



## AGENDA REPORT

**Meeting Date:** February 17, 2015  
**Item Number:** D-17  
**To:** Honorable Mayor & City Council  
**From:** Laurence S. Wiener, City Attorney  
**Subject:** APPROVAL OF: AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WOODRUFF, SPRADLIN & SMART FOR SPECIAL COUNSEL SERVICES FOR TORT CLAIMS LITIGATION

**Attachments:** 1. Amendment No. 2

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### RECOMMENDATION

The City Attorney's office recommends that the City Council approve Amendment No. 2 to an Agreement between the City and Woodruff, Spradlin & Smart for special counsel services in connection with tort claims litigation.

### INTRODUCTION

The City desires to have Woodruff, Spradlin & Smart continue to provide special counsel services in connection with tort litigation. Amendment No. 2 to the legal services agreement with Woodruff, Spradlin & Smart will provide a cost of living adjustment to the rates charged by attorneys and will provide a rate adjustment to the hourly rates charged for paralegal services to bring paralegal rates closer to market rates.

### DISCUSSION

Woodruff, Spradlin & Smart has been providing the City with special counsel litigation services in connection with tort claims litigation for almost ten years. The law firm has requested a rate increase to the firm's hourly rates, which have been set at \$175 per hour for attorneys and \$75 for paralegals since June, 2006. The City Attorney recommends increasing Woodruff, Spradlin & Smart's hourly rates from \$175 to \$190 for attorneys and \$75 to \$100 for paralegals, commencing February 1, 2015. The increase in rates for attorney services will be slightly smaller than the change in the consumer price index since the establishment of these rates in 2006. The change to paralegal

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rates will be an increase that exceeds the consumer price index but maintains the paralegal rates below market for similar services.

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

**FISCAL IMPACT**

The proposed rate adjustment is expected to result in an additional cost of approximately \$7,000 during fiscal year 2014-15.



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Laurence S. Wiener  
City Attorney

# **Attachment 1**

**AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN  
THE CITY OF BEVERLY HILLS AND WOODRUFF,  
SPRADLIN & SMART FOR SPECIAL COUNSEL  
SERVICES FOR TORT CLAIMS LITIGATION**

This Amendment No. 2 is to that certain Agreement, dated June 27, 2006, and identified as Contract No. 210-06, as amended by Amendment No. 1, dated February 17, 2009 and identified as Contract No. 64-09, copies of which are 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, which has been previously amended.
- B. Attorney has requested to amend the Agreement in order to bring the hourly rates for attorney and paralegal services closer to market rates.

NOW, THEREFORE, the parties 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. Commencing on February 1, 2015, the City shall pay Attorney One Hundred Ninety Dollars (\$190.00) per hour for attorney services and One Hundred Dollars (\$100.00) 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 upon request 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. 2, all of the provisions of the Agreement between the City of Beverly Hills and Woodruff, Spradlin & Smart, shall remain in full force and effect.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at Beverly Hills, California.

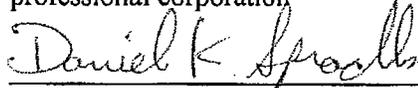
CITY OF BEVERLY HILLS, a municipal  
corporation

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

ATTEST:

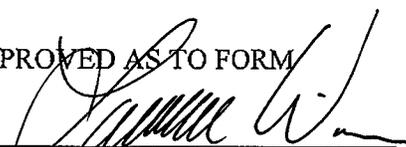
\_\_\_\_\_(Seal)  
BYRON POPE  
City Clerk

WOODRUFF, SPRADLIN & SMART, a  
professional corporation



DANIEL K. SPRADIAN  
Director

APPROVED AS TO FORM

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT

  
MAHDI ALUZRI  
Interim City Manager  
KARL KIRKMAN  
Risk Manager