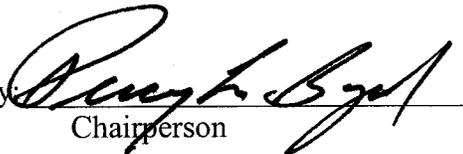
CITY OF INDIAN WELLS

By: 
Mayor

ATTEST:

By: 
City Clerk

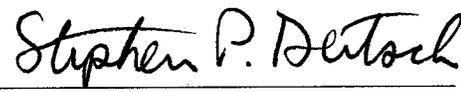
INDIAN WELLS REDEVELOPMENT
AGENCY

By: 
Chairperson

ATTEST:

By: 
Agency Secretary

BEST BEST & KRIEGER LLP

By: 
Stephen P. Deitsch, Partner

**AGREEMENT FOR CITY ATTORNEY AND
REDEVELOPMENT AGENCY COUNSEL SERVICES**

This Agreement is made as of the 13th day of April, 2004, by and between on the one hand, the CITY OF INDIAN WELLS (hereafter, "CITY"), a California municipal corporation and charter city, acting on behalf of itself and the Fire Access Maintenance District and the KOVE Commission, and the INDIAN WELLS REDEVELOPMENT AGENCY (hereafter, "AGENCY"), a public body, corporate and politic (the CITY and the AGENCY are hereafter referred to collectively as "INDIAN WELLS"), and on the other hand, BEST BEST & KRIEGER LLP (hereafter, "BB&K"), a limited liability partnership engaged in the practice of law.

INDIAN WELLS and BB&K agree as follows:

1. RECITALS

A. INDIAN WELLS has heretofore employed an in-house City Attorney who has generally performed general legal services on behalf of the CITY and the AGENCY, with the assistance from time to time of outside special counsel who provided such services ("Special Services") as, for example, labor law services, litigation services, public finance services, cable television law services, utility law services, eminent domain law services and water law services; with the understanding that Special Services include matters requiring extensive research, time or effort beyond the general advice concerning such matters given by the individual functioning as City Attorney.

B. INDIAN WELLS now desires and intends to retain BB&K as City Attorney and Redevelopment Agency Counsel to perform the services generally heretofore performed by the in-house City Attorney plus the redevelopment and housing law services previously provided to INDIAN WELLS by BB&K (the "Services"). BB&K desires and intends to be retained by INDIAN WELLS as City Attorney and Redevelopment Agency Counsel to perform the Services.

C. INDIAN WELLS and BB&K desire and intend that BB&K shall provide to INDIAN WELLS legal services as City Attorney and Redevelopment Agency Counsel on the terms set forth hereinafter.

2. SCOPE OF SERVICES

BB&K shall serve as City Attorney and Redevelopment Agency Counsel, and shall perform the Services (i.e., those legal services generally heretofore performed by the in-house City Attorney of the CITY, plus redevelopment and housing law services heretofore provided by BB&K to the CITY and the AGENCY). The Services to be performed by BB&K shall include, by way of example, preparation for and attendance at all regular and special meetings of the City Council, the Redevelopment Agency Board, the Planning Commission and other boards, commissions and committees established by INDIAN WELLS, unless otherwise directed by

INDIAN WELLS; preparation or review of all CITY and AGENCY ordinances, resolutions, agreements, deeds, agenda reports and other legal documents requested by INDIAN WELLS; provision to all officials, officers, and staff of INDIAN WELLS of legal advice and opinions concerning all matters affecting INDIAN WELLS, as directed by the City Council, the Redevelopment Agency Board, City Manager and City staff.

3. BB&K PERSONNEL

Stephen P. Deitsch ("Deitsch") of BB&K shall be the individual designated as City Attorney and Redevelopment Agency Counsel and shall be responsible for the performance of services by BB&K under this Agreement and the supervision of any and all other BB&K professional and support personnel who provide services to INDIAN WELLS. No change in this designation shall be made without the prior consent of INDIAN WELLS. INDIAN WELLS and BB&K understand that Deitsch may, on rare occasions, be temporarily unavailable to respond to requests by INDIAN WELLS for specific legal assistance. Thus, BB&K may from time to time assign other attorneys and may use paralegals to assist in the provision of City Attorney and Redevelopment Agency Counsel services pursuant to this Agreement; provided, however, that prior to use of any attorney other than Deitsch, BB&K shall seek and, wherever reasonably possible, obtain the prior approval of INDIAN WELLS regarding any attorney who may be asked to provide assistance to INDIAN WELLS. Attorneys who receive such approval from INDIAN WELLS and paralegals shall hereinafter be referred to as "Approved Personnel."

