

AGREEMENT BIBLIOGRAPHY

Name of Firm:	Rourke & Woodruff
Service Provided:	Attorney Services
Date Approved by City Council:	05 19 1992
Start Date:	05 26 1992
End Date:	N/A
Amount of Contract:	See agreement
Insurance Expiration:	N/A
Comments:	
Date Archived:	

Original #

**RETAINER AGREEMENT FOR INTERIM
CITY ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into as of the 26th day of May, 1992, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter the "City", and ROURKE & WOODRUFF, a professional corporation, hereinafter the "Attorneys."

R E C I T A L S

1. The City Council as the governing body of the City desires to appoint, employ and retain Attorneys to act as Interim 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 Interim 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 Interim 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

*2cc 5 to City Atty
Controller*

Attorney of the City of Garden Grove. In this regard, John R. Shaw is designated by the firm as Interim 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, 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; and

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

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, Redevelopment Agency 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.

D. Existing City Attorney Staff. Attorneys shall utilize existing staff (full time assistant, secretary and contract lawyer) in performance of normal City Attorney day to day functions. Attorneys shall accordingly cooperate and constructively work with this personnel to achieve an orderly transition to contract legal services.

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. Exhibit "A" may be changed from time to time without otherwise amending this Agreement by a Resolution adopted by the City Council.

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. The term of this Agreement shall be one (1) year.

B. However, Attorneys shall serve under the terms of this Agreement at the pleasure of City, and City 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.

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

"Attorneys"

ROURKE & WOODRUFF

By: 
KENNARD R. SMART, JR.
Managing Partner

"City"

CITY OF GARDEN GROVE

By: 
Mayor

ATTEST:


City Clerk

F:\HOME\KATHIE\JRS\H159

EXHIBIT "A"

ROURKE & WOODRUFF 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.

CITY COUNCIL MINUTES

5/26/92

#55,739

CONSIDERATION OF CONTRACT WITH THE LAW FIRM OF ROURKE AND WOODRUFF FOR CITY ATTORNEY SERVICES (F: 55.739)

Staff report dated May 21, 1992, was introduced.

Councilman Kessler moved, seconded by Mayor Donovan, that the agreement by and between the CITY OF GARDEN GROVE and the law firm of ROURKE AND WOODRUFF, designating John Shaw as Interim City Attorney, be and hereby is approved, and the Mayor and City Clerk authorized to execute the agreement.

Councilman Williams inquired what the cost would be for the ensuing year. The City Manager indicated it would be vary, and the City will take this time to look at this method versus that of having a full-time attorney, commenting that Mr. Shaw will be providing a minimum of 25 hours a week service. In response to an allegation that the firm of Rutan and Tucker had submitted an hourly rate that was lower, the City Manager stated that a formal proposal was never received from that firm.

The foregoing motion carried by the following vote:

AYES: COUNCILMEMBERS: (4) DINSEN, KESSLER, LEYES, DONOVAN
NOES: COUNCILMEMBERS: (1) WILLIAMS
ABSENT: COUNCILMEMBERS: (0) NONE

Mayor Donovan introduced John Shaw, new Interim City Attorney, who expressed gratitude to the City Council for his selection.

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM

To: George L. Tindall
Dept: City Manager's Office
Subject: Agreement with Rourke and Woodruff

From: Michael D. Fenderson
Dept: City Manager's Office
Date: May 21, 1992

OBJECTIVE

To recommend approval of the contract between the City of Garden Grove and the law firm of Rourke and Woodruff for Interim City Attorney services.

BACKGROUND

The City Council at their meeting of Tuesday, May 19, 1992, directed staff to develop a contract for legal services with the law firm of Rourke and Woodruff for Interim City Attorney services. Staff has met with John Shaw who is being designated by the law firm as our Interim City Attorney and have developed an agreement for City Council consideration.


RECOMMENDATION

It is therefore recommended that the City Council enter into the attached agreement with the City of Garden Grove and the law firm of Rourke and Woodruff designating John Shaw as Interim City Attorney, and authorize the Mayor and City Clerk to execute the agreement.


MICHAEL D. FENDERSON
DEPUTY CITY MANAGER

Attachment

RECOMMENDED FOR APPROVAL:


George L. Tindall
City Manager

CITY COUNCIL MINUTES

5/19/92

DIRECTION TO NEGOTIATE CONTRACT FOR INTERIM CITY ATTORNEY SERVICES
(F: 55.739)

Councilman Leyes moved, seconded by Councilman Kessler, that staff be and hereby is directed to negotiate a contract with the law firm of Rourke and Woodruff for interim City Attorney services. Said motion carried by the following vote:

AYES: COUNCILMEMBERS: (4) DINSEN, KESSLER, LEYES, DONOVAN
NOES: COUNCILMEMBERS: (1) WILLIAMS
ABSENT: COUNCILMEMBERS: (0) NONE

CITY COUNCIL MINUTES

5/6/92

SELECTION OF INTERIM CITY ATTORNEY (F: 78.3)

It was the consensus of the members of the City Council that Rourke & Woodruff be selected for Interim City Attorney services; that staff be directed to notify all firms interviewed of this selection; and further, that staff be directed to list on the May 19, 1992 City Council agenda, authorization to negotiate a contract with the above-mentioned firm.