

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:	01/13/09

AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services is made this 10th 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.

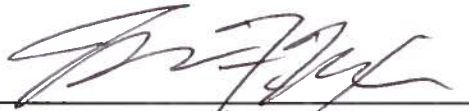
2. Messenger charges shall be billed for the direct costs incurred.

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

CSR PS
WOODR-1

DATE (MM/DD/YYYY)
06/25/08

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

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

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 #

INSURER A: CNA Insurance Companies
INSURER B: (L) Westport Insurance Corp AHXV
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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <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 - COMP/OP AGG \$ 4,000,000 Emp Ben. 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	3010013745	04/12/08	04/12/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	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		OTHER Professional Liab. Claims Made Form	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
 *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

GARDEGR

The City of Garden Grove
Attn: Pam Valentine
P.O. Box 3070
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

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

Moody R Hampton

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

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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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <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/POP AGG	\$ 4,000,000
						Emp Ben.	2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	3010013745	04/12/08	04/12/09	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	3010007735	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Professional Liab. Claims Made Form	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

Woodruff, Spradlin & Smart

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 Feral
City Manager

Attachment: Amendment to Agreement

AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services is made this 10th 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

AGREEMENT BIBLIOGRAPHY

Name of Firm:	Woodruff, Spradlin and Smart
Service Provided:	Attorney Services
Date Approved by City Council:	06 12 2001
Start Date:	07 01 2001
End Date:	N/A
Amount of Contract:	See agreement
Insurance Expiration:	N/A
Comments:	Amendment to 09/24/96
Date Archived:	01/13/09

AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney services is made this 12th day of June, 2001, by and between the City of Garden Grove, hereinafter "City" and Woodruff, Spradlin, & Smart, hereinafter "Attorneys."

Whereas, City and Attorneys entered into an agreement for City Attorney services in May 1992, which was subsequently amended on June 7 1994 and again on September 24, 1996; and


Now, therefore, Be It Resolved between City and Attorneys that the existing September 24, 1996 agreement for services be amended as follows:

1. The hourly fee for all City work, advisory, and any litigation shall be adjusted from \$145 per hour to \$160 per hour for attorneys, and from \$75 to \$85 per hour for paralegal personnel.
2. Said changes shall be effective July 1, 2001. This amendatory agreement shall supercede any provision to the contrary set forth in the September 24, 1996 agreement for legal services.

In Witness Whereof, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement.

Attorneys:

Woodruff, Spradlin & Smart

By: 
John R. Shaw, Director

City:

City of Garden Grove

By: 
Mayor

Attest:


City Clerk

AMENDMENT TO AGREEMENT FOR CITY ATTORNEY
SERVICES

This Amendment to Agreement for City Attorney services is made this 24th day of September 1996 by and between the City of Garden Grove, hereinafter "City" and Woodruff, Spradlin, & Smart, hereinafter "Attorneys".

Whereas, City and Attorneys entered into an agreement for City Attorney services in May 1992, which was subsequently amended on June 7, 1994, and

Whereas, Attorneys have changed their formal name to Woodruff, Spardlin, & Smart,

Now Therefore Be It Resolved between City and Attorneys the existing June 7, 1994 agreement for services be amended as follows:

1. Attorneys shall perform legal services relating to labor matters at the rate of \$145.00;
2. The hourly fee for all other City work, advisory and any litigation, shall be adjusted from \$130 per hour to \$145.00.
3. Said changes shall be effective September 1, 1996. This amendatory agreement shall supercede any provision to the contrary set forth in the June 7, 1994 agreement for legal services.

*2cc's John Shaw
cc Linda Z*

In Witness Whereof, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement.

Attorneys:

Woodruff, Spradlin, Smart

By: John R. Shaw
John R. Shaw, Director

City:

City of Garden Grove

By: [Signature]
Mayor

Attest:

[Signature]
City Clerk

AMENDMENT TO AGREEMENT WITH WOODRUFF, SPRADLIN AND SMART TO
ADJUST THE RATE STRUCTURE FOR CITY ATTORNEY SERVICES (F: 55)
(XR: 44.1)

Staff report dated June 12, 2001, was introduced.

