

## AGREEMENT BIBLIOGRAPHY

|                                |                              |
|--------------------------------|------------------------------|
| Name of Firm:                  | Woodruff, Spradlin and Smart |
| Service Provided:              | Attorney Services            |
| Date Approved by City Council: | 06 10 2008                   |
| Start Date:                    | 07 01 2008                   |
| End Date:                      | N/A                          |
| Amount of Contract:            | See agreement                |
| Insurance Expiration:          | 04 12 2009                   |
| Comments:                      | Amendment to 06/12/01        |
| Date Archived:                 |                              |



# CITY OF GARDEN GROVE

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(714) 741-5040

William J. Dalton  
Mayor

Mark Rosen  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Steven R. Jones  
Council Member

June 26, 2008

Woodruff, Spradlin and Smart  
ATTN: Tom Nixon  
P.O. Box 3070  
Garden Grove, CA 92842

Enclosed is the Amendment to the Agreement by and between the City of Garden Grove and Woodruff, Spradlin and Smart to furnish City Attorney services.

The City Council approved the Agreement on June 10, 2008.

Sincerely,

Kathy Bailor  
City clerk

By: Denise Kehn  
Records Specialist

Enclosure

c: City Manager  
Finance Department  
Finance Department/Purchasing

## AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services is made this 10<sup>th</sup> day of June, 2008, by and between the City of Garden Grove, hereinafter "City" and Woodruff, Spradlin and Smart, hereinafter "Attorneys."

Whereas, City and Attorneys entered into an agreement for City Attorney services in May 1992 (the "Agreement"), which was subsequently amended on June 7, 1994, September 24, 1996 and again on June 12, 2001.

NOW, THEREFORE, the City and Attorneys agree that the existing Agreement for City Attorney Services, as amended, shall be further amended as follows:

A. Section 1.A. of the Agreement shall be amended to read as follows:

"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, Thomas F. Nixon 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 Woodruff, Spradlin & Smart, some of whom may, from time to time, be designated by the City Attorney as Assistant and Deputy City Attorneys."

B. Exhibit A to the Agreement shall be modified to include the following adjustments:

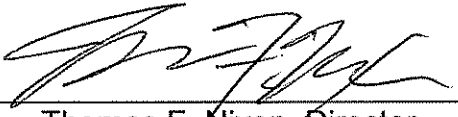
1. The hourly fee for all City work, advisory and litigation shall be adjusted from \$160 per hour to \$185 per hour for attorneys and from \$85 per hour to \$105 per hour for paralegal personnel.
2. Messenger charges shall be billed for the direct costs incurred.

C. These Amendments shall become effective July 1, 2008 and shall supersede any provisions to the contrary set forth in the Agreement and any prior amendments thereto.

D. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect as set forth therein.

**Attorneys:**

**Woodruff, Spradlin & Smart**

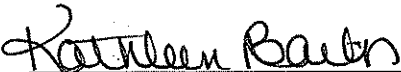
By:   
Thomas F. Nixon, Director

**City:**

**City of Garden Grove**

By:   
Mayor

Attest:

  
City Clerk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TN  
WOODR-1

DATE (MM/DD/YYYY)  
04/11/08

**PRODUCER**  
Narver Associates, Inc.  
641 W. Las Tunas Drive  
PO Box 1509  
San Gabriel CA 91776  
Phone: 626-943-2200 Fax: 626-299-1010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Woodruff, Spradlin & Smart  
555 Anton Blvd., Suite 1200  
Costa Mesa CA 92626

