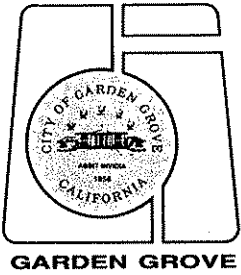


## AGREEMENT BIBLIOGRAPHY

Name of Firm:	Rourke, Woodruff & Spradlin
Service Provided:	Attorney Services
Date Approved by City Council:	06 07 1994
Start Date:	06 07 1994
End Date:	N/A
Amount of Contract:	See agreement
Insurance Expiration:	N/A
Comments:	
Date Archived:	



# CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

June 14, 1994

Rourke, Woodruff & Spradlin  
A Professional Corporation  
Suite 7000  
701 South Parker Street  
Orange, CA 92668

Gentlemen:

Enclosed for your files is a fully executed copy of a Retainer Agreement between the City of Garden Grove and Rourke, Woodruff & Spradlin for City Attorney services.

This agreement was approved by the City Council of the City of Garden Grove at its meeting of June 7, 1994.

Sincerely,

  
Carolyn Morris, EMC  
City Clerk

Enclosure

cc: City Attorney  
Controller

**RETAINER AGREEMENT FOR  
CITY ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into as of the 7<sup>th</sup> day of JUNE, 1994, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter the "City", and **ROURKE, WOODRUFF & SPRADLIN**, a professional corporation, hereinafter the "Attorneys."

**RECITALS**

1. The City Council as the governing body of the City desires to appoint, employ and retain Attorneys to act as City Attorney for the City and to perform legal services required to be performed by the City Attorney.

2. Attorneys desire to perform legal services as the City Attorney for the City of Garden Grove.

3. The City Council and Attorneys wish to provide for the terms and conditions of Attorneys' employment as City Attorney as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Retention of Attorneys.**

A. The City hereby retains and employs Attorneys to provide legal services required to be performed by the City Attorney of the City of Garden Grove. In this regard, John R. Shaw is designated by the firm as City Attorney for the City of Garden

Grove, and he will perform the services of City Attorney assisted by other attorneys in the firm of Rourke, Woodruff & Spradlin, some of whom may, from time to time, be designated by the City Attorney as Assistant and Deputy City Attorneys.

B. This Agreement will take effect on the date of execution of this Agreement.

2. **Scope of Duties.**

The City retains and employs the Attorneys to provide legal services required in connection with City's operation as a general law City. Attorneys' legal services to be performed for the City shall include those generally understood within the field of municipal law to fall within the category of "General Counsel" work. Attorneys shall provide those legal services reasonably required to represent the City and shall take reasonable steps to keep the City informed of the progress of the representation and to respond to the inquiries of City Council members and City officers regarding the status of matters for which Attorneys are representing the City.

A. **Tasks.** It is understood that as part of the Attorneys' legal services as City Attorney, the services shall include, but are not limited to, the following:

(i) The preparation of ordinances, resolutions, orders, agreements, forms, notices, declarations, certificates and other documents required by the City;

(ii) Attendance at all meetings of the City Council, Redevelopment Agency, and Housing Authority, Joint Economic and Development Committee and attending all other meetings of City boards, commissions,

and committees when so requested by the City Council or the City Manager;

(iii) Rendering legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions;

(iv) Representing the City in litigation involving the City including both prosecution and defense as directed by the City Council;

(v) Providing all other legal services required as City Attorney;

(vi) Conduct a minimum of four office hours per week at City Hall; and

(vii) Assignment of litigation matters to outside counsel as deemed necessary.

B. Other Matters. Attorneys legal services to be performed for the City pursuant to this Agreement shall not include serving as bond counsel for municipal financing matters or labor relations affecting the Police Department, except as directed by the City Council.

C. Cooperation. The City shall cooperate with Attorneys and keep Attorneys informed of developments involved with Attorneys' representation of the City. City shall designate one or more City officers and/or employees with whom Attorneys are to make direct contact relative to the representation of the City and the provision of legal services as City Attorney.

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**3. Fees and Expenses.**

A. City shall pay Attorneys as compensation for services rendered pursuant to this Agreement at the rates set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. A change of rates may be approved by the City Council without further amendment of this Agreement.

B. City shall also pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing legal services pursuant to this Agreement. Actual and necessary costs and expenses include those charges that Attorneys directly incur, including but not limited to: filing fees, jury fees, reporter's fees, witness fees, title reports, photographs, diagrams, maps, costs of extraordinary photocopying of documents, costs of long-distance telephone calls, facsimile charges, messenger and delivery services, Lexis research fees, reasonable out of county travel expenses, out of county mileage costs at the rate established by IRS.

**4. Statements.**

Attorneys shall prepare and present monthly statements for services rendered to the City for the month preceding the statement, and City shall pay the statements upon presentation or within a reasonable time thereafter.

**5. Term, Discharge and Withdrawal.**

A. This Agreement shall remain in full force unless terminated by the City Council.

B. Attorneys shall serve under the terms of this Agreement at the pleasure of

City Council, and the City Council hereby reserves the right to terminate this Agreement at will.

