

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 11/2/00
Department Name: County Counsel
Department No.: 0710
Agenda Date: 11/15/00
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Shane Stark, Chief County Counsel
Phil Demery, Director, Public Works

STAFF CONTACT: Alan Seltzer, Chief Assistant County Counsel
x2979

SUBJECT: Agreement for Legal Services for Tajiguas Landfill Permit Review
Third Supervisorial District

Recommendation(s):

That the Board of Supervisors:

- A. Approve the attached Fee/Retainer Agreement between the County of Santa Barbara and the law firm of Remy, Tomas, Moose and Manley, LLP (Attachment A), for legal services associated with the Tajiguas Landfill closure plan permit review; and
- B. Approve the attached Reciprocal Waiver of a potential conflict of interest (Attachment B); and
- C. Authorize County Counsel Stephen Shane Stark, or his or her designee, to execute the Retainer Agreement and Reciprocal Waiver on behalf of the County.

Alignment with Board Strategic Plan:

Law & Business Necessity-The recommendation is primarily aligned with actions required by business necessity.

Executive Summary and Discussion: The law firm of Remy, Thomas, Moose and Manley is the author of the *Guide to the California Environmental Quality Act (CEQA)*, a publication cited as an authoritative source by the California courts. Mr. Whitman F. Manley was instrumental as counsel to the County of Santa Barbara in approving and permitting the Tajiguas Landfill Expansion during 2000-2003 and will assist the County with the review of revisions to the closure plan for the Tajiguas Landfill.

Mandates and Service Levels:

Execution of this Retainer Agreement and the Reciprocal Waiver will not change mandates or service levels.

Fiscal and Facilities Impacts:

Execution of this Retainer Agreement and Reciprocal Waiver will not cause facility or fiscal impacts.

Special Instructions:

Please forward the ORIGINAL unexecuted copy of the Retainer Agreement and Reciprocal Waiver to Chief Assistant County Counsel Alan Seltzer for execution by the Office of County Counsel and the law firm of Remy, Tomas, Moose and Manley, LLP. The original executed copies will be returned to the Clerk of the Board upon receipt.

Attachments:

Attachment A: Fee/Retainer Agreement

Attachment B: Reciprocal Waiver

**REMY, THOMAS, MOOSE and MANLEY, LLP
FEE/RETAINER AGREEMENT
ADMINISTRATIVE**

CLIENT: Santa Barbara County CASE NO. 039
CASE NAME: Tajiguas COUNTY: Santa Barbara

THIS FEE/RETAINER AGREEMENT IS MADE THIS ____ DAY OF NOVEMBER, 2005, by and between the undersigned Client and REMY, THOMAS, MOOSE and MANLEY, LLP, Attorneys at Law.

1. THE CLIENT HEREBY RETAINS THE ATTORNEYS to assist with closure plan revision for Tajiguas landfill.
2. THE CLIENT HEREBY EMPOWERS THE ATTORNEYS to perform the said services for and on behalf of the Client, and in his name and do all things that the Attorneys may deem necessary, appropriate or advisable.
3. THE CLIENT HEREBY AUTHORIZES THE ATTORNEYS to have another attorney, either associated with him/her, or otherwise appear on behalf of the Client with the consent of the Client.
4. THE CLIENT HEREBY AGREES to pay a fee of \$250.00 per hour for partners Tina A. Thomas, James G. Moose, Whitman F. Manley and Andrea K. Leisy; \$250.00 per hour for Brian J. Plant of counsel; \$225.00 per hour for associate attorneys Jennifer S. Holman, Tiffany K. Wright, Sabrina V. Teller, Ashle T. Crocker, Michele A. Tong, Angela M. Whatley, Meghan M. Habersack, Amy R Higuera and Howard F. Wilkins III; \$90.00 per hour for land use analyst Aracely Jauregui; and \$90.00 per hour for paralegal Teresa Quinn. Time for research done by a law clerk will be billed at the rate of \$75.00 per hour. The Client will receive a monthly billing statement that sets forth work done and expenses incurred and amount due and payable at that time. The hourly rates set forth in this paragraph may change from time to time to reflect increases in the cost of doing business. Such changes will be noticed to the Client not less than 30 days before they take effect. The Attorneys do not bill for secretarial or word processor time.
5. All time is billed in quarter hour intervals (15 minutes).
6. IN ADDITION TO THE ATTORNEYS' FEES SET FORTH ABOVE, THE CLIENT HEREBY AGREES to pay to the Attorneys all applicable COSTS, such as: filing fees; fees associated with performing legal research on electronic databases, as charged; copying costs; mileage costs (outside of Sacramento); document retrieval from storage, as charged; printing costs by a professional printer, as charged; phone charges, as charged; facsimile charges; postage charges, as charged; reimbursement for lodging and meal expenses in instances requiring out of county travel, including but not limited to any costs

involving common carriers (i.e., airplane); extraordinary costs (i.e., labor charges for cite checking major briefs and administrative record preparation); and any other agreed upon costs or expenses related to this matter. Should an account become delinquent by more than sixty (60) days, interest at the legal rate shall accrue. (See attached list of cost charges.)

