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**RESOLUTION NO. 2024-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION TO SERVE AS CITY ATTORNEY**

**WHEREAS**, the City issued a Request for Proposals (RFP) in March of 2024; and

**WHEREAS**, the City received five responses to the RFP, of which three were invited to interview with the City Council; and

**WHEREAS**, as a result of those interviews the City Council selected the law firm of Richards, Watson & Gershon, A Professional Corporation, to serve as City Attorney and provide legal services to the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the agreement with the law firm of Richards, Watson & Gershon, A Professional Corporation, to serve as City Attorney and provide legal services to the City, and authorizes the City Manager, to execute the Agreement on the City’s behalf.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

<b>AYES:</b>	Councilmembers:	<u>Dawson, Osum, Pal, Washington, Mayor Hernandez</u>
<b>NOES:</b>	Councilmembers:	<u>None</u>
<b>ABSENT:</b>	Councilmembers:	<u>None</u>
<b>ABSTAIN:</b>	Councilmembers:	<u>None</u>

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

  
\_\_\_\_\_  
Anita Skinner  
City Clerk

## LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of August 26, 2024, by and between the City of Suisun City (“City”), A California municipal corporation, and the law firm of Richards, Watson & Gershon, A Professional Corporation (“RWG”), collectively referred to as “the parties.” In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

- A. City is a municipal corporation and seeks a contract legal services provider to serve as its City Attorney;
- B. RWG is a professional corporation and possesses the necessary skills and qualifications to provide City Attorney services as described in this Agreement;
- C. City and RWG desire to enter into this Agreement to memorialize the terms by which RWG will serve as City Attorney and provide legal services to the City.

2. **Scope of Work.** RWG shall perform all legal services for the City as directed by the City Council, except as provided in Section 7 with respect to matters in which RWG has a conflict under the Rules of Professional Conduct or California law. RWG shall at all times, without limitation, faithfully and competently perform all tasks described herein in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Legal services shall include, without limitation, the following:

- A. In-person attendance by the City Attorney, Assistant City Attorney, or their assigned representative at City Council meetings unless excused by the City Manager;
- B. In-person attendance by the City Attorney, Assistant City Attorney, or their assigned representative at Planning Commission meetings at the designation of the City Manager;
- C. Office hours or other communications with City staff and legal services provided to the City;
- D. Attendance at Executive Team meetings, City staff meetings, and any other meetings of Commissions and Committees on an as needed basis as directed by the City Manager;
- E. Legal research and legal advice, opinions, assistance, and consultation related to municipal law issues to the City Council and Planning Commission, and their various committees and sub-committees, the City Manager, and City staff;

- F. Preparation and review of legal opinions, staff reports, ordinances, resolutions, agreements, forms, notices, certificates, deeds, leases/licenses, and other documents for the City Council or Planning Commission as requested;
- G. Oversight of legal matters handled by outside counsel;
- H. Legal services for entities created by the City Council;
- I. Advice to the City Council, Commissioners, and City staff related to the Brown Act, AB 1234, conflicts of interest, the Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute, including periodic training as specified above;
- J. Written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance;
- K. Real Estate matters;
- L. Labor and Employment;
- M. Environmental Law Services including, but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues;
- N. Complex land use matters;
- O. Housing legal services;
- P. Successor agency advisory matters;
- Q. Water and water rights law advisory matters;
- R. Telecommunications matters;
- S. Taxes, fees, and, charges matters (e.g. Proposition 218 and Mitigation Fee Act);
- T. Advisory services related to public bidding and construction disputes;
- U. Litigation;
- V. Bond counsel services; and
- W. Such other similar legal services as may be directed by the City Council or City Manager from time to time.

The extent of RWG's onsite presence will be set and structured in consultation with the City Manager.

3. **Term.** This Agreement shall commence on August 26, 2024, and shall continue in effect until terminated by the City or RWG. City or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' written notice to the other party prior to termination of this Agreement. In the event of termination, RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm and/or City Attorney, and shall be compensated for such assistance at the rates provided for in this Agreement.

