

CITY OF YUBA CITY
STAFF REPORT

Date: October 4, 2022
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Update to Agreement for City Attorney Services
Recommendation: Adopt a Resolution Approving First Amendment to Contract for City Attorney Services, City of Yuba City
Fiscal Impact: Rate increases for legal services

Purpose:

To amend the agreement with Aleshire & Wynder, LLP for City Attorney and other legal services.

Background:

On November 15, 2018, the City entered into an Agreement with the law firm of Aleshire & Wynder, LLP ("Firm") to provide City Attorney and other legal services to the City. Since then the rates have not been adjusted from those originally approved in 2018. However, in more recent years there have been higher than expected inflation and other factors which were not originally anticipated. The City Attorney has requested rate adjustments to address these issues, which are proposed to be phased in next year.

Analysis:

Like other cities and businesses, the City has experienced higher than expected inflation and other factors. This has resulted in a general increase in costs from service providers and suppliers across the board, including for legal services other than those provided by the City Attorney's Office.

Here, the proposed First Amendment would adjust rates for legal services as detailed in the Amendment. Certain categories of services are proposed to increase, while some others are proposed to decrease. Except as amended, all other terms and conditions would remain the same. Shannon Chaffin would continue to serve as the City Attorney, with the Firm to render legal services as directed by the City consistent with the Agreement.

Fiscal Impact: Rate increases for legal services

Alternatives:

1. Direct further negotiations
2. Do not approve the First Amendment

Recommendation:

Adopt a Resolution Approving First Amendment to Contract for City Attorney Services, City of Yuba City.

Attachments:

1. Resolution - City Attorney Agreement Amendment

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT FOR CITY ATTORNEY SERVICES, CITY OF YUBA CITY

WHEREAS, on November 15, 2018, the parties entered into a “Contract Services Agreement for City Attorney Services, City of Yuba City” hereinafter referred to as the (“Agreement”) with the law firm of Aleshire & Wynder, LLP (hereinafter the “Firm”), (“Agreement”); and

WHEREAS, rates have not been adjusted from those approved in 2018, and the parties desire to update the rates to address inflation, living costs, and etc., which rate adjustments shall not take effect until 2023; and

WHEREAS, the City Council desires to continue to retain Shannon L. Chaffin as the City Attorney with the Firm to render legal services as directed by the City consistent with the Agreement, and that all other terms and conditions of the Agreement to remain the same.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council approves the First Amendment to the Contract Services Agreement For City Attorney Services and authorizes the City Manager to execute the same on behalf of the City.

SECTION 3. This Resolution is effective immediately.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 4th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment: First Amendment To Contract For City Attorney Services, City Of Yuba City

**FIRST AMENDMENT TO CONTRACT FOR CITY ATTORNEY SERVICES,
CITY OF YUBA CITY**

This FIRST AMENDMENT TO CONTRACT FOR CITY ATTORNEY SERVICES, CITY OF YUBA CITY (the “First Amendment”) is effective as of January 1, 2023, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“A&W” or the “Firm”), and the CITY OF YUBA CITY (“City”). The term “City” shall also include all boards, commissions, financing authorities, and other bodies of the City.

Recitals

1. On November 15, 2018, the parties entered into a “Contract Services Agreement for City Attorney Services, City of Yuba City” hereinafter referred to as the (“Agreement”) with the Firm.
2. The Parties now desire to further amend the Agreement by adoption of this First Amendment.
3. Rates have not been adjusted from those approved in 2018, and the Parties desire to update the rates to address inflation, living costs, and etc., which rate adjustments shall not take effect until 2023.

Agreement

Now, therefore, the Parties agree as follows:

1. Exhibit “A,” entitled “Compensation” is hereby replaced in its entirety with the revised Exhibit “A,” attached hereto. The first of the phased rate adjustments will take effect on January 1, 2023.
3. Except as expressly provided in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the January 1, 2023.

Dated: _____

“CITY”
CITY OF YUBA CITY,
A municipal corporation

By _____
Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

Dated: _____

“ALESHIRE & WYNDER, LLP”

By _____
Shannon L. Chaffin

[END OF SIGNATURES]

Exhibit A: Compensation.

EXHIBIT A

Compensation

Compensation Table:

		January 1, 2023	July 1, 2023
City General Rate	Associate	\$220	\$230
	Partner	\$230	\$250
City Special Services / Litigation	Associate	\$229	\$235
	Partner	\$268	\$275
City Risk Management, Code Enforcement, and Employment	Associate	\$230	\$245
	Partner	\$240	\$250
Reimbursable for Developers	Associate	\$290	\$290
	Partner	\$315	\$325
Reimbursable for Citizens	Associate	\$285	\$290
	Partner	\$295	\$300
Bond Financing (Non-contingent)	Attorney	\$385	\$400
	Paralegal	\$185	\$200
	Doc Clerk	\$100	\$100
Paralegal		\$140	\$150
Law Clerk		\$140	\$150
Document Clerk		\$85	\$100

1. General Legal Services Defined

General Legal Services are defined as:

- (i) Providing routine legal advice, consultation, and opinions to City Council and staff;
- (ii) Assisting in the preparation and review of ordinances, agreements, contracts and related documents, forms, notices, certificates, deeds, and other documents required by the City.
- (iii) Attending all City Council, Planning Commission and other meetings of Board and Commissions of the City as deemed necessary.
- (iv) Attend weekly staff meeting as needed.

