



## AGENDA REPORT

**Meeting Date:** July 3, 2012  
**Item Number:** G-11  
**To:** Honorable Mayor & City Council  
**From:** Laurence S. Wiener, City Attorney  
**Subject:**  
APPROVAL OF AN AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION FOR EMPLOYEE RELATIONS AND NEGOTIATION SERVICES; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$150,000  
**Attachments:** 1) Agreement

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### RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with Liebert Cassidy Whitmore ("LCW") for services in connection with labor relations and negotiations and a purchase order in the not to exceed amount of \$150,000 for fiscal year 2011-2012.

### INTRODUCTION

For a number of years, LCW has provided to the City services in connection with labor relations and negotiations. This agreement would govern those services provided during the 2011-12 fiscal year and the purchase order would authorize payment for those services.

### DISCUSSION

LCW is familiar with the City's nine labor agreements and has participated in negotiation and drafting of each agreement. During the past fiscal year, the City has been engaged in labor negotiations with each of its employee associations concerning salary surveys in order to implement past agreements. In addition, labor negotiations have taken place with the Police Officers Association, the Firemen's Association and the Police

Management Association. LCW has provided services in connection with each of these negotiations.

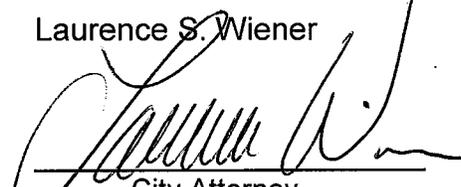
**FISCAL IMPACT**

The cost of services for fiscal year 2011-12 is estimated to not exceed \$150,000. Funds in this amount are budgeted in the Labor Relations account.

Sandra Olivencia-Curtis

  
Human Resources Approval

Laurence S. Wiener

  
City Attorney

# **Attachment 1**

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND  
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL  
CORPORATION, FOR EMPLOYEE RELATIONS AND  
NEGOTIATION SERVICES

THIS AGREEMENT is made and entered into by and between the City of Beverly Hills, a municipal corporation (hereinafter "City") and Liebert Cassidy Whitmore, a professional corporation (hereinafter "Attorney").

RECITALS

1. City desires to retain expert representation and consultative services to assist City in its relations and negotiations with its employee organizations; and

2. Attorney is specially experienced and qualified to perform the services desired by the City and is willing to perform such services;

NOW, THEREFORE, City and Attorney, in consideration of the covenants contained herein, mutually agree as follows:

1. Attorney shall perform for the City all necessary and reasonable legal services relating to employer-employee organization relations, including the following:

- A. Providing advice to the City Council, City Manager, and City Attorney and such persons that they may designate.
- B. Representing City in negotiations with employee organizations as requested by City.
- C. Drafting of Memorandums of Understanding.

- D. Attending planning and study sessions with City Council and City Management.
- E. Assisting in administering Memorandums of Understanding.
- F. Providing City with investigative services including any preparation and witness time in hearings, depositions, and trial, as requested by City.
- G. Performing other legal services as requested by City in writing.

2. For Attorney's aforesaid services performed under this Agreement, City shall pay Attorney a professional fee at the rates set forth in Exhibit A, attached hereto and incorporated herein. Attorney shall bill City in one-tenth (1/10) of an hour increments.

3. City shall reimburse Attorney for actual expenses reasonably incurred in the performance of the services under this Agreement for long distance telephone calls, court costs, services of process, messengers, deliveries, postage and other similar services incidental to the performance of this Agreement. However, before incurring any indebtedness which is of a substantial nature or which is not an ordinary and usual expense, prior approval shall be obtained from the City Attorney. City shall not reimburse or pay Attorney for word processing, document preparation or clerical tasks. City shall reimburse Attorney for computerized research at Attorney's actual costs. City and Attorney agree that Attorney shall be reimbursed not more than Fifty Cents (\$.50) per page for facsimile transmissions, with a maximum charge of Forty-Five Dollars (\$45.00) for any individual facsimile transmission, and Fifteen Cents (15¢) per page for photocopies.

4. The services furnished by Attorney shall be under the direction and supervision of the City Attorney.

5. Attorney shall submit monthly statements for services rendered in duplicate setting forth in detail a description of the nature of the services rendered and the hours required for their rendition during the preceding month to the City Attorney on or before the 20th of the following month. Any expense over \$250 shall include the appropriate documentation for that expense. Attorney shall also comply with the City of Beverly Hills Billing Guidelines, attached hereto and incorporated herein as Exhibit B, and shall provide an electronic version of the fee and expense entries included in each monthly statement for all litigation matters. For all other matters, Attorney shall provide the electronic version of the fee and expense entries if requested by the City Attorney. The electronic version must be provided in the LEDES 1998B format or in another format acceptable to the City Attorney.

6. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

7. Attorney shall obtain and maintain during the term of this Agreement:

- (a) General liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) with City named as an additional insured party.

(b) Professional liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) providing coverage for any damages or losses suffered by City as a result of any error or omission or neglect by Attorney which arises out of any professional services performed under this Agreement.

(c) Workers compensation insurance coverage as may be required by law.

All insurance coverages required by this Agreement shall (1) provide a minimum thirty (30) days written notice of modification or cancellation, and (2) be maintained in full force and effect throughout the term of this Agreement.

8. The term of this Agreement shall be twelve (12) months, commencing July 1, 2011.

9. City may terminate this Agreement at any time. In the event of such termination, Attorney shall be paid for all services rendered to City as of the date of termination, plus reimbursement for reasonable out of pocket expenses previously incurred.

10. This Agreement is a personal service agreement for the services of Attorney and may not be assigned by Attorney. This Agreement may not be amended without the written agreement of both parties hereto.

11. It is understood that the relationship of Attorney to City is that of an independent contractor.

12. Attorney agrees not to accept any employment during the term of this Agreement by any other person, firm or corporation which employment may create a conflict of interest with the interests of City.

13. Attorney shall, at its own costs and expense, provide all facilities and equipment which may be required for performance of services required by this Agreement.

14. In the performance of this Agreement, Attorney shall comply with all applicable provisions of the California Fair Employment and Housing Act (California Government Code Sections 12900 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 2203 - 217), whichever is more restrictive.

15. This Agreement represents the entire and integrated Agreement between City and Attorney and supersedes any and all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both City and Attorney.

16. All notices pertaining to this Agreement shall be in writing and shall be addressed as follows:

City of Beverly Hills  
City Attorney  
455 North Rexford Drive, Suite 230  
Beverly Hills, California 90210

Liebert Cassidy Whitmore  
Scott Tiedemann  
6033 West Century Boulevard  
Los Angeles, California 90045

Executed this \_\_\_\_\_ the day of \_\_\_\_\_, 201\_\_, at Beverly Hills,  
California.

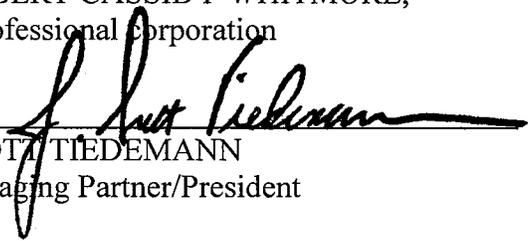
CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of Beverly Hills,  
California

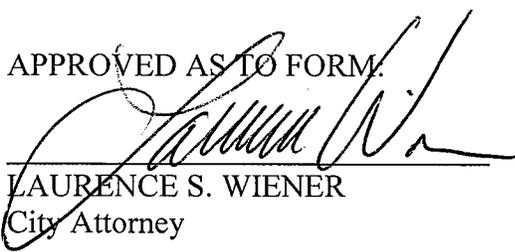
ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

LIEBERT CASSIDY WHITMORE,  
a professional corporation

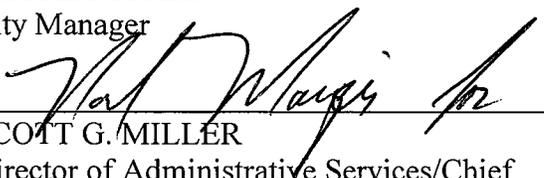
  
\_\_\_\_\_  
SCOTT TIEDEMANN  
Managing Partner/President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

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

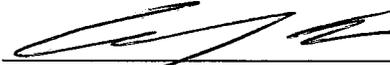
[Signatures continue]



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SANDRA OLIVENCIA

Assistant Director of Administrative  
Services/Human Resources



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KARL KIRKMAN

Risk Manager

**EXHIBIT A**

**HOURLY RATES**

Partners	\$250.00 - \$280.00
Of Counsel	\$235.00 - \$250.00
Associates	\$160.00-\$230.00
Paraprofessionals	\$95.00-\$120.00

## **EXHIBIT B**

### **CITY OF BEVERLY HILLS, CALIFORNIA**

#### **GUIDELINES FOR LEGAL SERVICES**

These Guidelines for Legal Services are issued by the City of Beverly Hills, California (the “City”) and apply to all legal matters being handled for the City. These Guidelines for Legal Services continue in effect until modified or terminated by the City.

