



## AGENDA REPORT

**Meeting Date:** March 11, 2009  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** Chief Assistant City Attorney, Roxanne Diaz  
**Subject:** AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HANSON BRIDGETT, LLP FOR LEGAL SERVICES RELATED TO SPECIAL COUNSEL SERVICES  
**Attachments:** Agreement

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### **RECOMMENDATION**

It is recommended that the City Council approve the agreement with Hanson Bridgett, LLP.

### **INTRODUCTION**

The City Attorney recommends that the City continue to retain Hanson Bridgett, LLP to provide special counsel services in connection with the City's health insurance benefits program for eligible active employees and retirees through the Public Employees' Medical and Hospital Care Act (PEMHCA) as well as advising on tax issues relating to the program.

### **DISCUSSION**

The City has retained the law firm of Hanson Bridgett, LLP to provide special counsel services in connection with the City's health insurance benefits program. This amendment would continue our current agreement at the same rates. The firm's services include evaluating and structuring the City's health insurance benefits program for current employees and retirees, advising the City on hiring providers to administer the program, and advising the City on tax issues relating to the program.

### **FISCAL IMPACT**

The monies for these services have been budgeted by Administrative Services.

Laurence S. Wiener, City Attorney

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN CITY  
OF BEVERLY HILLS AND HANSON BRIDGETT LLP FOR  
LEGAL SERVICES RELATED TO SPECIAL COUNSEL  
SERVICES

This Amendment No. 2 is entered into this \_\_\_th day of March 2009 to that certain Agreement between the CITY OF BEVERLY HILLS, a municipal corporation (hereinafter "City") and Hanson Bridgett LLP (hereinafter "Attorney") known as Contract No. 31-06 dated February 1, 2006, as amended by Amendment No. 1 dated May 1, 2008 and identified as Contract No. 497-08. ("Agreement"), copies of which are on file in the City Clerk's office.

RECITALS

A. City entered into a written agreement dated February 1, 2006 for special counsel services, which was previously amended; and

B. City desires to amend the Consideration provision of the Agreement to compensate Attorney for continuing services;

NOW, THEREFORE, City and Attorney, in consideration of the covenants contained herein, mutually agree 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 under this Amendment No. 2, City shall pay Attorney for the actual time of services rendered by all attorneys at the rate of: \$420 for junior partners and \$475 for senior partners; \$350 for senior counsel and of counsel; and \$275 for associates. 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 computerized legal research or

administration activities including but not limited to word processing, document preparation and 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 be accompanied by supported documentation related to that expense.

Attorney must also 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.

For specific services related to a memorandum of opinion regarding a certain deferred compensation matter, compensation to Attorney shall not exceed the amount set forth in annual City purchase Orders.”

Section 2. Except as expressly modified by this Section 1 of Amendment No. 1 and as specifically set forth in this Amendment No. 2, all of the provisions of the Agreement dated February 1, 2006 shall remain in full force and effect.

CITY OF BEVERLY HILLS, a municipal  
corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

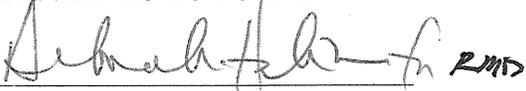
\_\_\_\_\_  
(seal)  
BYRON POPE  
City Clerk

“Attorney” HANSON BRIDGETT LLP

  
\_\_\_\_\_  
MARCUS WU, Partner

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM  
City Manager



SCOTT G. MILLER  
Director of Administrative Services/Chief  
Financial Officer



KARL KIRKMAN  
Risk Manager