| INSURERS AFFORDING COVERAGE           | NAIC # |
|---------------------------------------|--------|
| INSURER A: CNA Insurance Companies    |        |
| INSURER B: Westport Insurance Company |        |
| INSURER C:                            |        |
| INSURER D:                            |        |
| INSURER E:                            |        |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |              |
|---------------|-------|--|---------------|----------------------------------|-----------------------------------|--|--------------|
| A             | X     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. | 3010004639    | 04/12/08                         | 04/12/09                          | EACH OCCURRENCE  | \$ 2,000,000 |
|               |       |  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 1,000,000 |
|               |       |  |               |                                  |                                   | MED EXP (Any one person)   | \$ 10,000    |
|               |       |  |               |                                  |                                   | PERSONAL & ADV INJURY  | \$ 2,000,000 |
|               |       |  |               |                                  |                                   | GENERAL AGGREGATE  | \$ 4,000,000 |
|               |       |  |               |                                  |                                   | PRODUCTS - COM/OP AGG  | \$ 4,000,000 |
|               |       |  |               |                                  |                                   | Emp Ben.   | 2,000,000    |
| A             |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | 3010004639    | 04/12/08                         | 04/12/09                          | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000 |
|               |       |  |               |                                  |                                   | BODILY INJURY (Per person)   | \$           |
|               |       |  |               |                                  |                                   | BODILY INJURY (Per accident)   | \$           |
|               |       |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$           |
|               |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$           |
|               |       |  |               |                                  |                                   | OTHER THAN EA ACC AGG  | \$           |
| A             |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000  | 3010013745    | 04/12/08                         | 04/12/09                          | EACH OCCURRENCE  | \$ 2,000,000 |
|               |       |  |               |                                  |                                   | AGGREGATE  | \$ 2,000,000 |
|               |       |  |               |                                  |                                   |  | \$           |
|               |       |  |               |                                  |                                   |  | \$           |
|               |       |  |               |                                  |                                   |  | \$           |
| A             |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br><br>OTHER  | 3010007735    | 04/01/08                         | 04/01/09                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |              |
|               |       |  |               |                                  |                                   | E.L. EACH ACCIDENT   | \$ 1,000,000 |
|               |       |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000 |
|               |       |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000 |
| B             |       | <b>Professional Liab. Claims Made Form</b>   | LLF010182-1   | 11/01/07                         | 11/01/08                          | Per Claim  | \$5,000,000  |
|               |       |  |               |                                  |                                   | Aggregate  | \$5,000,000  |

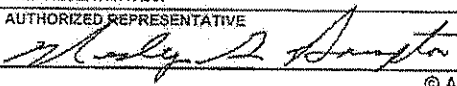
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**CSR PS  
WOODR-1DATE (MM/DD/YYYY)  
06/25/08

|  |   |  |
|--|---|--|
| PRODUCER<br><b>Narver Associates, Inc.</b><br>641 W. Las Tunas Drive<br>PO Box 1509<br>San Gabriel CA 91776<br>Phone: 626-943-2200 Fax: 626-299-1010 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |
|  | INSURERS AFFORDING COVERAGE   | NAIC #   |
| INSURED<br><br><b>Woodruff, Spradlin &amp; Smart</b><br>555 Anton Blvd., Suite 1200<br>Costa Mesa CA 92626   | INSURER A:  | CNA Insurance Companies                        |
|  | INSURER B:  | <b>(L)</b> Westport Insurance Corp <b>AHXV</b> |
|  | INSURER C:  |  |
|  | INSURER D:  |  |
|  | INSURER E:  |  |