4. **Designation of City Attorney.** Patrick L. Enright (SBN 113020) shall be designated as City Attorney for the City to serve at the will and pleasure of the City Council. Mr. Enright will be the RWG attorney with primary responsibility for providing legal services for the City, and will be the principal contact for the City, the City Council, and City staff. David G. Lim (SBN 202789) will be the Assistant City Attorney unless modified by Mr. Enright in writing to the City Council and City Manager. Other RWG attorneys, including any Deputy City Attorney, will be assigned by Mr. Enright, to work on legal matters for the City as needed under his supervision.

5. **Performance Review.** The City Attorney shall participate in a performance review periodically as directed by the City Council.

6. **Compensation, Expenses and Billing.**

A. **Compensation Rates.** RWG shall be compensated for the performance of legal services in accordance with the schedule ("Compensation Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established. Except as provided in paragraph B of this Section, the Compensation Rate Schedule attached as Exhibit A shall remain in effect until amended by mutual agreement of the parties.

B. **Adjustment in Rates by Change in CPI.** Commencing July 1, 2026, and annually thereafter, all rates set forth on Exhibit A shall automatically increase by the percentage increase, if any, in the Consumer Price Index; All Urban Consumers, San Francisco-Oakland-Hayward. The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds five percent (5%), and any other adjustments in the rates, shall require prior written approval of the City Council. Should the San Francisco-Oakland-Hayward CPI cease to be published in its entirety, or on a periodic basis ending on April 30, RWG and the City shall negotiate in good faith for a mutually acceptable alternative.

C. **Reimbursable Expenses and Other Costs.** RWG shall be compensated for expenses and costs as set forth in the attached "Compensation Rate Schedule."

D. **Billing.** Each month, RWG shall provide to the City a monthly invoice for services provided. Such invoice shall detail the date and time spent providing those services, a narrative summarizing the service(s) rendered, the attorney who provided the service(s), the

attorney's rate, and costs incurred. City shall process and cause such invoices to be paid promptly and no later than within thirty (30) days of receipt of invoice.

E. **Billing Record Retention.** RWG shall maintain complete and accurate records related to billings, costs, expenses and other information pertaining to RWG's services provided under this Agreement for three (3) years after such services are provided. Upon request by the City and at reasonable times, RWG shall provide free access to such records to the City.

7. **Conflicts of Interest.** RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Manager, City Council or as otherwise required by law. RWG shall notify the City Manager or City Council, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, City shall retain alternate legal counsel and, to the extent permitted by law and professional responsibility requirements, RWG shall assist and cooperate with such legal counsel retained by the City on the matter for which the conflict arose.

8. **Client Files.**

A. At the conclusion of RWG's legal representation of the City, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. City shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of all client files at the conclusion of RWG's legal representation of the City, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

9. **Insurance.**

A. **Coverage Levels.** RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

- 1) Commercial General Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000);
- 2) Workers' compensation coverage in compliance with California law;

- 3) Professional liability coverage with a minimum limit of liability of Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by RWG; and
- 4) Automobile Liability coverage for owned, non-owned, and hired automobiles with a limit of no less than One Million Dollars (\$1,000,000).

B. The Commercial General Liability and Automobile Liability insurance policies shall name the City and its elected and appointed officials, officers, and employees as additional insureds.

C. All such policies of insurance specified above shall:

- 1) Except as to professional liability insurance, provide minimum thirty (30) days' notice of cancellation by insurer, except in the event of non-payment of premium, in which case ten (10) days' notice is to be provided;
- 2) Be maintained in full force and effect throughout the term of this Agreement; and
- 3) Be placed with insurance carriers with an A.M. Best rating of no less than A-:VII or otherwise acceptable to City.

D. Upon request of the City, RWG shall furnish certificates of insurance as evidence of the policies specified above.

10. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

11. **General Provisions.**

A. **Non-Discrimination.** In the performance of this Agreement, RWG shall not unlawfully discriminate against any employee or applicant for employment because of age, race, ethnicity, religion, color, national origin or ancestry, marital status, sex, sexual orientation, gender identity, disability or medical condition, or other legally prohibited basis.

B. **Assignment/Delegation.** This Agreement contemplates the personal professional services of RWG to City and neither this Agreement, nor any portion thereof, shall be assigned or delegated by either party without the prior written consent of both parties.

C. **Interpretation.** The following rules of legal construction shall apply:

- 1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the substantive laws of the State of California. Jurisdiction and venue for any

disputes regarding this Agreement shall be the Solano County Superior Court or the U.S. District Court, Northern District of California.

- 2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 3) Whenever in this Agreement the context may so require, the reference to any one gender shall refer to and include all genders, and the singular shall refer to and include the plural.

D. Attorney's Fees. The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of or connected with the negotiation, drafting and execution of this Agreement.

E. Notices, etc. Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of Suisun City  
701 Civic Center Boulevard  
Suisun City, CA 94585  
Attention: City Manager

TO RWG:

Richards, Watson & Gershon  
2300 N Street, Suite 3  
Sacramento, CA 95816  
Attention: Patrick Enright and David Lim

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, invoices and other documents delivered under this Agreement shall be deemed delivered upon receipt by personal service or as of the fifth (5th) day after deposit in the United States mail.

F. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

G. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

H. Modification of Agreement. This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

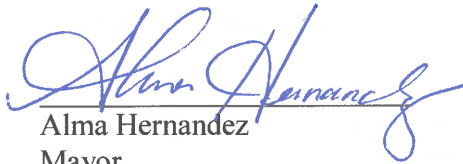
I. Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to sign below.

DATE: 8/22/2024

RICHARDS, WATSON & GERSHON,  
A Professional Corporation

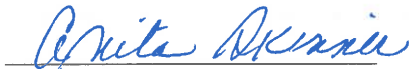


Alma Hernandez  
Mayor



David G. Lim  
Shareholder

Attest:



Anita Skinner  
City Clerk



## EXHIBIT A

### RICHARDS, WATSON & GERSHON COMPENSATION RATE SCHEDULE FOR CITY OF SUISUN CITY (EFFECTIVE AUGUST 26, 2024)

Legal services provided by Richards, Watson & Gershon, A Professional Corporation (“RWG”) to the City of Suisun City (“City”) and related reimbursable expenses shall be billed to, and compensated by, the City as follows:

#### A. General Services.

All legal services that are not defined below as Special Services, Litigation Services, Third-Party Services, Paralegal Services, or Bond Counsel Services shall be defined as General Services. General Services include, without limitation, the following services unless performed in regard to services defined as other than General Services:

1. In-person attendance by the City Attorney or Assistant City Attorney at City Council meetings unless excused by the City Manager;
2. In-person attendance by the City Attorney or Assistant City Attorney at Planning Commission meetings at the designation of the City Manager;
3. Office hours or other communications with City staff and legal services provided to the City;
4. Attendance at Executive Team meetings, City staff meetings, and any other meetings of Commissions and Committees on an as needed basis as directed by the City Manager;
5. Legal research and legal advice, opinions, assistance, and consultation related to municipal law issues to the City Council and Planning Commission, and their various committees and sub-committees, the City Manager, and City staff;
6. Preparation and review of legal opinions, staff reports, ordinances, resolutions, agreements, forms, notices, certificates, deeds, leases/licenses, and other documents for the City Council or Planning Commission as requested;
7. Oversight of legal matters handled by outside counsel;
8. Legal services for entities created by the City Council;
9. Advice to the City Council, Commissioners, and City staff related to the Brown Act, AB 1234, conflicts of interest, the Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute, including periodic training as specified above;

10. Written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance; and
11. Such other similar legal services as may be directed by the City Council or City Manager from time to time.

The extent of RWG's onsite presence will be set and structured in consultation with the City Manager.

General Services will be billed to, and compensated by, the City (i) at a monthly fee of \$13,000 for the first fifty (50) General Services hours, and thereafter (ii) on a composite hourly basis of \$275 per hour for all attorneys for hours in excess of fifty (50) hours. If City requires fewer than fifty (50) hours of General Services in a calendar month, the unused balance of such hours shall be credited first to any Special Services, and next to any Litigation Services rendered that month.

RWG will provide one AB 1234 training and up to fifteen (15) hours each fiscal year for additional training at no charge. Additional training will be billed as General Services. Travel time for General Services will be billed at the General Services Rate.