It was moved by Councilman Dalton, seconded by Councilman Rosen, 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 adjust the rate structure for City Attorney services, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the agreement.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: City Council
From: George L. Tindall
Dept: City Manager
Subject: AMENDMENT TO CITY ATTORNEY CONTRACT
Date: June 12, 2001

OBJECTIVE

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

BACKGROUND

WSS, under the direction of John Shaw, 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, claims review, code enforcement prosecution, and litigation related to a wide variety of matters, including personnel issues. In the nine years that WSS has provided these services to the City, rates have been adjusted only one time, in September of 1996.

DISCUSSION

We have received the attached letter from Woodruff, Spradlin and Smart requesting an adjustment in their rates from \$145 to \$160 per hour for attorneys, and from \$75 to \$85 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.

FINANCIAL IMPACT

Based upon the number of hours WSS attorneys and paralegal staff worked for the City during FY 1999-00, the requested increase will cost about \$55,000 more per year. Most of this cost will be applied to the General Fund, although services related to Water, the Sanitary District, Risk Management or other special funds would be charged directly to those funds. If approved, funds will be included in the FY 2001-02 budget to cover the amount of this increase.

AMENDMENT TO AGREEMENT FOR
CITY ATTORNEY SERVICES

June 12, 2001

Page 2

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Amendment to the Agreement with WSS for City Attorney Services;
and
- Authorize the Mayor and City Clerk to execute the agreement as appropriate.



GEORGE L. TINDALL
City Manager

Attachment: Letter from Woodruff, Spradlin & Smart
Amendment to Agreement

RECOMMENDED FOR APPROVAL:



George L. Tindall
City Manager

LAW OFFICES OF
WOODRUFF, SPRADLIN & SMART

A PROFESSIONAL CORPORATION

701 SOUTH PARKER STREET, SUITE 8000 ■ ORANGE, CA 92868-4760 ■ (714) 558-7000 ■ FAX (714) 835-7787

DIRECT DIAL: (714) 564-2608
DIRECT FAX: (714) 565-2508
E-MAIL: KRS@WSS-LAW.COM

May 15, 2001

Mr. George L. Tindall
City Manager
City of Garden Grove
City Hall, Third Floor
11222 Acacia Parkway
Garden Grove, CA 92840

Dear Mr. Tindall: *George*

As you know, this firm has a policy of annually reviewing our incurred cost for providing legal services to our clients, so as to establish a fair and equitable compensation rate. In addition to evaluating our costs, we are always keeping in mind the need for our public agency clients, in particular, to control expenditures.

It has now been nearly five years (September, 1996) since we have had an adjustment in the rate structure and, at this time, we propose to move the present rates by the amount of \$15.00 to \$160.00 per hour for attorneys and by \$10.00 per hour to \$85.00 per hour for paralegals, effective July 1, 2001. This is a 10.3% increase and is less than the cost-of-living increase, as measured by the Consumer Price Index, which has been 12% since the last adjustment. While our actual expenditures for rent, salary, supplies and communications have exceeded that, we believe we will be able to control our own operational expenses so as to avoid the need for a higher rate than requested.

Thank you very much for your continued assistance and support.

Sincerely,

WOODRUFF, SPRADLIN & SMART
A Professional Corporation



KENNARD R. SMART, JR.
President

AGREEMENT BIBLIOGRAPHY

Name of Firm:	Woodruff, Spradlin and Smart
Service Provided:	Attorney Services
Date Approved by City Council:	09 24 1996
Start Date:	09 01 1996
End Date:	N/A
Amount of Contract:	See agreement
Insurance Expiration:	N/A
Comments:	Amendment to 06/07/94
Date Archived:	0113109

9-24-96

AMENDMENT TO AGREEMENT WITH WOODRUFF, SPRADLIN & SMART FOR CITY ATTORNEY SERVICES (F: 55.739)

Staff report dated September 16, 1996 was introduced, reviewing the proposed contract changes for City Attorney services.

Councilman Chung inquired why the services of two law firms are being consolidated into one. The City Manager advised that the City has always hired special counsel for special issues. He noted that the legal counsel the City has used for many years for labor relations raised their rates substantially. The City found that the firm which employs the current City Attorney has specialists in the area of labor relations. This service can be added to this contract at a savings of about \$50 per hour. He also indicated that this agreement is a renewal for City Attorney services, with a provision for an increased hourly rate.