C. When Attorneys' services are terminated, all unpaid charges shall become immediately due and payable.

**6. Conflict of Interest.**

Attorneys shall at all times use its best efforts to avoid conflicts of interest in performance of this Agreement. In the event that a conflict arises, Attorneys shall immediately notify City. Within 30 days following execution of this Agreement, Attorneys shall file a conflict of interest disclosure statement disclosing the information related to potential conflicts of interest to the extent such disclosure is required by law.

**7. Indemnity.**

Attorneys hereby agree to and shall hold City and their elective and appointive boards and commissions, officers, agents and employees harmless and agrees to indemnification from any liability, loss, costs, obligations, including reasonable attorneys' fees for damages or claims, for personal injury, including death, as well as from claims for property damage which may arise from Attorneys' operations under this Agreement, whether such operations be by Attorneys or by one or more persons directly or indirectly employed by or acting as agent for Attorneys. Attorneys agree to and shall defend City and their elective and appointive boards, commissions, officers, agents and employees from any suits or actions by law or in equity for damages caused or alleged to have been caused by reasons of any of the aforesaid operations.

**8. Insurance.**

Attorneys shall maintain during the term of this Agreement a policy of professional errors and omissions liability insurance in the amount of \$1,000,000 aggregate, subject to a \$25,000 deductible per claim. Not in derogation of Attorneys' indemnity set forth in Paragraph 7 above, Attorneys shall maintain insurance coverage as set forth in the attached and incorporated "Renewal Certificate" Exhibit A, and provide City with an additional certificate of insurance at the expiration of the subject renewal certificate. Attorneys agree to give City 30 days' notice before the effective date of policy non-renewal or cancellation or in the event Attorneys receive less than 30 days' notice from its insurer of non-renewal or cancellation. Attorneys agree to immediately notify City of such non-renewal or cancellation.

**9. Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement.

"Attorneys"

**ROURKE, WOODRUFF & SPRADLIN**

By:



JOHN R. SHAW

Partner

"City"

**CITY OF GARDEN GROVE**

By:



Mayor

ATTEST:

  
City Clerk

JRS:oj ♦ :JRSVH851

**EXHIBIT "A"**

**ROURKE, WOODRUFF & SPRADLIN HOURLY RATES**

\$130.00	All Attorney Services
\$ 75.00	Paralegal and Law Clerks
\$ 35.00	Messenger - direct costs incurred

The time for legal services is billed in minimum increments of .2 hours.

6-7-94

CONSIDERATION OF RENEWAL OF CONTRACT WITH ROURKE, WOODRUFF & SPRADLIN  
FOR CITY ATTORNEY SERVICES (F: 55.739)

Staff report dated June 1, 1993 was introduced, and the City Manager reviewed information relative to this item. Figures were presented comparing the costs of a contract city attorney as opposed to having a full-time city attorney operation, indicating that the cost savings using the contract attorney has been roughly \$90,000 to \$100,000 for each of the past two fiscal years. It was further indicated that no hourly fee increase is being proposed for the next fiscal year.

Councilman Leyes commented that the 22 percent savings is remarkable and speaks well of the decision to go with a contract attorney.

It was moved by Councilman Chung, seconded by Councilman Leyes, and carried by unanimous vote, that the contract by and between the CITY OF GARDEN GROVE and ROURKE, WOODRUFF & SPRADLIN, for the provision of City Attorney services, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the contract.

## City of Garden Grove

### INTER-DEPARTMENT MEMORANDUM

To: City Council  
From: George L. Tindall  
Dept.:  
Dept.: City Manager  
Subject: RENEWAL OF CONTRACT FOR  
CITY ATTORNEY SERVICES  
Date: June 1, 1994

#### OBJECTIVE

To recommend that the agreement with Rourke, Woodruff and Spradlin be renewed for the provision of contract city attorney services.

#### BACKGROUND

In May of 1992, the City Council decided to contract for city attorney services instead of maintaining an in-house staff. One of the main reasons for contracting was a belief that it would result in cost-savings for legal services. The firm of Rourke, Woodruff and Spradlin was retained to provide city attorney services, with John Shaw serving as City Attorney.

In July of 1993, the City Council extended the contract with Rourke, Woodruff and Spradlin for one year.

#### DISCUSSION

Since the spring of 1993, staff has monitored the activities of the City Attorney's Office and has conducted cost comparisons between the contract and prior expenditures with an in-house staff. These studies have found that Rourke, Woodruff and Spradlin have been able to provide very good service at a cost-effective level.

Attached is a report which again demonstrates the cost savings realized from having a contract City Attorney.

RENEWAL OF CONTRACT FOR  
CITY ATTORNEY SERVICES

June 1, 1994

Page 2

RECOMMENDATION

Because of the cost savings realized by having a contract City Attorney, and because both productivity levels and the quality of work performed by John Shaw and Rourke, Woodruff and Spradlin has been consistently high, staff recommends that the City Council continue contracting for City Attorney services and approve the attached retainer agreement.



GEORGE L. TINDALL  
City Manager

Attachment: Report from City Attorney  
Retainer Agreement