4. OFFICE HOURS AND AVAILABILITY OF BB&K PERSONNEL

Deitsch shall attend and conduct "office hours" one full work day of every week at INDIAN WELLS City Hall. In addition, if and when requested by INDIAN WELLS, Deitsch shall attend and conduct additional "office hours" at INDIAN WELLS City Hall on any additional day or days of any week, as needed in the determination of INDIAN WELLS. On any and all days when Deitsch is not present at INDIAN WELLS City Hall, Deitsch and/or other Approved Personnel of BB&K shall remain available at all times to provide City Attorney and Redevelopment Agency Counsel legal services to INDIAN WELLS from BB&K offices.

5. COMPENSATION

In consideration for the performance of the Services by BB&K, INDIAN WELLS shall pay BB&K a flat-rate all inclusive sum of Fifteen Thousand Five Hundred Dollars (\$15,500) per month ("Monthly Compensation"), which shall not only include payment of fees for the Services but also payment of all costs associated with the provision of the Services including, without limitation, telephone expenses, document reproduction expenses, automobile mileage expenses, computer research expenses and the like (but excluding any court or administrative agency filing fees in the event INDIAN WELLS requests that BB&K file documents with a court or administrative agency, and excluding fees which INDIAN WELLS might request that BB&K pay on its behalf to third parties, such as appraisers or consultants). There shall be no

additional sums billed INDIAN WELLS by BB&K and no additional sums due and payable to BB&K by INDIAN WELLS for the Services. INDIAN WELLS and BB&K agree that the Monthly Compensation shall automatically increase effective for the Services provided by BB&K on and after July 1 of each calendar year (commencing July 1, 2005) in an amount equal to the increase in the Consumer Price Index (CPI) for the previous calendar year (January 1 through December 31) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, BB&K may request on or before March 31 of each year an increase in the Monthly Compensation over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by INDIAN WELLS in its sole and absolute discretion.

6. USE OF SPECIAL COUNSEL

INDIAN WELLS and BB&K recognize and agree that Special Services will be required by INDIAN WELLS from time to time. INDIAN WELLS in its sole and absolute discretion shall select any and all special legal counsel to provide such Special Services. INDIAN WELLS and BB&K understand and intend that such special legal counsel shall not be attorneys from BB&K. BB&K shall remain available, at the request of INDIAN WELLS, to supervise and coordinate the provision of Special Services by special legal counsel.

7. BILLING

BB&K shall submit to INDIAN WELLS monthly an invoice in the amount of the Monthly Compensation, covering the preceding calendar month. The invoice shall contain a written description of all legal matters for which BB&K performed legal services during the preceding calendar month. INDIAN WELLS shall make every reasonable effort to pay BB&K for each monthly invoice within twenty-one (21) calendar days following receipt of each invoice. If the Services provided by BB&K during the first or last calendar month of the term of this Agreement (as set forth in Section 10 hereafter) do not cover an entire calendar month, then the Monthly Compensation due and owing to BB&K shall be prorated for that month and shall be calculated by multiplying the Monthly Compensation by a fraction wherein the numerator is the number of days during which BB&K provided the Services in the calendar month and the denominator is the number thirty (30).

8. STANDARD AND TIMELINESS OF SERVICES

BB&K shall adhere to all reasonable and lawful standards and procedures established by INDIAN WELLS for the provision of the Services by BB&K under this Agreement and for the fulfillment by BB&K of its duties as the City Attorney and Redevelopment Agency Counsel. BB&K shall work cooperatively at all times with the City Council, the Redevelopment Agency Board and the City Manager and shall keep them informed on all matters of importance. BB&K

shall perform the Services expeditiously and in a timely manner in order to meet the needs and requirements of INDIAN WELLS.

9. INSURANCE COVERAGE

BB&K currently maintains errors and omissions insurance with Lloyd's of London. After a standard deductibility amount, this insurance provides coverage which exceeds the amount required by the State of California.

10. TERM OF AGREEMENT

The provision of the Services under this Agreement shall commence on April 1, 2004. BB&K understands and agrees that BB&K serves at the will and pleasure of INDIAN WELLS. INDIAN WELLS retains BB&K to provide the Services under this Agreement, and BB&K shall continue to provide the Services under this Agreement, until such time as either INDIAN WELLS or BB&K provides thirty (30) days' written notice to the other of termination of this Agreement, either with or without cause. In the event of termination of this Agreement, INDIAN WELLS shall pay BB&K for all of the Services rendered by BB&K through and including the effective date of termination.

IN WITNESS WHEREOF, INDIAN WELLS and BB&K have executed this Agreement as of the date first set forth hereinabove.

CITY OF INDIAN WELLS

By: Mary J. Roche
Mayor

ATTEST:

Linda Furber
City Clerk

INDIAN WELLS REDEVELOPMENT AGENCY

By: Mary J. Roche
Chairperson

ATTEST:

Linda Furber
Agency Secretary

BEST BEST & KRIEGER LLP

By: Stephen P. Deitsch
Stephen P. Deitsch, Partner