



AGENDA REPORT

Meeting Date: September 11, 2012
Item Number: G-11
To: Honorable Mayor & City Council
From: City Attorney
Subject: AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND THE LAW OFFICES OF KUTAK ROCK LLP FOR SPECIAL LITIGATION COUNSEL SERVICES; AND APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$75,000

Attachments: Agreement

RECOMMENDATION

The City Attorney recommends that the City Council move to approve the agreement between the City of Beverly Hills and the Law Office of Kutak Rock LLP for special counsel services; and move to approve a purchase order in the amount of \$75,000.

INTRODUCTION

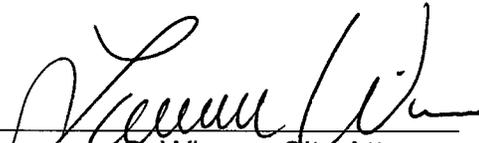
The City of Beverly Hills, along with the City of West Hollywood and other public agencies, has been named in a lawsuit challenging various aspects of the City's red light enforcement program. The agreement would retain Kutak Rock, LLP to defend the City in this matter.

DISCUSSION

The cities of Beverly Hills and West Hollywood, the County of Los Angeles and the State of California have each been named in a lawsuit challenging various aspects of the red light enforcement program in the cities of Beverly Hills and West Hollywood. West Hollywood, through its insurer, the Joint Powers Insurance Authority, has engaged the Kutak Rock law firm to defend West Hollywood in this lawsuit. As most of the allegations against the cities of Beverly Hills and West Hollywood are the same, the City Attorney's Office recommends that the City of Beverly Hills also engage the Kutak Rock law firm to defend the City of Beverly Hills. The City of Beverly Hills and the Joint Powers Insurance Authority will share equally the cost of defending the lawsuit, thus reducing litigation expenses for both parties.

FISCAL IMPACT

At this time, we estimate the City's share of legal fees and costs will be approximately Seventy Five Thousand Dollars. This estimate is preliminary and may change as the case further develops.



Laurence S. Wiener, City Attorney

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND THE LAW OFFICES OF KUTAK ROCK LLP FOR
LITIGATION COUNSEL SERVICES RELATED TO A CLASS
ACTION LAW SUIT

This Agreement is entered into in the City of Beverly Hills, between the City of Beverly Hills, a Municipal Corporation (hereinafter "City") and Kutak Rock LLP, Attorneys at Law (hereinafter "Attorney").

Section 1. Attorney's Responsibilities. Attorney shall perform for the City litigation counsel services in connection *Joseph M. Fallas v City of Beverly Hills, et al.*, Los Angeles Superior Court Case No. BC475413 (hereinafter "Fallas"), including the following:

- a. Provide legal advice and litigation services to the City Council, City Manager, and City Attorney and such persons that they may designate.
- b. Prepare reports and opinions as may be requested by the City.
- c. Attend by telephone meetings with City staff as may be requested by the City.
- d. Prepare pleadings and briefs as may be necessary in connection with litigation.

Edwin J. Richards and Christopher D. Glos shall be the attorneys responsible for the services provided to City pursuant to this Agreement. Mr. Richards and Mr. Glos may be assisted by other attorneys upon advance written approval from the City Attorney. The services furnished by Attorney shall be under the direction of the City Attorney.

Section 2. Consideration. For Attorney's services performed pursuant to this Agreement, City shall pay Attorney for one half of the actual time of legal services rendered at the rates set forth in Exhibit A, attached hereto and incorporated herein. Attorney's fees for the Fallas case shall be divided evenly between the City of Beverly Hills, on the one hand, and the City of West Hollywood and its indemnitee on the other hand, so that the City of Beverly Hills

shall pay for only one half of the fees incurred by Attorney to litigate the Fallas case. Time shall be billed in increments of one tenth of one hour.

City shall reimburse Attorney for one half of the actual expenses reasonably incurred in the performance of legal services under this Agreement, including 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. 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 the 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.

Attorney shall also comply with the City of Beverly Hills Billing Guidelines, attached as Exhibit B, and shall, upon request by the City, 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 3. Term. This Agreement shall govern services rendered on or after August 24, 2012, and shall continue until terminated.

Section 4. Indemnification. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses resulting from physical injury or damage to tangible property arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

Section 5. Insurance.

a. Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Attorney, its agents, representatives or employees. Insurance shall be of the type, in the amounts and subject to the provisions described below.

i. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

ii. Workers Compensation insurance as required by the State of California.

iii. Professional Liability Insurance with a minimum limit of Five Million Dollars (\$5,000,000).

b. Evidence of Coverage:

i. Within 14 days after approval of this Agreement by the City, Attorney shall file with the City certificates of insurance with original endorsements evidencing coverage in compliance with this Agreement on the City's standard proof of insurance form, attached hereto as Exhibit C, or on a similar form acceptable to the City Attorney. Except as required by law, the City shall not disclose the information contained on such certificates of insurance.

ii. Attorney shall make the insurance policies required by this Agreement, including all endorsements and riders, available to the City for inspection at Attorney's office during regular business hours.

iii. During the term of this Agreement, Attorney shall maintain with City current valid proof of insurance coverage. Proof of renewals shall be filed prior to

expiration of any required coverage and shall be provided on the City's standard proof of insurance form, as described in paragraph (b)i of this section.

iv. Failure to submit any required evidence of insurance within the required time period shall be cause for termination.

v. In the event Attorney does not maintain current, valid, evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Attorney, or which it subsequently owes to Attorney, until proper proof is filed.

c. All insurance coverage shall be provided by insurers admitted in the state of California and with a rating of B+;VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

d. Attorney shall not modify any policy required by this Section in a manner that materially and adversely affects coverage to the City as an additional insured. Attorney shall provide 30 days prior written notice to the City before cancellation of any insurance required by this Section.

e. Attorney's insurance and any insurance provided in compliance with this Agreement shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

f. Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

g. Any deductibles or self-insured retentions shall be declared to and are subject to approval by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or Attorney shall procure a bond guaranteeing payment of losses and expenses.

h. In the event that Attorney does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Attorney's expense, and the City may deduct all such costs from moneys the City owes to Attorney or from moneys which it subsequently owes to Attorney.

i. All commercial general liability insurance coverage required to be maintained pursuant to this Agreement by Attorney shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this Agreement.

Section 6. Successors and Assigns. This Agreement may not be assigned by Attorney.

Section 7. Facilities and Equipment. Attorney shall, at its own cost and expense, provide all facilities and equipment which may be required for performance of services required by this Agreement.

Section 8. Termination. This Agreement may be terminated by City, without prior notice, at any time. Attorney shall be entitled to the compensation earned by Attorney prior to the date of termination. Attorney shall be entitled to no further compensation after the date of termination. Attorney reserves the right to terminate this Agreement upon completion of the services set forth in Section 1, or in the event that City fails to timely pay for Attorney's services after Attorney provides City reasonable notice and opportunity to cure such failure, or for any other reason permitted or required under Rule 3-700 of the Rules of Professional Conduct.

Section 9. Notice. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served personally or by certified mail addressed to the City Attorney of the City of Beverly Hills, 455 N. Rexford Drive, Suite 230, Beverly Hills, California, 90210-4817; or to Edwin J. Richards, Kutak Rock LLP, 18201 Von Karman Avenue, Irvine, California, 92612-1077, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 10. Extent of Agreement. This Agreement represents the entire and integrated Agreement between City and Attorney and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Attorney.

Section 11. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 12. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of California.

Executed on this _____ day of _____, 20__ at Beverly Hills, California.

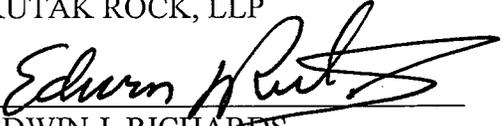
CITY OF BEVERLY HILLS,

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

ATTEST:

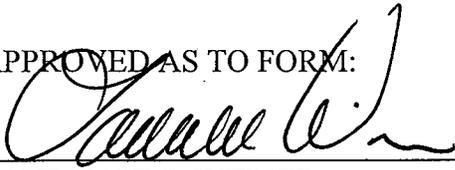
(SEAL)
BYRON POPE
City Clerk

KUTAK ROCK, LLP



EDWIN J. RICHARDS
Partner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY C. KOLM
City Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A

RATES

Attorney shall be paid at the following hourly rates:

Partner	\$200
Associate	\$185
Paralegal	\$105

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 are effective June 1, 2006 and 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.

Counsel should direct any questions concerning 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.

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.

RECOMMENDED BILLING FORMAT

EIFS Date: April 18, 1996

<u>Date</u>	<u>Attorney</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
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 <i>in limine</i>	.60/hrs.	\$80	48.00
1/14/05	JJM	Review Answer to our Motion <i>in limine</i>	.20/hrs.	\$100	20.00
1/20/05	MMF	Research re allocation of damages for Motion <i>in limine</i> 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

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
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	\$5.25

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. 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

(2) **STATUS REPORT** Beverly Hills requests a status report upon any material change in the case, following the completion of the Initial Plan indicating any material additions, deletions or changes from the Initial Plan, particularly in the areas of strategy, liability, settlement, and budget.

(3) **MEDIATION/ADR REPORT:** The City requires that mediation/ADR reports with recommended strategy and settlement authority be provided to the City at least three weeks prior to the scheduled date of mediation/ADR to allow for such reports to be reviewed and to obtain direction from the City Council at a regularly scheduled closed session meeting of the City Council. Upon consultation with the City Attorney to determine the City Council meeting schedule, the date for submission of the report may be revised provided that the City Council meeting schedule can accommodate a later date. The City Council normally meets on the first and third Tuesday of the month. All memoranda to be distributed to the City Council for consideration will be distributed on the Friday before a Tuesday meeting.

ATTACHMENT D

PRELIMINARY LITIGATION BUDGET

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**

(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.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
B.
C.

ADDRESS

Table with columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, B.I., LIMITS (P.D.), AGGREGATE. Coverage options include AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONTRACTOR'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, WORKERS' COMPENSATION.

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses resulting from physical injury or damage to tangible property arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS
: _____
