



AGENDA REPORT

Meeting Date: February 17, 2009
Item Number: F-20
To: Honorable Mayor & City Council
From: City Attorney
Subject: AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WOODRUFF, SPRADLIN & SMART FOR SPECIAL COUNSEL SERVICES FOR TORT CLAIMS LITIGATION
Attachments: Resolution

RECOMMENDATION

It is recommended that the City Council approve the amendment.

INTRODUCTION

This is to request City Council approval of an amendment to the agreement for continuing special counsel services with the law firm of Woodruff, Spradlin & Smart ("Woodruff"). Woodruff provides litigation services for cases involving the police department.

BACKGROUND

Woodruff has been providing regular special counsel services to the City for approximately 30 months. The billing rate for Woodruff's attorneys during this time has been \$125 for associates and \$140 for partners. This rate is substantially below the market rate and was negotiated by the City in connection with the transition of a regular caseload to this law firm. The proposed rate adjustment would move the law firm to a rate of \$175 for all attorneys, which is consistent with the market for the services provided. The City Attorney's office has been pleased with the work and results achieved by Woodruff and the City has received the benefit of the introductory rate for a substantial period of time.

FISCAL IMPACT

The total cost to the City in any one fiscal year as a result of this rate increase will vary depending on the need for Woodruff's services in that year. If Woodruff's case load remained consistent with 2008, the fiscal impact would be approximately \$40,000 annually.

Laurence S. Wiener, City Attorney

A handwritten signature in cursive script, appearing to read "Laurence S. Wiener", written over a horizontal line.

Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND WOODRUFF, SPRADLIN &
SMART FOR SPECIAL COUNSEL SERVICES FOR TORT
CLAIMS LITIGATION

This Amendment No. 1 is to that certain Agreement, dated June 27, 2006, and identified as Contract No. 210-06, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills (hereinafter called "City") and Woodruff, Spradlin & Smart, (hereinafter called "Attorney") for special counsel services for tort claims litigation ("Agreement").

RECITALS

A. City entered into a written agreement, dated June 27, 2006, for special counsel services for tort claims litigation.

B. City desires to amend the Consideration provision of the Agreement for continuing services within the original scope of work required by City.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Section 2 of the Agreement, entitled "Consideration" shall be amended to read 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 all attorneys at the rate of One Hundred Seventy Five Dollars (\$175.00) per hour, and Seventy Five Dollars (\$75.00) per hour for paralegal services. 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 costs incidental to the performance of this Agreement. City shall not reimburse or pay Attorney for word processing, document preparation or clerical tasks. 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.).

Attorney shall also comply with the City of Beverly Hills Billing Guidelines, attached as Exhibit A, and shall provide an electronic version of the fee and expense entries included in each monthly statement. The electronic version must be provided in the LEDES 1998B format, or in another format acceptable to City. ”

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and Woodruff, Spradlin & Smart, dated June 27, 2006, shall remain in full force and effect.

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

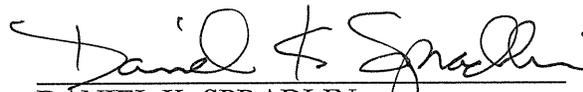
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills

ATTEST:

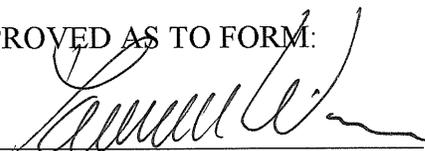
(SEAL)
BYRON POPE
City Clerk

WOODRUFF, SPRADLIN & SMART



DANIEL K. SPRADLIN
Director

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



KARL KIRKMAN
Risk Manager