Pat Weber, 10110 Montecito Plaza, appeared before the Council and inquired whether this law firm also handles the City's tort claims. The City Attorney advised that there are other law firms that handle some of the tort work.

Ms. Weber asked for copies of monthly statements of what the City has paid this law firm from January 1, 1996 through September 1, 1996. Mayor Broadwater indicated that this is public record; however, he asked that Ms. Weber present her request in writing.

It was moved by Councilman Chung, seconded by Councilman Ingegneri, and carried by unanimous vote, that the Amendment to the Agreement by and between CITY OF GARDEN GROVE and WOODRUFF, SPRADLIN & SMART for City Attorney services, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the agreement.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: City Council

From: George L. Tindall

Dept: Council

Dept: City Manager

Subject: City Attorney Contract Changes

Date: September 16, 1996

Objective: To present to the City Council proposed contract changes with respect to City Attorney's contract.

Background:

The law firm of Woodruff, Spradlin, and Smart, under the direction of John Shaw, is in its fifth year of outstanding service to the City of Garden Grove.

In the last several months, the law firm of the Los Angeles firm of Mitchell, Silverberg et al., which has provided legal services to the City for labor issues (that is, personnel matters), gave notice that its existing hourly fee of \$145.00 would be raised immediately to \$195.00 per hour for new matters, and then to \$205.00 per hour effective June 1997.

This proposed hourly fee increase is unacceptable particularly when viewed against the fact that our basic City Attorney services are provided at the rate of \$130.00 per hour.

It is my recommendation that Woodruff, Spradlin, and Smart now handle future labor litigation and related matters at the rate of \$145.00 which will result in considerable cost savings to the City. This firm has labor law firm specialists such that there will be no significant drop in the quality of service provided to the City. Estimated costs savings are predicted to range from 30 to 50% with respect to litigation involving personnel matters.

Woodruff, Spradlin, and Smart has also requested a hourly fee adjustment from \$130 per hour to \$145 per hour for the general advisory and other litigation matters. (See attached letter)

The firm has never requested or received any fee increase since the inception of the City Attorney contract in 1992. The increase of \$15 per hour averages out to 2.3% over a five (5) year period.

The accomplishments of this firm have been many. It has won, or successfully settled, virtually every lawsuit it is handled. The Welty nude juice bar case is but one noteworthy example.

Most importantly, the City's elimination of a full time City Attorney office operation has annually saved the City \$50,000 to \$100,000 by using the services of Woodruff, Spradlin, and Smart. The City of Garden Grove received special mention of this fact in a 1993 article appearing in the Western City magazine.

Recommendation:

Move to adopt contract amendment with Woodruff, Spradlin, & Smart.

Respectfully Submitted,



George L. Tindall
City Manager

LAW OFFICES OF
WOODRUFF, SPRADLIN & SMART
A PROFESSIONAL CORPORATION

701 SOUTH PARKER STREET, SUITE 7000 ■ ORANGE, CA 92868-4720 ■ (714) 558-7000 ■ FAX (714) 835-7787

DIRECT DIAL (714) 564-2603
DIRECT FAX (714) 565-2503

September 17, 1996

Mayor Bruce Broadwater
and Members of the City Council
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92642

Dear Mayor Broadwater and City Council Members:

Our law firm is pleased to have served the City of Garden Grove as its City Attorney since May 1, 1992. Garden Grove is a vigorous and dynamic city and we are proud to be a part of the Garden Grove team.

Our services have been instrumental in achieving and implementing many of the City Council's goals and decisions. This has been accomplished during an era of strong fiscal constraints for local government.

For the four and one-half years of our service, we have not requested an adjustment in our original fees. We have absorbed substantial increases in the cost of providing our legal services as our part in helping the City of Garden Grove maintain the level and quality of its services. Unfortunately, our increased costs, including personnel, equipment, supplies, rent, and other costs necessitate this request for an adjustment of our fees from \$130 per hour to \$145 per hour. This adjustment equals an approximate annual increase of 2.3%. It is less than our increased costs, but we believe it is reasonable and appropriate.