#### **GENERAL EXPECTATIONS**

The City expects all legal services providers to assist the City with timely and efficient problem resolution and reasonable avoidance of risk. We anticipate that this will require frequent telephonic and written communication regarding the status of all matters and timely notice of upcoming decision points. The City Council regularly meets on the first and third Tuesdays of each month. Information to be considered by the City Council is provided to the Council on the Friday preceding those meetings.

The City also requests adherence to the reporting and billing guidelines in the following pages. Nothing contained in these guidelines is intended to restrict counsel’s exercise of professional judgment in rendering legal services for the City. No prior approval is necessary for any specific activity where the circumstances are such that obtaining prior approval would jeopardize the effective representation of the City. In such case, the City should be advised as soon as possible after the activity.

Beverly Hills has adopted a legal billing compliance review program (the “Compliance Program”). Stuart, Maue, Mitchell & James, Ltd. (“Stuart Maue”) of St. Louis,

Missouri, may assist the City in implementing the Compliance Program, as set forth below and in the accompanying documents.

Counsel should direct any questions concerning the Compliance Program requirements, the Guidelines for Counsel, or Beverly Hills policies and procedures to:

Laurence S. Wiener, Esq.  
Beverly Hills City Attorney  
Beverly Hills City Hall  
455 N. Rexford Drive, Suite 230  
Beverly Hills, CA 90210  
Telephone: 310-285-1055

#### FEES

We understand that your fees will be charged at the hourly rates set forth in your legal services agreement with the City. As provided in that agreement, each timekeeper assigned to a City matter and not otherwise approved in the legal services agreement to work on the matter, must be approved in writing in advance by providing to Mr. Wiener the timekeeper's name, position, and billing rate prior to beginning any billing activity, as well as an explanation of the need for the timekeeper to work on the matter.

Any third parties to be retained by your firm, such as expert witnesses, must be approved in advance by the City. Such approval shall be documented in the billing statements by including in the billing entry related to this approval the date of the authorization and the name of the person giving the authorization

## COSTS AND EXPENSES

In general, the City expects that law firms and individual lawyers will take all reasonable steps to minimize the amount of costs and expenses charged in connection with a City legal matter. The City will reimburse a law firm for costs and expenses classified as reimbursable in the legal services agreement and actually incurred in connection with the matter, so long as they are: (1) appropriate for completing the matter; (2) competitive with other sources of the same product or services; (3) reasonable in amount; and (4) in accordance with the Fees, Costs, and Expenses Guidelines set forth in Attachment A.

## BILLING FREQUENCY AND FORMAT

All counsel must bill all matters on a monthly basis, and all fees and expenses incurred during that month should be included on the invoice for that month. All invoices for the month should be submitted at one time as a single submission. Absent extraordinary circumstances, no billing entries from prior billing cycles or late billing entries will be accepted or considered. Exception will be made if the billing entry relates to goods or services provided by third-parties where the third-party invoices are not received in time to be included on a prior bill.

In order to facilitate prompt payment, law firms shall comply with these billing format requirements:

1. The firm must bill each matter with a separate invoice with the firm's own invoice number. (Invoice numbers must be unique as to each separate matter).

2. For each matter's invoice, the firm shall submit a cover page, which lists the following information:

(a) The title of the matter. For litigation matters this should include the claim number or the case number and the court in which the matter has been filed.

(b) The firm's name, address, telephone number, fax number, and e-mail.

(c) A summary and reconciliation displaying for each timekeeper the biller's name, firm identifier, position, rate, the total hours billed for that invoice, and the total fees billed for the invoice. (This may be included at the end of the invoice, rather than on the cover page.)

(d) The firm's assigned invoice number, the billing period, the total amount billed for that invoice, and the contact person for billing.

(e) If the invoice is a final bill, then the firm must prominently note that the invoice is final on the cover sheet (i.e., a "FINAL BILL" stamp may be used).

(f) The firm should carry forward any outstanding unpaid amount to the following invoice.

3. For each invoice, the firm must submit an itemized billing that includes for each fee entry:

(a) The date each task is performed.

(b) The firm identifier (e.g., initials or timekeeper number) of the timekeeper that performed each task.

