



AGENDA REPORT

Meeting Date: December 15, 2015

Item Number: D-9

To: Honorable Mayor & City Council

From: City Attorney

Subject: AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GREINES, MARTIN, STEIN & RICHLAND, LLP FOR SPECIAL COUNSEL SERVICES RELATED TO CERTAIN LITIGATION MATTERS

Attachments: 1. Agreement

RECOMMENDATION

The City Attorney recommends that the City Council approve an Amendment to the Agreement between the City of Beverly Hills and Greines, Martin, Stein & Richland, LLP, for special counsel services related to certain litigation matters.

INTRODUCTION

The City entered into an Agreement, dated June 11, 2015, with Greines, Martin, Stein & Richland, LLP to provide special counsel services in connection with litigation arising from vehicle accidents that have occurred on Loma Vista Drive in Beverly Hills. Such agreement was for a not to exceed amount of \$50,000.

DISCUSSION

The City has been sued by several parties related to vehicle accidents that have occurred on Loma Vista Drive in Beverly Hills. Greines, Martin, Stein & Richland is a law firm that has provided special counsel services to the City in conjunction with such lawsuits. This Amendment No. 1 amends the Agreement to clarify billing rates for law clerks and to delete the \$50,000 cap on attorney fees.

FISCAL IMPACT

Funds are available in the tort liability fund for this matter.



David Snow, Interim City Attorney

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND GREINES, MARTIN, STEIN
& RICHLAND, LLP FOR SPECIAL COUNSEL SERVICES
RELATED TO CERTAIN LITIGATION MATTERS

This Amendment No. 1 is to that certain Agreement dated June 11, 2015 and identified as Contract No. 249-15 "(Agreement)", between the City of Beverly Hills, a Municipal Corporation ("City") and the law firm of Greines, Martin, Stein & Richland, LLP ("Attorney"), a copy of which is on file in the office of the City Clerk.

R E C I T A L S

- A. City and Attorney entered into a written Agreement dated June 11, 2015 for special counsel services relating to litigation arising from vehicle accidents that have occurred on Loma Vista Drive in the City.
- B. City desires to amend the Agreement in order to delete the \$50,000 cap on Attorney's fees and provide for law clerk billing rates.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

Section 1. Section 2 of the Agreement entitled "Consideration" shall be amended and restated as follows:

"Section 2. Consideration. For Attorney's services performed pursuant to this Agreement, City shall pay Attorney for the actual time of legal services rendered at the rates set forth in Exhibit A, attached hereto and incorporated herein. 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, which shall include documentation for any expense item over \$250. 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.

Section 2. Exhibit A of the Agreement entitled "RATES" shall be amended and restated as attached hereto as Exhibit A.

Section 3. Except as amended by this Amendment No. 1, all terms and conditions set forth in the Agreement shall remain in full force and effect.

[signature page follows]

Executed on this ____ day of December 2015 at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

JULIAN A. GOLD
Mayor of the City of
Beverly Hills, California

ATTEST

BYRON POPE
City Clerk

GREINES, MARTIN, STEIN &
RICHLAND, LLP

TIMOTHY T. COATES
Managing Partner

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

KARL KIRKMAN
Risk Manager

EXHIBIT A

RATES

Attorney and other personnel shall be paid at the following hourly rates:

Partners	\$320
Associates	\$275
Law Clerk	\$100