**COVERAGES**

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| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |              |
|----------|-------------|---|---------------|------------------------------------|-------------------------------------|---|--------------|
| A        |             | GENERAL LIABILITY   | 3010004639    | 04/12/08                           | 04/12/09                            | EACH OCCURRENCE   | \$ 2,000,000 |
|          |             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |               |                                    |                                     | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 1,000,000 |
|          |             | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |               |                                    |                                     | MED EXP (Any one person)                                | \$ 10,000    |
|          |             | GEN'L AGGREGATE LIMIT APPLIES PER:  |               |                                    |                                     | PERSONAL & ADV INJURY                                   | \$ 2,000,000 |
|          |             | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                    |                                     | GENERAL AGGREGATE                                       | \$ 4,000,000 |
|          |             |   |               |                                    |                                     | PRODUCTS - COMPROP AGG                                  | \$ 4,000,000 |
|          |             |   |               |                                    |                                     | Emp Ben.  | 2,000,000    |
| A        |             | AUTOMOBILE LIABILITY  | 3010004639    | 04/12/08                           | 04/12/09                            | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|          |             | <input type="checkbox"/> ANY AUTO   |               |                                    |                                     | BODILY INJURY (Per person)                              | \$           |
|          |             | <input type="checkbox"/> ALL OWNED AUTOS  |               |                                    |                                     | BODILY INJURY (Per accident)                            | \$           |
|          |             | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                    |                                     | PROPERTY DAMAGE (Per accident)                          | \$           |
|          |             | <input checked="" type="checkbox"/> HIREN AUTOS   |               |                                    |                                     |   |              |
|          |             | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |               |                                    |                                     |   |              |
|          |             |   |               |                                    |                                     |   |              |
|          |             | GARAGE LIABILITY  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT                                 | \$           |
|          |             | <input type="checkbox"/> ANY AUTO   |               |                                    |                                     | OTHER THAN AUTO ONLY: EA ACC                            | \$           |
|          |             |   |               |                                    |                                     | AGG   | \$           |
| A        |             | EXCESS/UMBRELLA LIABILITY   | 3010013745    | 04/12/08                           | 04/12/09                            | EACH OCCURRENCE   | \$ 2,000,000 |
|          |             | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |               |                                    |                                     | AGGREGATE   | \$ 2,000,000 |
|          |             | <input type="checkbox"/> DEDUCTIBLE   |               |                                    |                                     |   | \$           |
|          |             | <input checked="" type="checkbox"/> RETENTION \$ 10,000   |               |                                    |                                     |   | \$           |
| A        |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | 3010007735    | 04/01/08                           | 04/01/09                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER        |
|          |             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   |               |                                    |                                     | E.L. EACH ACCIDENT                                      | \$ 1,000,000 |
|          |             | If yes, describe under SPECIAL PROVISIONS below   |               |                                    |                                     | E.L. DISEASE - EA EMPLOYEE                              | \$ 1,000,000 |
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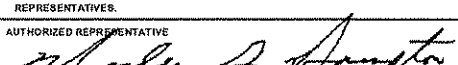
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 Days Notice of cancellation for non-payment of premium.

Reviewed and approved as to insurance language and/or requirements.

*Pam Valentine* 6/25/08  
Risk Management

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>GARDEGR</b><br><br>The City of Garden Grove<br>Attn: Pam Valentine<br>P.O. Box 3070<br>Garden Grove CA 92842-3070 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

AGREEMENT WITH WOODRUFF, SPRADLIN AND SMART, FOR CITY ATTORNEY SERVICES (F: 55)

THE CITY ATTORNEY LEFT THE MEETING AT 7:35 P.M.

Staff report dated June 10, 2008, was introduced.

Council Member Rosen indicated that the City Attorney has done an excellent job. His objection is to an automatic cost of living feature being included as a part of any municipal contract.

In response to Mayor Dalton's inquiry, staff indicated that this is the first hourly rate increase since 1992.

Council Member Rosen moved, seconded by Council Member Jones, that this matter be continued for two weeks to allow Woodruff, Spradlin and Smart an opportunity to make a counter offer.

Council Member Jones requested information on whether other City Attorney contracts in the area include a cost of living provision.

Council Member Broadwater commented that the City receives a magnificent deal from this firm, and would not want to jeopardize that relationship.

The foregoing motion carried by unanimous vote.

THE CITY ATTORNEY RETURNED TO THE MEETING AT 7:41 P.M.

(Note: This item was further discussed at the end of the meeting.)

AGREEMENT WITH WOODRUFF, SPRADLIN AND SMART, FOR CITY ATTORNEY SERVICES (F: 55)

The City Manager reported that Woodruff, Spradlin and Smart firm would be agreeable to amending the proposed agreement, removing the automatic cost of living increase.