**B. Special Services.**

Special Services are defined to include the following advisory (non-litigation) services:

1. Real Estate matters;
2. Labor and Employment;
3. Environmental Law Service including, but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues;
4. Advisory services in connection with complex land use matters, which are defined to mean negotiation, drafting, and related CEQA and/or NEPA work on (a) development agreements and related entitlements, (b) entitlements for land use projects of twenty (20) or more residential units or commercial or mixed use projects in excess of two (2) acres;
5. Housing legal services on tasks or projects requiring ten (10) or more hours;
6. Successor agency advisory matters;
7. Water and water rights law advisory matters;
8. Telecommunications matters;
9. Taxes, fees, and, charges matters (e.g. Proposition 218 and Mitigation Fee Act); and
10. Advisory services related to public bidding and construction disputes;

Special Services will be billed to, and compensated by, the City at a composite hourly rate of \$290 per hour for all attorneys. Travel time incurred for Special Services would be compensated at the Special Services rate.

**C. Litigation Services.**

Litigation Services are defined as the representation of the City in all aspects of the initiation, advancement, or defense of claims in litigation, arbitration, or mediation. Additionally, Litigation Services include representation of the City in administrative proceedings before other public agencies. Litigation Services shall be billed to, and compensated by, the City at composite hourly rates of \$325 per hour for all attorneys, except as to services for Pitchess Motions and Code Enforcement, which shall be billed to, and compensated by, the City at a discounted composite hourly rate of \$260 per hour for all attorneys. Travel time incurred for Litigation Services would be compensated at the relevant Litigation Services rates.

**D. Third-Party Services.**

Third-Party Services are defined as legal services that the City elects to have reimbursed by third-parties and shall be billed to, and compensated by, the City at a ten percent (10%) discount from the RWG's then-standard hourly rates. Travel time incurred for Third-Party Services would be compensated at the Third-Party Services rates.

**E. Paralegal Services.**

Paralegal Services are defined as any work performed by paralegals in all substantive areas and all service classes described herein. Paralegal Services shall be billed to, and compensated by, the City at a composite hourly rate of \$195 per hour for all paralegals. Travel time incurred for Paralegal Services would be compensated at the Paralegal Services rate.

**F. Bond Counsel Services.**

Bond Counsel Services will be defined as bond counsel, disclosure counsel, and/or issuer counsel services in connection with the issuance of bonds or other obligations by the City, or any entity created, formed or controlled by the City. Bond Counsel Services will be billed to, and compensated by, the City as follows:

1. RWG shall charge a composite hourly rate for all attorneys of \$395 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the City Manager deems fair and reasonable.
2. RWG's costs and expenses shall be paid in accordance with its legal services agreement.
3. 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, not to exceed an amount that the City Manager deems fair and reasonable.

4. If providing Bond Counsel Services involves the formation of a joint powers authority or another entity controlled by the City, RWG shall provide such Bond Counsel Services (including formation of the entity) on the same compensation terms as specified in its legal services agreement.
5. Supplemental bond counsel fees for unanticipated circumstances:
  - a. As to lease revenue bonds, in some instances it may be necessary to call upon the real estate expertise at RWG to resolve unanticipated issues that arise over questions of title, encumbrances, or other matters relating to the leased assets. In those instances, we will bill our additional time devoted to such unanticipated issues at a composite rate of \$290 per hour. We will notify the City at the earliest point possible if we believe that the work rises to the level of additional time subject to this paragraph. The total fee for this additional work will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.
  - b. As to the refunding of existing tax-exempt bonds, in some instances our review of the timing or purposes of expenditures of proceeds of the refunded bonds, or the use of property financed or refinanced with proceeds of the refunded bonds, could require unanticipated supplemental analysis. In those instances, we will bill our additional time at a composite rate of \$290 per hour. We will notify the City at the earliest point possible if we believe that the work rises to the level of supplemental analysis subject to this paragraph. The total fee for this supplemental analysis will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.

**G. Travel, Reimbursable Costs and Other Expenses.**

Travel time and mileage to the City by all attorneys and paralegals will be billed at a maximum of the equivalent of travel from RWG's Sacramento Office.

City shall reimburse RWG for expenses incurred in the provision of legal services. Mileage will be charged based on the federal government's standard mileage rate. Other costs include copying documents (\$.10/page), court fees, litigation costs, travel costs to/from outside Sacramento County, messenger and delivery services, and other similar costs. Such costs frequently are billed to the RWG from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time they appear on your bill.