(c) The hours billed for the task, reflecting the actual time spent on each activity.

(d) A clear description of the activity performed (block, group, or cluster billing is not acceptable and each task must be billed as a separate entry — embedded time is not allowed).

(e) Total fees billed for each entry.

4. For each invoice, the firm must submit an itemized billing that includes for each expense entry:

(a) The date that each expense was incurred.

(b) The firm identifier (e.g., initials or timekeeper number) of the timekeeper associated with the expense, if any.

(c) The number of units (e.g., number of copies, number of miles, etc.) associated with each expense.

(d) The rate at which the expense is billed (e.g., per-page rate for photocopies, or mileage rate for automobile travel).

(e) A clear description of the expense incurred.

(f) The total amount billed for each expense.

5. As noted above, certain billing tasks and expenses require the approval of the City. For billing entries for which such approval is required, the firm must include the name

or identifier of the approving person and the date of such approval in at least one task description relating to the authorized activity in each monthly submission. [Example: "Phone conference with J. Doe, accident reconstruction expert, re photographs of accident scene (expert retained per L. Wiener)]. Any such authorizations should be included at least once regarding activities that require authorization in each billing period's submitted invoices.

6. In addition to providing a hard copy of all invoices directly to the City of Beverly Hills, at the City Attorney's request, the firm must send one hard copy of all invoices for legal fees and expenses incurred in that month, together with the required supporting documentation, to the following address:

Beverly Hills Compliance Program  
c/o Stuart Maue  
3840 McKelvey Road  
St. Louis, MO 63044

Firms must also provide an electronic version of the fee and expense entries included in each hard copy. The electronic version must be provided in the LEDES 1998B format. Information regarding the LEDES 1998B format, including a list of vendors who support the format, may be obtained directly from LEDES at [www.ledes.org](http://www.ledes.org). The electronic version must be provided on diskette with the hard copy, or, if requested by City, may be provided as an attachment to an e-mail addressed to [beverlyhills@smmj.com](mailto:beverlyhills@smmj.com).

#### REPORTING OBLIGATIONS

The City expects to be kept closely involved with the progress of all matters. In general, the City should be kept apprised in writing of all significant developments in the case.

Copies of all legal memoranda and pleadings should be provided to the City unless otherwise directed. Please do not send copies of correspondence to other counsel, depositions, interrogatories, voluminous discovery documents, or other work product without the specific request of the City. The City Attorney may also request periodic conference calls regarding the status of any particular matter.

### STAFFING

While there may be several attorneys working together on a case, the number of attorneys participating in any single event should be held to the minimum necessary to efficiently accomplish a task. During the course of the firm's engagement, it may be necessary or advisable to delegate various portions of the case to different firm attorneys, paralegals and law clerks. Subject to the prior approval of personnel as discussed above, the firm should exercise discretion in making such assignments. In any event, the City will not pay for the training of attorneys. The City expects that law firms will assign tasks among attorneys, paralegals and law clerks in a manner commensurate with the level of expertise required in the most cost effective manner possible. In this regard, the City expects that paralegals or law clerks are the appropriate timekeepers to be assigned to perform routine tasks including, but not limited to, drafting routine notices for depositions, subpoenas, medical authorizations, necessary deposition summaries, and routine discovery requests. Billing for such activities by attorneys will be adjusted so that the firm is compensated for these activities at the firm's paralegal rate.

## BUDGETING

Please refer to Attachments D and E, which describe the initial litigation plan and budget work plan the City requires for significant pieces of litigation. A “significant piece of litigation” is litigation where attorney fees are expected to exceed \$50,000. In these cases, we expect that the overall litigation plan and budget be updated at 6-month intervals following completion of the initial 60-day budget plan.

## BEVERLY HILLS APPROVAL

In any case, where approval of the City is required, absent written notice to the contrary, only Laurence S. Wiener, City Attorney, is authorized to give such approval for the City. When required by these guidelines, the billing entries should identify the person granting approval.

## ATTACHMENT A

### FEES, COSTS, AND EXPENSES GUIDELINES

(1) Except as otherwise specifically provided in a legal services agreement, the City WILL reimburse the following fees, costs, and expenses:

- Fees incurred that are submitted in accordance with Attachment B—Billing Guidelines.
- Filing fees and court costs, exclusive of costs related to penalties or sanctions imposed by a court due to the conduct of the law firm representing the City.
- Fees billed in connection with travel that are billed at one half of the timekeeper's current approved rate. Fees may not be billed for travel between two different offices of your firm.
- Reasonable costs and expenses in connection with out-of-town travel (coach class air travel/standard size automobile rental/reasonable lodging and meals).
- Long distance telephone calls, courier charges or overnight delivery (unless such charges are caused by the law firm's delay in preparing materials), deposition costs, transcript costs, and expert witness fees, provided that they are charged at your firm's actual cost without markup.
- Photocopies at the rate of \$0.10 cents per copy. Entries must include the number of copies made.
- Long-distance toll charges associated with long distance facsimiles.

