



AGENDA REPORT

Meeting Date: September 2, 2008
Item Number: F-11
To: Honorable Mayor & City Council
From: City Attorney
Subject: AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FULBRIGHT & JAWORSKI LLP, FOR SPECIAL COUNSEL SERVICES ON INTELLECTUAL PROPERTY MATTERS
AND APPROVAL OF A PURCHASE ORDER FOR FULBRIGHT & JAWORSKI IN THE AMOUNT OF \$100,000.
Attachments: Agreement

RECOMMENDATION

The City Attorney recommends that the City Council approve an amendment to an agreement between the City of Beverly Hills and Fulbright & Jaworski for special counsel services on intellectual property matters.

INTRODUCTION

The City desires to have Fulbright & Jaworski provide special counsel services on intellectual property matters.

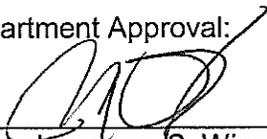
DISCUSSION

Fulbright & Jaworski has been satisfactorily providing the City with special counsel services in connection with intellectual property matters for about the last year. This amendment increases the consideration to cover these services in the upcoming fiscal year.

FISCAL IMPACT

Funds are available in the general legal services budget for Fiscal Year 2008/2009.

Department Approval:



Laurence S. Wiener
City Attorney

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND FULBRIGHT & JAWORSKI
LLP, FOR SPECIAL COUNSEL SERVICES ON
INTELLECTUAL PROPERTY MATTERS

This Amendment No.2 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and the law firm of Fulbright & Jaworski, LLP (hereinafter "Attorney"), dated August 17, 2007 ("Agreement") for special counsel services on intellectual property matters.

RECITALS

A. City entered into a written agreement, dated August 17, 2007, for special counsel services on intellectual property matters, which has been previously amended.

B. City desires to amend the language in the compensation provision so that compensation does not exceed the amount set forth in the purchase orders approved by the City.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2 of the Agreement, entitled "Compensation," is hereby amended as follows:

"Section 2. Consideration. For Attorney's services performed pursuant to this Agreement, City shall pay Attorney for the actual time of services rendered by Attorney pursuant to the following rates: John Rawls at \$640 an hour; Tim Bruinsma at \$585 an hour; Linda Merritt at \$440 an hour; Sarah Silbert at \$445 an hour; and Miles Yamanaka at \$400 an hour. Time shall be billed in increments of one tenth of one hour.

City shall reimburse Attorney for actual expenses reasonably incurred in the performance of legal services under this Agreement for court costs, services of process, messengers, deliveries, postage, and other similar services incidental to the performance of this Agreement. City shall not reimburse or pay Attorney for word processing, document preparation or clerical tasks. Computerized research shall be billed at Attorney's cost without additional mark-up. City and Attorney agree that Attorney shall be reimbursed no more than fifty cents (50¢) per page for facsimiles, with a maximum charge of Forty-Five Dollars (\$45.00) for any individual facsimile transmission, and no more than ten cents (10¢) per page for photocopies.

Attorney shall send a monthly statement for services rendered during the previous month and for expenses incurred on City's account. The monthly statement shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any fees and expenses incurred. Any expense over \$250 shall include the appropriate back-up documentation for that expense (i.e. invoice, receipt, etc.).

Services provided shall be related to the BEVERLY HILLS SHIELD DESIGN trademark and other intellectual property issues as directed by the City Attorney and compensation to Attorney shall not exceed the amount set forth in annual City purchase orders."

Section 2. Except as specifically amended herein, the Agreement shall remain in full force and effect.

Executed this ____ day of _____, 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

FULBRIGHT & JAWORSKI, LLP

JOHN C. RAWLS
Partner

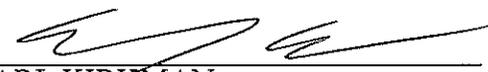
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



KARL KIRKMAN
Risk Manager