

**AMENDMENT TO EXHIBIT "A" TO AGREEMENT  
FOR CITY ATTORNEY SERVICES**

This Amendment to Exhibit "A" of an Agreement for City Attorney Services, originally dated November 20, 1995, between the City of Tustin ("City"), a municipal corporation, and Woodruff, Spradlin & Smart, a Professional Corporation ("WS&S").

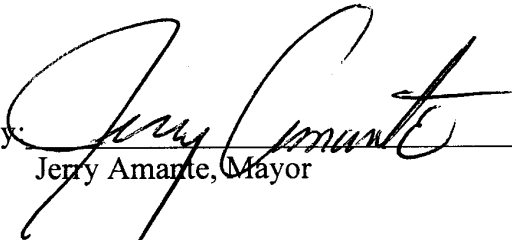
**RECITALS**

A. The City Council of City approved a rate adjustment for city attorney services on May 6, 2008 with the intent that such rates will go into effect on July 1, 2008 and will be adjusted every July 1 thereafter for cost of living, not to exceed 5% in any year.

**NOW, THEREFORE**, the City and WS&S agree that Exhibit "A" shall be amended to read as provided in Attachment "A" to this Amendment and that except as expressly provided in this amendment, the provisions of the Agreement for City Attorney Services shall remain in full force and effect.

CITY OF TUSTIN

Dated: 7/15/08

By:   
Jerry Amante, Mayor

WOODRUFF, SPRADLIN & SMART

Dated: July 15, 2008

By:   
Ken Smart, Managing Director

## EXHIBIT A

Professional hourly billing rates are:

<u>STAFFING LEVEL</u>	<u>HOURLY RATE</u>
Associates and Directors	\$195.00
Paralegals	\$110.00

The amounts provided above shall be adjusted annually, commencing on July 1 2009, in an amount equal to the CPI (Consumer Price Index, All Urban Consumers (All Items), for the Los Angeles-Anaheim-Riverside Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) for the previous year.

Billing Increment: One-tenth of an hour

Costs and Expenses

Cost Item	Charge Allowed
In-office photocopying	\$0.25 per page (only after 25 pages)
Paralegals	Maximum amount approved by IRS (out of County travel only)

RESOLUTION NO. 05-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TUSTIN, CALIFORNIA, APPROVING AMENDED EXHIBIT  
"A" TO THE RETAINER AGREEMENT FOR CITY  
ATTORNEY SERVICES

WHEREAS, by Resolution No. 95-95, adopted on November 20, 1995, the City Council authorized the execution of a retainer agreement with Rourke & Woodruff (hereinafter Woodruff, Spradlin & Smart) for city attorney services; and

WHEREAS, that agreement provides that Exhibit "A," which contains Woodruff, Spradlin & Smart's hourly rates, may be changed from time to time without otherwise amending the agreement, by a resolution adopted by the City Council; and

WHEREAS, the City Council desires to approve an amended Exhibit "A" effective July 1, 2005.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, finds, determines and orders as follows:

That amended Exhibit "A," attached hereto, to the Retainer Agreement for City Attorney Services, is hereby approved and effective as of July 1, 2005.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tustin held on the 5th day of July 2005.



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LOU BONE  
Mayor

ATTEST:

*for*   
PAMELA STOKER  
City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF TUSTIN )

I, Pamela Stoker, City Clerk and ex-officio Clerk of the City Council of the City of Tustin, California, do hereby certify that the whole number of the members of the City Council of the City of Tustin is five; that the above and foregoing Resolution No. 05-82 was duly passed and adopted at a regular meeting of the Tustin City Council, held on the 5<sup>th</sup> day of July, 2005, by the following vote:

COUNCILMEMBER AYES:	<u>BONE, DAVERT, AMANTE, HAGEN, KAWASHIMA</u>	<u>(5)</u>
COUNCILMEMBER NOES:	<u>NONE</u>	<u>(0)</u>
COUNCILMEMBER ABSTAINED:	<u>NONE</u>	<u>(0)</u>
COUNCILMEMBER ABSENT:	<u>NONE</u>	<u>(0)</u>

*for* Mani R. Aziz  
PAMELA STOKER  
City Clerk

EXHIBIT "A"

CITY OF TUSTIN RATE SCHEDULE (7/05)

Hourly Rates for Legal Personnel (Transactional and Litigation)

Paralegals	\$100.00*
Associates/Partners	\$174.00

Billing Increment

We bill in increments of one-tenth of an hour (six minutes).

Costs and Expenses

In-office photocopying	\$0.25 per page (only after 25 pages)
Mileage	Maximum amount approved by IRS (out of County travel only)

\*Excludes secretarial functions performed by paralegals.

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RESOLUTION NO. 03-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, APPROVING AMENDED EXHIBIT "A" TO THE RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES

WHEREAS, by Resolution No. 95-95, adopted on November 20, 1995, the City Council authorized the execution of a retainer agreement with Rourke & Woodruff (hereinafter Woodruff, Spradlin & Smart) for city attorney services; and

WHEREAS, that agreement provides that Exhibit "A," which contains Woodruff, Spradlin & Smart's hourly rates, may be changed from time to time without otherwise amending the agreement, by a resolution adopted by the City Council; and

WHEREAS, the City Council desires to approve an amended Exhibit "A" effective July 1, 2003.


NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, finds, determines and orders as follows:

That amended Exhibit "A," attached hereto, to the Retainer Agreement for City Attorney Services, is hereby approved and effective as of July 1, 2003.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tustin on the 19<sup>th</sup> day of May, 2003.

  
TRACY WILLS WORLEY, MAYOR

ATTEST:

  
PAMELA STOKER  
CITY CLERK

1 STATE OF CALIFORNIA )  
2 COUNTY OF ORANGE )  
3 CITY OF TUSTIN )

4 RESOLUTION NO. 03-74

5 Pamela Stoker, City Clerk and ex-officio Clerk of the City Council of the City of Tustin,  
6 California, does hereby certify that the whole number of the members of the City Council of  
7 the City of Tustin is five; that the above and foregoing Resolution was passed and adopted at  
8 a regular meeting of the City Council held on the 19<sup>th</sup> day of May, 2003 by the following vote:

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10 COUNCILMEMBER AYES: WORLEY, KAWASHIMA, BONE, DAVERT, THOMAS  
11 COUNCILMEMBER NOES: NONE  
12 COUNCILMEMBER ABSTAINED: NONE  
13 COUNCILMEMBER ABSENT: NONE

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PAMELA STOKER  
City Clerk

**EXHIBIT "A"**

**CITY OF TUSTIN RATE SCHEDULE (7/03)**

Hourly Rates for Legal Personnel (Transactional and Litigation)

Paralegals	\$90.00*
Associates	\$161.00
Partners	\$161.00

Billing Increment

We bill in increments of one-tenth of an hour (six minutes).

Costs and Expenses

In-office photocopying	\$0.25 per page ( <u>only</u> after 25 pages)
Mileage	Maximum amount approved by IRS (out of County travel only)

\*Excludes secretarial functions performed by paralegals.

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RESOLUTION NO. 99-63

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, APPROVING AMENDED EXHIBIT "A" TO THE RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES**

**WHEREAS**, by Resolution No. 95-95, adopted on November 20, 1995, the City Council authorized the execution of a retainer agreement with Rourke & Woodruff (hereinafter Woodruff, Spradlin & Smart) for city attorney services; and

**WHEREAS**, that agreement provides that Exhibit "A," which contains Woodruff, Spradlin & Smart's hourly rates, may be changed from time to time without otherwise amending the agreement, by a resolution adopted by the City Council; and

**WHEREAS**, the City Council desires to approve an amended Exhibit "A" effective September 1, 1999.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA,** finds, determines and orders as follows:

That amended Exhibit "A," attached hereto, to the Retainer Agreement for City Attorney Services, is hereby approved and effective as of September 1, 1999.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Tustin on the 2 day of Aug, 1999.

  
TRACY WORLEY, MAYOR

ATTEST:

  
PAMELA STOKER  
CITY CLERK

**RESOLUTION CERTIFICATION**

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF TUSTIN )

RESOLUTION NO. 99-63

Pamela Stoker, City Clerk and ex-officio Clerk of the City Council of the City of Tustin, California, does hereby certify that the whole number of the members of the City Council is five; that the above and foregoing resolution was passed and adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of August, 1999, by the following vote:

COUNCILMEMBER AYES:	Worley, Thomas, Doyle, Potts, Saltarelli
COUNCILMEMBER NOES:	None
COUNCILMEMBER ABSTAINED:	None
COUNCILMEMBER ABSENT:	None

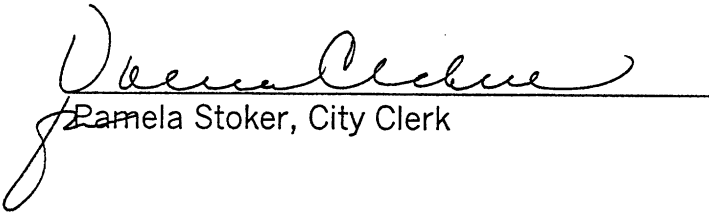
  
Pamela Stoker, City Clerk

EXHIBIT "A"

CITY OF TUSTIN RATE SCHEDULE (9/99)

Hourly Rates for Legal Personnel (Transactional and Litigation)

Paralegals	\$80.00*
Associates	\$135.00
Partners	\$145.00

Billing Increment

We bill in increments of one-tenth of an hour (six minutes).

Costs and Expenses

In-office photocopying	\$0.25 per page ( <u>only</u> after 25 pages)
Mileage	\$0.31 per mile (out of County travel)

\*Excludes secretarial functions performed by paralegals.

## RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES

THIS AGREEMENT is made and entered into as of the 20 day of Nov., 1995, by and between the CITY OF TUSTIN, a municipal corporation, hereinafter "the City", and ROURKE, WOODRUFF & SPRADLIN, a professional corporation, hereinafter "the Attorneys."

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

### AGREEMENT

1. Retention of Attorneys.

The City hereby retains and employs Attorneys to provide legal services required to be performed by the City Attorney of the City of Tustin and the Agency Counsel to the Tustin Community Redevelopment Agency ("Agency"). In this regard, **Lois E. Jeffrey** is designated as City Attorney for the City of Tustin, and Agency Counsel to the Agency. She will perform the services of City Attorney and Agency Counsel assisted by other attorneys in the firm of Attorneys, some of whom may, from time to time, be designated by the City Council as Assistant and Deputy City Attorneys.

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. The legal services to be performed for the City shall include those generally understood to be within the field of municipal law, including redevelopment law. Attorneys shall provide those legal services reasonably required to advise and 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 staff regarding the status of matters for which Attorneys are representing the City or where advice has been sought.

A. It is understood that the legal 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;

(ii) Attendance at all meetings of the City Council, the Agency, the Planning Commission, 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 or Agency, including new legislation and court decisions;

(iv) Representing the City in litigation involving the City or Agency, including both prosecution and defense; and

(v) Providing all other legal services required as City Attorney or Agency Counsel.

B. The legal services to be performed by Attorneys pursuant to this Agreement shall not include serving as bond counsel for municipal financing matters.

C. Through the City Manager, the City shall cooperate with Attorneys and keep Attorneys informed of developments that pertain to Attorneys' representation of the City and providing services pursuant to this Agreement.

3. Fees, Costs and Expenses.

A. Effective the first day of the month following execution of this Agreement, as compensation for services rendered pursuant to this Agreement, City agrees to pay Attorneys at the hourly rates set forth on Exhibit "A", 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 at a regular meeting. The work described on Exhibit "A" as "Transactional" includes all work described in Section 2A (i-iii) and (v) of this Agreement, except litigation. Litigation includes: the representation of the City or Agency in administrative or evidentiary hearings involving personnel matters or before another agency or tribunal; advice on claims requiring legal research and/or review of extensive documentation, court appearances on citations, motions to quash, and Pitchess motions, and representation of the City or Agency in state and federal courts.

B. City agrees to pay the following out-of-pocket costs and expenses associated with Attorneys' work pursuant to this Agreement: messenger deliveries; copying in excess of 25 pages; long-distance telephone calls; process servers' fees; filing fees fixed by law or assessed by the courts and other agencies; computer assisted research of Federal cases, Federal statutes and regulations; deposition and

other court reporting fees; jury fees, witness fees; costs to obtain copies of documents in litigation, and other litigation-related costs and expenses as may be required to adequately represent City or Agency, such as transportation, mileage, meals and lodging associated with out-of-town depositions or appearances.

C. To aid in the preparation or presentation of litigation, it may become necessary to hire expert witnesses, consultants or investigators. Attorneys will select any expert witnesses, consultants or investigators to be hired, but shall receive City Council or City Manager approval of the fees and charges prior to any such engagement.

4. Statements/Task-Billing.

Attorneys shall prepare and present detailed monthly statements for services rendered to the City for the month preceding the statement, indicating each discrete task performed by Attorneys. City shall pay the statements upon presentation or within a reasonable time thereafter.

5. Discharge and Withdrawal.

A. Attorneys shall serve under the terms of this Agreement at the pleasure of the City Council, and the City Council hereby reserves the right to terminate this Agreement upon providing sixty (60) days' written notice to the Attorneys.

B. Attorneys reserve the right to terminate this Agreement at any time Attorneys deem it necessary or advisable to do so upon providing sixty (60) days' written notice to City.

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

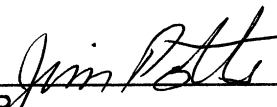
6. Entire Agreement

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.

"City"

CITY OF TUSTIN

By:   
MAYOR

ATTEST:

  
City Clerk

"Attorneys"

ROURKE, WOODRUFF & SPRADLIN


By:   
KENNARD R. SMART,  
Managing Partner

EXHIBIT "A"

CITY OF TUSTIN RATE SCHEDULE (11/95)

Hourly Rates for Legal Personnel

	<u>Transactional</u>	<u>Litigation</u>
Partners	\$120.00*	\$140.00
Associates	\$120.00*	\$130.00
Paralegals	\$ 75.00**	\$ 75.00

Billing Increment

We bill in increments of one-tenth of an hour (six minutes).

Costs and Expenses

In-office photocopying	\$ 0.25 per page ( <u>only</u> after 25 pages)
Mileage	\$ 0.25 per mile (out of County travel)

\*This is a special, blended and discounted rate for both partners and associates.

\*\*Excludes secretarial functions performed by paralegals.