


REPORT TO CITY COUNCIL

DATE: APRIL 25, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

SUBJECT: FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES, WITH RICHARDS, WATSON & GERSHON, FOR CITY ATTORNEY SERVICES

Richards, Watson & Gershon ("the Firm") have provided City Attorney services to the City since incorporation. Four partners in the firm have served as Agoura Hills City Attorney during that time, including current City Attorney Candice K. Lee who was appointed by the City Council in July of 2012.

In June of 2014, a restated agreement, combining all of the existing provisions of the legal services agreement and amendments into one document, was approved.

The Firm provides legal services at hourly rates depending on the type of service provided and has requested an increase in rates as follows:

Category	Current Fee	Proposed Fee
General Services	\$190 per hour	\$200 per hour
Special Services	\$250 per hour	\$260 per hour
Bond Counsel Services	\$325 per hour	\$335 per hour
Litigation Services	\$335 per hour	No change

In addition, the Firm is proposing an annual adjustment to commence July 1, 2019, and each July 1st thereafter, based on the change in the annual CPI or 3%, whichever is less.

Please note that for Exhibit A, other than the increase in rates (as listed in the table above), the fee schedule remains unchanged and as it existed in 2014.

Funds were appropriately budgeted this fiscal year for this action.

RECOMMENDATION

Staff respectfully recommends the City Council approve and authorize the Mayor to execute the First Amendment to Agreement between the City of Agoura Hills and Richards, Watson & Gershon in the form attached to this Report to City Council.

Attachments: First Amendment to Agreement between the City of Agoura Hills and Richards, Watson & Gershon, A Professional Corporation

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	Richards, Watson & Gershon
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Craig A. Steele
CONSULTANT'S ADDRESS:	355 S. Grand Avenue, 40 th Floor Los Angeles, CA 90071-3101
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Greg Ramirez
COMMENCEMENT DATE:	May 1, 2018
TERMINATION DATE:	Continue until Terminated
CONSIDERATION:	Total Contract Price Not to Exceed: \$ /yr

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND RICHARDS, WATSON & GERSHON**

THIS FIRST AMENDMENT is made and entered into as of April 25, 2018, by and between the City of Agoura Hills, a Municipal Corporation (hereinafter referred to as "City"), and Richards, Watson & Gershon, a California Professional Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:
 - a. On June 25, 2014, the City and Consultant entered into that certain Agreement entitled "Restated Legal Services Agreement between the City of Agoura Hills, a Professional Corporation."
 - b. The parties now desire to amend the agreement to revise the fee schedule in Exhibit "A."
2. Exhibit "A" to the Agreement is hereby amended and replaced in its entirety as set forth in Attachment "A" to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.
3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This First Amendment shall be effective as of May 1, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

CONSULTANT

William D. Koehler,
Mayor

RICHARDS, WATSON & GERSHON, a
Professional Corporation
355 S. Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101

ATTEST:

By: _____
Craig A. Steele
President

Kimberly M. Rodrigues, MMC
City Clerk

ATTACHMENT A

“EXHIBIT A

RICHARDS, WATSON & GERSHON COMPENSATION RATE SCHEDULE CITY OF AGOURA HILLS EFFECTIVE May 1, 2018

General Services. “General Services” shall include all services except those defined below as “Special Services,” “Litigation Services,” “Bond Counsel Services,” “Third-Party Reimbursed Services,” and any other service provided under a separate legal services agreement. Richards, Watson & Gershon (“RWG”) shall provide all General Services to the City at the blended hourly rate of \$200 per hour, billed in 1/10th hour increments. Travel time incurred on General Services would be compensated at the General Services rate.

Special Services. “Special Services” shall be defined to include all advisory (*i.e.*, non-litigation) service in the substantive areas of labor and employment law, real estate law, water and water rights law, public finance (other than Bond Counsel Services), and environmental law, including but not limited to, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Hazardous Waste, Clean Air Act, Clean Water Act and Porter-Cologne Act (NPDES) issues. Special Services shall be billed and compensated at a composite hourly rate of \$260 an hour for all attorneys, billed in 1/10th hour increments. Travel time incurred on Special Services would be compensated at the Special Services rate.

Litigation Services. “Litigation Services” shall include the representation of the City in writs of mandate, injunctions, breach of contract, inverse condemnation, eminent domain, election proceedings, all court proceedings, arbitrations and adversarial administrative proceedings before entities other than the City. Litigation Services will be billed and compensated at RWG’s then-current standard hourly rates for the attorney providing such service discounted by 10%. In no event shall RWG’s discounted rate exceed Three Hundred Thirty-Five Dollars (\$335) per hour. All such time shall be billed in 1/10th hour increments. Travel time incurred on Litigation Services would be compensated at the Litigation Services rate.

Bond Counsel Services. “Bond Counsel Services” shall include representing any City-related entity in the capacity of either Bond Counsel, Issuer Counsel and/or Disclosure Counsel. Bond Counsel Services shall be billed and compensated at a composite hourly rate of \$335 an hour for all attorneys, provided that the total fee for any single issue or series of bonds shall not exceed a total fee which is customary for those services on an issue or series of bonds of similar size and complexity, as approved by the City Manager. All such time shall be billed in 1/10th hour increments. Travel time incurred on Bond Counsel Services would be compensated at the Bond Counsel Services rate.

In the event the proceedings for issuance of the bonds are terminated before closing, RWG would expect to be paid for its services to the date of abandonment at the hourly rate set forth above, but the amount of that payment would be subject to reduction at the sole discretion of the City Manager.

In the event the City or Successor Agency forms or is a member of a joint powers authority which has the power to issue bonds or other securities, RWG shall provide bond counsel, disclosure counsel and/or issuer counsel services to the joint powers authority in connection with the issuance of bonds or other securities, if and when requested by the joint powers authority. The compensation for services in connection with service to the joint powers authority shall be at the Bond Counsel Services Rate unless there is a separate contract or agreement with the joint powers authority that provides a fee schedule or rate.

Third-Party Reimbursed Services. "Third-Party Reimbursed Services" shall include all legal services that the City elects to have reimbursed by third-parties. Third-Party Reimbursed Services shall be billed and compensated at RWG's then-current standard hourly rates for the attorney providing such service.

Reimbursable and/or Other Costs. Mileage shall be billed at the standard rate established by the IRS for deducting the operating expenses of an automobile used for business purposes. Copying costs will be charged at \$0.15 cents per page. Facsimile charges will be \$1 per page with a maximum charge of \$25 for any one facsimile. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged only at RWG's actual out-of-pocket expenses.

Adjustments. Commencing July 1, 2019, and on each July 1st thereafter, the rates for General Services, Special Services, Litigation Services, and Bond Counsel Services rate will automatically increase by the lesser of: (i) a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim statistical area for the twelve-month period ending on the immediately prior April; and (ii) three percent (3%)."