It was moved by Council Member Broadwater seconded by Mayor Dalton, and carried by unanimous vote, that the Amendment to the Agreement by and between the City of Garden Grove and Woodruff, Spradlin and Smart, to provide City Attorney services, be approved as amended.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal  
Dept.: City Manager  
Subject: AMENDMENT TO CITY ATTORNEY CONTRACT

From: Maria Stipe  
Dept.: City Manager  
Date: June 10, 2008

OBJECTIVE

To recommend approval of an amendment to the contract with Woodruff, Spradlin and Smart to adjust the rate structure for City Attorney services.

BACKGROUND

Woodruff, Spradlin and Smart has provided City Attorney services to the City of Garden Grove since May 1992. These services include counsel on general city matters, counsel for the Planning Commission and other City hearing bodies, contract review, claims review, code enforcement prosecution, and litigation related to a wide variety of matters, including personnel issues. Woodruff, Spradlin and Smart rates have not been adjusted since 2001.

DISCUSSION

The City has received a request from Woodruff, Spradlin and Smart requesting an adjustment in their rates from \$160 to \$185 per hour for attorneys, and from \$85 to \$105 for paralegal services. In light of the quality of service being received by the City, and the amount of time, which has passed since their last increase, this adjustment seems appropriate and reasonable. Since 2001, annual increases to the consumer price index (CPI) add to 23%. Therefore, if those annual increases were applied, the compound hourly rate for attorneys would be \$201. During this time, expenditures for rent, firm employee salaries, supplies and communications have risen substantially. The proposed increase is well below the rise in the CPI. Woodruff, Spradlin, and Smart also proposes to include an annual CPI adjustment provision for future years, with an annual cap of 4%.

FINANCIAL IMPACT

If approved, funds will be included in the FY 2008-09 budget to cover the amount of the increase.



COMMUNITY VISION IMPLEMENTATION

Legal services include counsel on matters directly related to the Community Vision (e.g., code enforcement prosecution, economic development, contract review, etc.).

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached amendment to the agreement with Woodruff, Spradlin and Smart for City Attorney services; and
- Authorize the Mayor and City Clerk to execute the amendment on behalf of the City.



MARIA STIPE  
Assistant to the City Manager

**Recommended for Approval**



**Matthew Fertal**  
City Manager

Attachment: Amendment to Agreement

## AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services is made this 10<sup>th</sup> day of June, 2008, by and between the City of Garden Grove, hereinafter "City" and Woodruff, Spradlin and Smart, hereinafter "Attorneys."

Whereas, City and Attorneys entered into an agreement for City Attorney services in May 1992 (the "Agreement"), which was subsequently amended on June 7, 1994, September 24, 1996 and again on June 12, 2001.

NOW, THEREFORE, the City and Attorneys agree that the existing Agreement for City Attorney Services, as amended, shall be further amended as follows:

- A. Section 1.A. of the Agreement shall be amended to read as follows:

"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, Thomas F. Nixon 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 Woodruff, Spradlin & Smart, some of whom may, from time to time, be designated by the City Attorney as Assistant and Deputy City Attorneys."

- B. Exhibit A to the Agreement shall be modified to include the following adjustments:

1. The hourly fee for all City work, advisory and litigation shall be adjusted from \$160 per hour to \$185 per hour for attorneys and from \$85 per hour to \$105 per hour for paralegal personnel.
2. Messenger charges shall be billed for the direct costs incurred.
3. Effective July 1 of each year commencing July 1, 2009, the hourly rates for attorneys and paralegals shall be adjusted in an amount equal to the percentage change in the Consumer Price Index for the Los Angeles-Riverside-Orange County Metropolitan area, urban and clerical wage earners, for the period of June 1-May 30 of the prior year, with an annual cap of 4%. Each hourly labor rate shall be rounded to the nearest one dollar increment.

- C. These Amendments shall become effective July 1, 2008 and shall supersede any provisions to the contrary set forth in the Agreement and any prior amendments thereto.

D. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect as set forth therein.

**Attorneys:**

**Woodruff, Spradlin & Smart**

By: \_\_\_\_\_  
Thomas F. Nixon, Director

**City:**

**City of Garden Grove**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk