



Chandler + Arizona  
Where Values Make The Difference

MEMO TO: Mayor and City Council

FROM: Kay Bigelow, Acting City Attorney

KB

SUBJECT: Approval of the First Amendment to Contract for Legal Services with Kaplan Kirsch & Rockwell, LLP

DATE: August 30, 2013

**RECOMMENDATION:** Staff recommends that the Chandler City Council approve the First Amendment to the City's contract for legal services with the law firm of Kaplan Kirsch & Rockwell for its continued provision of legal services related to the Part 16 Complaint filed by John Walkup until the Federal Aviation Administration (FAA) issues a Director Determination on the Complaint.

**BACKGROUND/DISCUSSION:** The City of Chandler received a copy of Mr. Walkup's Part 16 Complaint on July 2, 2013. Staff researched law firms that had the specialized experience for assisting the City in presenting a strong defense to this Complaint. Relevant staff and the Acting City Attorney interviewed two leading law firms by telephone and then engaged Kaplan Kirsch & Rockwell for a scope of representation of less than \$30,000 to advise City staff on what documentation and evidence needed to be gathered and transmitted to them so they could prepare the City's defense to the Complaint. Given the scope of the issues involved in the FAA process and Mr. Walkup's allegations involving City's actions/inactions over a number of years, it is likely that fees for legal services will exceed \$30,000 to successfully present Chandler's rebuttal to the allegations. At this point, the staff estimates that the legal fees will run close to \$100,000 to obtain the FAA Director Determination in the City's favor. Legal fees will be billed on an hourly rate of \$475.00 for the lead attorney, Dan Reimer, and less for the associate attorneys who will assist him.

**FINANCIAL IMPLICATIONS:** Payment for services rendered came from funds budgeted or allotted for the associated issues/projects and will continue to be paid through such issues/projects.

**PROPOSED MOTION:** Move to approve the First Amendment to the contract for Legal Services from the law firm of Kaplan Kirsch & Rockwell, LLP to continue providing legal services related to the Part 16 Complaint filed against the City of Chandler and for fees in an amount not to exceed \$100,000.

Attachment: Engagement Letter for Legal Services



KAPLAN KIRSCH ROCKWELL

September 4, 2013

*VIA E-MAIL*

Kay Bigelow, Acting City Attorney  
Chandler City Attorney's Office  
P O Box 4008  
Chandler, AZ 85244-4008

Re: First Amendment to Engagement for Legal Services

Dear Ms. Bigelow:

The purpose of this letter is to modify the terms by which the Firm has committed to provide legal services to the City of Chandler, as documented in our engagement letter dated July 25, 2013.

By this letter, the Firm commits that it will not charge the City for fees or costs in excess of \$100,000, without further authorization. This amount reflects an increase from our July 25 engagement letter, which contained a not-to-exceed limit of \$30,000. All of the other terms of the July 25 engagement letter remain in place.

We appreciate the confidence and trust the City has placed in the Firm and look forward to continuing to work with you and City staff.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me.

Sincerely,

By: Daniel S. Reimer

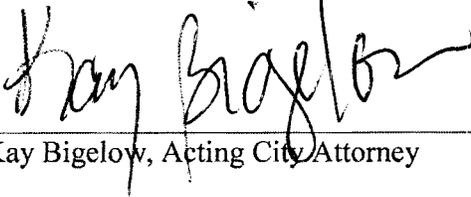
Attorneys at Law  
Denver • Washington, DC

Kaplan Kirsch & Rockwell LLP  
1675 Broadway, Suite 2300  
Denver, CO 80202

tel: (303) 825-7000  
fax: (303) 825-7005  
www.kaplankirsch.com

September 4, 2013  
Kay Bigelow, Acting City Attorney  
Page 2

ACCEPTED AND AGREED ON BEHALF OF  
City of Chandler - Chandler Municipal Airport

By:   
\_\_\_\_\_  
Kay Bigelow, Acting City Attorney