- Expenses associated with the use of LEXIS or WESTLAW provided that such services are being used only when necessary and in a cost-efficient manner. Any computer research is to be billed at actual cost without markup for overload. As most firms are billed for such services at a flat monthly rate, the City expects to be allocated a percentage share of such charge and not the vendor's time-use charge. Documentation to support the allocation will be required.

(2) Except as otherwise provided in a legal services agreement, Beverly Hills WILL NOT reimburse for any of the following:

- Conflict of interest checks; file opening charges; legal training; educating new or substitute attorneys; proofreading by more than one attorney; attempted telephone calls; local transportation or meals; laundry, dry cleaning, in-room movies, minibar charges, bar or alcohol charges, or other similar personal expenses associated with out-of-town travel; time spent at meals or social activities; time spent in preparing bills; file closing charges; specialty rates or premiums unless specifically agreed to in writing, in advance, by the City. Such approval is documented by stating in the billing entry the date of the authorization and the name of the person giving the authorization.

- Out-of-town travel between different locations of the same firm. The City's matter has been assigned to your firm at a specific location. Any decision to staff the matter with timekeepers from another location is considered a firm overhead expense. As such, the hours, fees, and expenses for such travel will not be compensated or reimbursed unless Beverly Hills provides separate approval.

- Office and professional overhead costs for items such as: office space or storage; office equipment or supplies; secretarial and clerical time; word processing; overtime charges (unless approved in advance by Beverly Hills in writing); telephone or ordinary postage charges; books, subscriptions, or educational materials; professional association or membership fees; and similar expenses.

- The City will not accept any charges for intraoffice conferences that are administrative or clerical in nature.

- The attendance of more than one attorney at an oral argument, deposition, trial, or any meeting is discouraged. However, the City recognizes that certain conditions may require the presence of more than one attorney. In such case, the prior approval of Beverly Hills is required. Such approval is documented by stating in the billing entry the date of the authorization and the name of the person giving the authorization.

There should be no standard minimum charges for services performed such as telephone calls or file review. Only the actual time expended should be charged. If research by attorneys or paralegals on a matter has application to other firm clients, the City should be billed only its proportionate share. The City should not be charged for routine legal research such as local practice rules or general research that the City expects counsel to fully know and understand. Legal research on matters of common knowledge for a reasonably experienced practitioner will be considered routine and will not be paid.

## ATTACHMENT B

### BILLING GUIDELINES

(1) Please refer to the “Recommended Billing Format” details set forth below and the attached sample statement. All billing statements must include the following:

- Identification of the matter.
- The billing period covered by the statement.
- MONTHLY FEES - For each item of work performed, the bill should include the date the work was performed; the identification of each attorney/paralegal/clerk (a “Service Provider”) who rendered the service; a narrative description of the work performed; the amount of time charged in 0.10-hour increments; the applicable hourly rate; and the total cost of that item of work.
- MONTHLY FEES SUMMARY - A summary showing the identification and level (e.g., partner, associate, paralegal) of each Service Provider, the aggregate hours billed, the applicable hourly rate, and the cost of work on the matter during the billing period.
- MONTHLY COSTS AND EXPENSES - Itemization of the total costs and expenses for the case during the billing period and the number of units of each item of expense.
- CUMULATIVE FEES SUMMARY - A summary showing the identification and level of each Service Provider, the aggregate hours billed, the applicable hourly rate, and the cost of work on the case from its inception.

- CUMULATIVE COSTS AND EXPENSES SUMMARY - Itemization of the total costs and expenses for the case from its inception.

NOTE: All time must be billed in increments of 1/10th of an hour.

(2) Attached is the recommended billing format for your review. While your bill can be formatted differently to accommodate your existing administrative systems, it must provide the foregoing information. The electronic copy of the fee and expense entries included in your invoices must be provided in the LEDES 1998B format unless alternative arrangements are authorized in writing.

