



## AGENDA REPORT

**Meeting Date:** December 2, 2014  
**Item Number:** D-8  
**To:** Honorable Mayor & City Council  
**From:** Laurence S. Wiener, City Attorney  
**Subject:** APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE LAW OFFICES OF MICHAEL R. NEBENZAHL FOR LITIGATION SERVICES  
**Attachments:** 1. Amendment No. 1

---

### **RECOMMENDATION**

The City Attorney's office recommends that the City Council approve Amendment No 1 to the Agreement between the City and The Law Offices of Michael R. Nebenzahl for litigation services.

### **INTRODUCTION**

The City desires to have The Law Offices of Michael R. Nebenzahl continue to provide special counsel services in connection with tort litigation. Amendment No. 1 to the legal services agreement with the Law Offices of Michael R. Nebenzahl will provide a cost of living adjustment to the hourly rates charged by the law firm.

### **DISCUSSION**

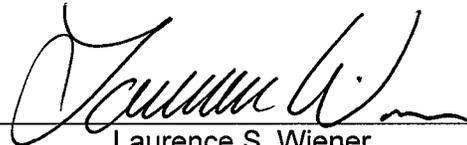
Michael R. Nebenzahl has been providing the City with special counsel litigation services in connection with tort litigation for many years and opened the Law Offices of Michael R. Nebenzahl in July, 2008. Mr. Nebenzahl has requested a rate increase as his firm's hourly rates have not increased since the firm's initial contract with the City in July, 2008. The City Attorney recommends increasing Mr. Nebenzahl's senior management attorney rates from \$175.00 to \$190.00 (commencing January 1, 2015), and associate attorney rates from \$150.00 to \$165.00 (commencing January 1, 2015). These increases are slightly lower than the increase in the consumer price index since the law firm began working with the City.

Meeting Date: December 2, 2014

The proposed increase in rates has been reviewed and recommended by the City Council's legal committee of Council member Brien and Council member Mirisch.

**FISCAL IMPACT**

This rate adjustment is expected to result in an increase in legal costs of approximately \$20,000 to \$25,000 in fiscal year 2014-15. Funds are budgeted and available in the City liability reserve fund.



---

Laurence S. Wiener  
City Attorney

# **Attachment 1**

**AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN  
THE CITY OF BEVERLY HILLS AND THE LAW OFFICES  
OF MICHAEL R. NEBENZAHL FOR LITIGATION  
SERVICES**

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and the Law Offices of Michael R. Nebenzahl (hereinafter "Attorney"), dated July 15, 2008, identified as Contract No. 292-08 (hereinafter "Agreement").

RECITALS

A. City entered into a written agreement, dated July 15, 2008, for continuing legal services for all necessary and reasonable special counsel services in connection with tort litigation as requested by the City.

B. Attorney has requested an adjustment of the billing rate set forth in the Agreement to reflect the increase in the cost of living since the contract was executed.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2 of the Agreement, entitled "Consideration," is 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 senior management attorneys at the rate of One Hundred Seventy Five Dollars (\$175.00) per hour through December 31, 2014, and One Hundred Ninety Dollars (\$190.00) per hour on and after January 1, 2015. City shall pay Attorney for the actual time of services rendered by associates at the rate of One Hundred Fifty Dollars (\$150.00) per hour through December 31, 2014, and One Hundred Sixty-Five Dollars (\$165.00) per hour on and after January 1, 2015. 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. 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."

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014, at Beverly Hills, California.

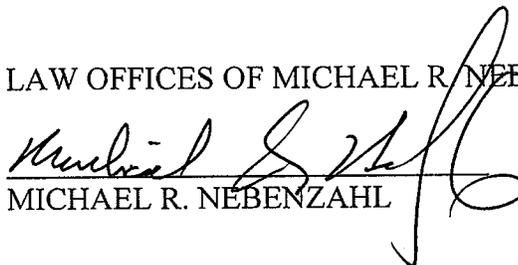
CITY OF BEVERLY HILLS, a municipal corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the City of Beverly Hills, California

ATTEST:

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

LAW OFFICES OF MICHAEL R. NEBENZAHL

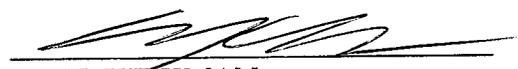
  
MICHAEL R. NEBENZAHL

APPROVED AS TO FORM

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS GO CONTENT

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
KARL KIRKMAN  
Risk Manager