- (v) Consulting with Councilmembers, City Manager and City staff as needed.
- (vi) Rendering legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions.
- (vii) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the city Council and management staff on legal matters pertaining to City operations.
- (viii) Monitoring pending and current state and federal legislation and case law as appropriate.
- (ix) Coordinating the work of outside counsel as needed and as directed by the City Council and City Manager.
- (x) Preparing code enforcement notices, abatement and inspection warrants, abatement liens and special assessments upon property tax. Advising on code enforcement matters.
- (xi) Legal analysis of Public Records Act requests and preparation of responses on behalf of the City.
- (xii) Preparation and legal analysis of routine City contracts.

A&W shall not charge for travel time or mileage to and from City Hall, but A&W shall charge for travel to attend administrative and judicial proceedings. A&W shall not charge for brief, routine telephone calls with the City Manager and City employees.

2. Special Services Defined

Special Legal Services are defined as:

- (i) Code enforcement.
- (ii) Civil proceedings to appoint a receiver pursuant to the Health and Safety Code.
- (iii) Administrative hearings and appeals involving labor and employment, administrative citations, code enforcement, permit and conditional use permit denials.
- (iv) Preparing and conducting investigations, representing City staff during investigations.
- (v) Preparation and attendance at *Pitchess* motions.
- (vi) Preparation for and attendance at third party depositions of City staff.
- (vii) Labor negotiations and preparation of personnel rules and procedures.
- (viii) Labor Commissioner hearings.
- (ix) Legal analysis of use of force incidents.
- (x) On-call response to use of force incidents.
- (xi) Preparation for and attendance at *Skelly* hearings.
- (xii) Preparing and advising on employment items including employment notices such as interview notices, notice of intended disciplinary action and notice of disciplinary action.

In addition, the following constitute special legal services: Successor Agency matters, rent control, housing, enterprise funds, franchise negotiations, major contract negotiations, municipal finance matters (other than bonds and similar financial services), environmental and toxics,

water, energy, franchises, utilities and telecommunications, solid waste, mobile home matters, and similar matters requiring special expertise.

3. Litigation Legal Services

Litigation legal service rates apply to the following:

- (i) Civil litigation commenced by or filed against the City in state or federal court.
- (ii) Write of mandate, eminent domain, unlawful detainer, and small claims actions.
- (iii) Mediations, arbitrations, PERB and OAH hearings.
- (iv) Injunctions, restraining orders, judgment liens, and protective orders.
- (v) State or federal court appellate proceedings.

The litigation services rates provided within this proposal do not include any fees or costs charged by an expert witness or specially retained counsel.

4. Fees Reimbursable by a Third Party

For legal services performed on matters where the City is reimbursed by a third party, such as development agreements, A&W shall charge a rate as set forth in the Compensation Table.

5. Public Financing Defined

For public finance services include the issuance or potential issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts, etc. Rates shall be as set forth in the Compensation Table. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel, if applicable, in an amount not to exceed \$5,000.00 and not to exceed other expenses fee (excluding special tax counsel) of \$2,500.00 per bond transaction.

6. Reimbursable Expenses

In addition to the hourly rates, A&W shall be reimbursed for out-of-pocket expenses such as photocopies (\$0.20 per page) and other reproduction costs, facsimile charges, messengers and couriers, court reporters, mileage costs to court and administrative proceedings, travel expenses outside of the City, and other costs and expenses incurred on behalf of the City. Notwithstanding the foregoing, A&W shall not charge for word processing, routine computer-assisted legal research, local calls or mileage to City Council meetings, City Hall or City offices. When on site, A&W shall have the ability to use City copiers and telephones without charge.

A&W shall charge for travel outside of the City in connection with administrative or judicial proceedings, or when traveling outside of Sutter County. Travel costs include mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals. Travel time may also be charged in connection with such proceedings. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City.

Registration fees for attorneys attending conferences and seminars shall be paid by A&W and are never charged to the City unless attendance is expressly requested by the City.

7. Adjustments

The rates provided here will become effective starting January 1, 2023. On July 1st of each year, the rates will adjust by the consumer price index (CPI) increase over the previous twelve (12) months, including CPI for the rates of July 1, 2023, in the Compensation Table. Any increase will be rounded to the nearest dollar. The CPI shall be set by the Consumer Price Index West Region for All Urban Consumers as published by the United States Government Bureau of Labor Statistics. A&W reserves the right to unilaterally reduce or defer any CPI increase at any time.