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:	01/13/09

**RETAINER AGREEMENT FOR
CITY ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into as of the 7th 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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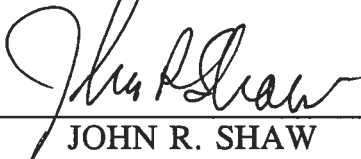
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement.

"Attorneys"

ROURKE, WOODRUFF & SPRADLIN

By: 

JOHN R. SHAW
Partner

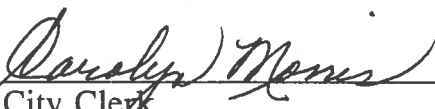
"City"

CITY OF GARDEN GROVE

By: 

Mayor

ATTEST:



City Clerk

JRS:cj ♦ :JRS\H851

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

Management Agreements Help Expand Garden Grove Sports Programs

The City of Garden Grove (pop. 143,000) has been able to expand its sports programs and facilities and generate revenue for the city through the use of facilities management agreements and facilities development/management agreements. The city currently has agreements involving street hockey, roller hockey, and an outdoor arena soccer facility. The city is also considering placing a city-owned meeting center under a management contract. Contact: Cal Rietzel, Community Services Manager, (714) 741-5200.

Garden Grove Contracts For Legal Help

The City of Garden Grove (pop. 143,000) has contracted for legal services since June, 1992, when the previous City Attorney retired. Contracting out saved the city about \$87,000 the first year. The savings have mainly accrued by allowing staff flexibility in accordance with workload. Instead of paying three full-time attorneys, the city now pays for the work of one to three attorneys, depending on need and workload. Contact: Michael Fenderson, Deputy City Manager, (714) 741-5100.

L.A. Contract With DASH

In 1985, the Los Angeles Department of Transportation (LADOT) elected to competitively contract for the operation of DASH, the downtown circulator service operated with 14 mid-sized vehicles. Before then, the service was sole-sourced to the regional transit provider. The competitive contracting process resulted in quality bids from private transit companies at significantly reduced cost, and ridership almost immediately increased by 10 percent. The success of that contract, spurred

LADOT to increase its fleet of vehicles and start new services, including Commuter Express. Contractors now operate 60 paratransit vehicles and 200 mid-size and full-size transit vehicles on 28 separate routes, making the system the largest contracted transit service in Los Angeles County. The process also has enabled local minority-owned businesses to successfully obtain LADOT contracts. Contact: James M. Okazaki, Chief of Transit Programs, (213) 237-0477.

San Pablo Has A New Vision For Recreation

The City of San Pablo has begun to reevaluate its programs, policies, and financial resources, regarding the provision of recreation services. The New Vision emphasizes coordination, recognizing the vast diversity of recreational services available and provider types (voluntary, non-profits, etc.) and the need to conceptualize and rationalize an effective recreation delivery system for the city's residents. This calls for contracting out for various recreational services, while the ultimate responsibility, accountability, and control remains with the city. This new undertaking is expected to provide enhanced recreational services. Contact: Kathy Duncan, Recreation Division Manager, (510) 215-3090.

Contract Park Mowing Saves Green

Since July of 1980, the City of La Mirada has managed to control its park maintenance costs by contracting for mowing and some maintenance through a private landscape company. The contractor regularly mows 103 acres of park land and athletic facilities. In addition, contract crews check irrigation systems, collect trash and litter, remove weeds, and report vandalism or damage to the city. Contract landscape mowing and maintenance provides greater flexibility, and cost control. Annually negotiating service costs has helped the city to secure agreements without cost increases for the past two years. Contact: David Treydte, (310) 943-0131, ext. 253.

A Stop-Gap Savings On Street-Tree Maintenance

The City of San Rafael has replaced its three-person street-tree maintenance crew with a contractor hired to perform emergency work only on the city's approximately 50,000 street trees for a fixed amount of \$100,000. Thus far, the city has been able to deal with emergencies relatively easily, but acknowledges that the time will come when the lack of maintenance may create other problems, such as street sweepers hitting branches, branches crossing sidewalks, etc. Contact: David M. Bernardi, Director of Public Works, (415) 485-3355.

Community Services

The City of Rialto has contracted out all maintenance work on its landscape maintenance districts. This has worked so well that maintenance on new parks is also now contracted out. Contact: Gerald F. Johnson, City Administrator, (909) 820-2525.