7. The work covered by this agreement is subject to a cap of \$75,000. The Attorneys' total billings for this matter shall not exceed \$75,000 without the advance written approval of the Client.

8. THE CLIENT HEREBY AGREES THAT the Client will advance all costs incident to the performance of said services; however, if the Attorneys should advance such costs, the Client agrees to reimburse the Attorneys for such costs UPON DEMAND.

9 THIS AGREEMENT SHALL BE LIMITED TO the tasks set forth in paragraph 1.

10 IT IS ACKNOWLEDGED THAT no promises have been made concerning the ultimate result and/or outcome of this action, and attorneys' fees are in no way contingent thereon.

11 SHOULD DEFAULT BE MADE in the payments provided herein when due, the entire unpaid balance shall become due and payable. Should it be necessary to institute legal proceedings for the enforcement of this agreement, the Client agrees to pay court costs and reasonable attorneys' fees incurred by Attorneys in obtaining enforcement of the agreement.

12. REMY, THOMAS, MOOSE and MANLEY, LLP, maintains insurance for errors and omissions subject to all terms, conditions, and exclusions set forth in the policy of insurance.

13. Either party may terminate this Agreement upon ten (10) days written notice. Following notice of such termination, REMY, THOMAS, MOOSE and MANLEY, LLP shall promptly cease work and notify CLIENT as to the status of its performance.

DATED: _____

CLIENT - Santa Barbara County

FEE/RETAINER AGREEMENT ACCEPTED BY REMY, THOMAS, MOOSE and MANLEY, LLP:

DATED: _____

ATTORNEY - Whitman F. Manley

Q:\WP50\RETAINER\2005\51020039.001.wpd

COSTS

EXTRAORDINARY COSTS	\$50.00 PER HOUR
COPIES	\$.25 PER PAGE
MILEAGE	\$.35 PER MILE (FOR TRIPS OUTSIDE SACRAMENTO COUNTY ONLY)
FACSIMILE	\$1.00 PER PAGE
DELIVERY/PICK UP CHARGES	\$7.50 PER DELIVERY IN THE SACRAMENTO AREA (\$.35 FOR EACH ADDITIONAL MILE OUTSIDE OF SACRAMENTO COUNTY)
LEGAL RESEARCH (ELECTRONIC DATABASE)	AS CHARGED
DOCUMENT RETRIEVAL FROM STORAGE	AS CHARGED

Contract Summary Form: Contract Number : _____ - _____ - _____ - _____ - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (≤\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 05/06
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
 D3. Requisition Number:
 D4. Department Name.....:Public Works/Resource Recovery & Waste Management

Division

D5. Contact Person: Mark Schleich

D6. Phone: x3603

K1. Contract Type (check one): Personal Service Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose: Retain outside legal services

K3. Original Contract Amount: \$75,000.00

K4. Contract Begin Date.....: November 15, 2005

K5. Original Contract End Date.....: Until completion of project approx. June 2006

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
		\$	\$	\$		

K7. Department Project Number: 129907

B1. Is this a Board Contract? (Yes/No).....: No

B2. Number of Workers Displaced (if any).....: 0

B3. Number of Competitive Bids (if any).....: 0

B4. Lowest Bid Amount (if bid).....: N/A

B5. If Board waived bids, show Agenda Date.....: N/A

B6. ... and Agenda Item Number.....: N/A

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶):Boilerplate not used.

F1. Encumbrance Transaction Code

F2. Current Year Encumbrance Amount: \$75,000.00

F3. Fund Number.....: 1930

F4. Department Number.....: 054

F5. Division Number (if applicable).....: 05

F6. Account Number.....: 7460

F7. Cost Center number (if applicable).....:

F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:

V2. Payee/Contractor Name: Remy, Thomas, Moose and Manley LLP

V3. Mailing Address.....: 455 Capitol Mall, Suite 210

V4. City State (two-letter) Zip (include +4 if known): Sacramento CA 95814

V5. Telephone Number.....: 916-443-2745

V6. Contractor's Federal Tax ID Number (EIN or SSN):

V7. Contact Person.....: Whitman Manley

V8. Workers Comp Insurance Expiration Date.....:

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):

V10. Professional License Number: #

V11. Verified by (name of County staff)

V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature:_____