RECOMMENDED BILLING FORMAT

EIFS Date: April 18, 1996

Date	Attorney	Description	Time	Rate	Total Cost
1/3/05	JJM	Review file to prepare Answer to Interrogatories	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review Interrogatories from Plaintiff	.30/hrs.	\$35	10.50
1/11/05	MMF	Trial preparation: draft Motion in limine	.60/hrs.	\$80	48.00
1/14/05	JJM	Review Answer to our Motion in limine	.20/hrs.	\$100	20.00
1/20/05	MMF	Research re allocation of damages for Motion in limine response (authorized by L. Weiner 1/16/05)	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to client re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	Hours	Rate	Total
JJM, Partner	.70	\$100	\$ 70.00
MMF, Assistant	2.00	\$80	160.00
KDC, Paralegal	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies)	\$2.55
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	<u>\$5.25</u>

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	5.25
TOTAL BILL	\$245.75

## ATTACHMENT C

### REPORTING GUIDELINES

(1) INITIAL PLAN: Beverly Hills requests an initial litigation plan and budget work plan within sixty (60) days of your receipt of the assignment of significant litigation, if any. Significant litigation shall include any case where attorney fees are expected to exceed \$50,000. The initial litigation plan should include the following information. Please refer to Attachment D for the related budget work plan requirements.

- Case Summary
- Incident Date (if applicable)
- Date answer filed
- Brief description of the case
- Plaintiffs claims/relief sought
- Principal factual and legal issues
- Other defendants
- Jurisdiction/judge/attorneys
- Proposed Litigation/Settlement Plan
- Identify the strengths and weaknesses of both plaintiff's and defendant's cases
- Identify litigation objectives
- Summarize the plan of action for achieving the litigation objectives
- If appropriate, describe a potential settlement plan and alternatives related thereto
- Proposed Plan of Work up to Pretrial
- Work directed to the initial pleadings

- Initial fact investigation
- Preliminary legal research
- Drafting responsive pleadings (answers, counterclaim, cross-claim, third party claim, etc.)
- Opponent's anticipated activity
- Discovery of facts
  - Interrogatories
  - Requests for Production/Admissions
  - Other written discovery
  - Deposition of fact and expert witnesses
  - Opponent's anticipated activity
- Anticipated third party discovery
- Anticipated role of consultants and expert witnesses
- Other legal research
- Possibility of Motion to Dismiss/Motion for Summary Judgment

**ATTACHMENT D**

**PRELIMINARY LITIGATION BUDGET (IF ANY)**

**CASE ACTIVITY BUDGET FOR THE NEXT 6 MONTHS**

Case Assessment, Development and Administration

Pretrial Pleadings and Motions

Discovery

Trial Preparation and Trial

Appeal

Expenses

Proposed Litigation Staffing:

NAME HOURLY RATE

Primary Attorney

Partner

Associate

Paralegal

**ATTACHMENT E**

**PRETRIAL/TRIAL AND POSTTRIAL REPORTING**

**AND TRIAL BUDGET (IF ANY)**

(1) PRETRIAL REPORT: The City requests a pretrial report at least forty-five (45) days prior to the trial date. The report should include the following information and counsel recommendations:

- Status of lawsuit
- Future discovery planned or to be completed prior to trial
- Explanation of overall defense strategy
- Damages alleged (injury, medical expenses, lost wage amount, disability, lien)
- Evaluation of the jurisdiction, judge and plaintiff attorney
- Evaluation of the City's exposure, including percentage chance of a defense verdict; potential adverse verdict amount; jury verdict potential at 100% liability; settlement value and recommended settlement amount, if any, prior to trial; and the status of settlement negotiations, if any
- Current demand for settlement and settlement authority requested, if any
- Estimated defense fees and costs through trial (see below)
- Counsel recommendations

**CASE ACTIVITY BUDGET THROUGH TRIAL**

Trial

Miscellaneous Work

Expert Witness Consulting Fees

Other Miscellaneous Costs and Expenses

Total Budget

(2) TRIAL REPORT: The City requires a daily report by telephone regarding the status of the trial. The report shall be provided to the City Attorney, unless otherwise directed by the City Attorney.

(3) POSTTRIAL REPORT: Beverly Hills requests a post-trial report within five (5) days after the conclusion of a trial. The report should include:

- A synopsis of the trial
- An appeal recommendation, if appropriate, which should include the issues and an opinion on the odds of prevailing on appeal

Estimated timeframe for the appeal process, if an appeal is recommended, and the associated legal fees and costs.