



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

March 4, 2021

SUBJECT: Approval of Professional Services Agreement with Hill Rivkins Brown & Associates, PLC. for Special Counsel Services Related to Regional Wastewater Effort

PREPARED BY: Jim Goodwin

Recommendation

Approve Professional Services Agreement with Hill Rivkins Brown & Associates, PLC. for Special Counsel Services related to Regional Wastewater Effort and direct the City Manager to sign the agreement.

Background/Discussion

On February 23, 2021, the City Council adopted Resolution 08-21, that, among other actions, approved funding for special legal counsel work specific to the City's participation in a proposed regional wastewater project. Because the City Attorney's firm also provides legal services to other agencies that may be involved in this regional effort, the City Attorney recommended that the City secure special outside counsel for this matter.

Based on a referral from the City Attorney, Adam C. Brown was contacted and interviewed by the City Manager and then again by the two City Council members serving as the Ad-hoc Sewer Committee. Following both interviews, staff and the Ad-hoc Committee recommend entering into a Professional Services Agreement with Hill Rivkins Brown & Associates, PLC, for Adam C. Brown to provide special counsel services to the City in connection with the regional wastewater project.

Alternatives

The City Council may choose not to approve the agreement, and the City Attorney's ability to work on the City's behalf on this project could be limited, depending on whether other clients of the City Attorney's firm decide to participate.

Fiscal Impact

No fiscal impact as the City Council approved funding for these services previously.

Attachments

1. Professional Services Agreement
2. Adam C. Brown Letter of Introduction

ATTORNEY-CLIENT FEE AGREEMENT

This ATTORNEY-CLIENT FEE AGREEMENT (the "Agreement") is the written fee agreement California law requires lawyers to have with their clients. It is between HILL RIVKINS BROWN & ASSOCIATES, A Professional Law Corporation ("Attorneys" or the "Firm") and the CITY OF WHEATLAND, a California municipal corporation ("Client").

1. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client signs this Agreement.
2. Client is hiring Attorneys for the limited purpose of providing special counsel services ("Services") advice to and representation of Client, as described in the Scope of Work attached to this Agreement as Exhibit A. Attorneys may also provide such other and further legal services as may later be agreed upon between Attorneys and Client, which services will be subject to this Agreement.
3. Attorneys' fees for the Services will be based on the amount of time devoted by its attorneys and paralegals to performing the Services multiplied by those individuals' respective hourly billing rates ("Fees"). The current hourly rates for the Firm's attorneys and paralegals are set forth on the Fee Schedule which is included in Exhibit A. Client agrees to pay for the Services at the rates specified on said Fee Schedule.
4. In addition to legal Fees, Client agrees to pay for all of Attorneys' expenses and costs reasonably incurred in this matter ("Expenses"). Such items include, but are not limited to postage and messenger charges, and any other out of pocket expense incurred by Attorneys on behalf of Client. Attorneys shall consult with Client and obtain Client's authorization before incurring such costs. Further, Attorneys shall not charge for travel time in connection with the Services without prior authorization from Client.
5. Attorneys will tender statements for Fees and Expenses at such intervals as deemed appropriate, usually monthly. Attorneys expect any unpaid balance to be paid in full within thirty (30) days after its receipt by Client, unless, of course, other arrangements have been made in advance. Attorneys may, in their discretion, impose a late charge of 1.5% per month on all monies Client owes for more than 30 days.

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6. Attorneys agree to waive their usual requirement of a retainer based on Client's agreement to remit prompt payment of Attorneys' invoices. However, if Attorneys' invoices are ever past due, Attorneys reserve the right to request a retainer against which they may charge their Fees and Expenses.

7. From time to time, the Attorneys may, at Client's request, furnish an estimate of Fees for a given matter. Attorneys cannot state precisely how much time will actually be spent on a matter because of a number of variables, including the fact that the amount of work the Attorneys may be required to perform on any matter may vary depending largely upon the strategy and tactics adopted by other parties. Accordingly, Fees are based on the amount of time actually spent rather than on any estimate, unless the Attorneys and Client otherwise agree in advance in writing.

8. Client or Attorneys may terminate this Agreement at any time, but any termination by Attorneys will not be effective until thirty (30) days after Client's receipt of written notice of termination. Client shall be responsible for the payment of all Fees and Expenses incurred through the time of termination.

9. In the event of non-payment of Fees and/or Expenses, and/or upon discharge or withdrawal, Attorneys may file an action against Client to collect any unpaid Fees and Expenses.

10. Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

11. This Agreement replaces and supersedes any and all other agreements between Attorneys and Client concerning the matter(s) which is (are) the subject of this Agreement. This Agreement contains all of the promises and agreements between the Attorneys and Client regarding Attorneys' representation of Client. Client and Attorneys acknowledge that the other has made no representations, promises or agreements concerning Attorneys' representation of Client except those set forth in this Agreement.

12. Client and Attorneys hereby agree that any and all disputes arising pursuant to any of the terms of this Agreement, or which relate in any manner whatsoever to the Services provided by Attorneys for Client, which cannot be resolved in a reasonable time by discussions between Attorneys and Client shall be submitted to binding arbitration, pursuant to the Federal Arbitration Act, before the American Arbitration Association pursuant to its then existing rules. Any arbitration pursuant to this Agreement shall be in Sacramento County, California. Any arbitration award will be binding and enforceable in any court of competent jurisdiction.

13. Attorneys maintain errors and omissions insurance coverage applicable to the
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Services, the limits of which are in excess of the minimums specified for disclosure by California Business and Professions Code Sections 6147 and 6148.

14. This Agreement will take effect when Client has performed the conditions stated in paragraph one, but its effective date will be retroactive to the date Attorneys first performed services. The date at the end of this Agreement is for reference only.

Client has reviewed, understands and agrees to the terms set forth in this Agreement. Client has been provided with an executed copy of this Agreement, receipt of which is hereby acknowledged.

CITY OF WHEATLAND

DATED: March __, 2021

By: _____
Name: Jim Goodwin
Title: City Manager

DATED: March 4, 2021

HILL RIVKINS BROWN & ASSOCIATES PLC

By:  _____
ADAM C. BROWN

EXHIBIT A

SCOPE OF WORK

Attorneys shall provide legal counsel and assistance related to development and execution of agreements concerning the City of Wheatland's regional wastewater projects. All work must be approved in advance by the City Manager.

FEE SCHEDULE

Attorneys:	\$295.00/hour
Paralegals:	\$150.00/hour



February 28, 2021

Via Email

James Goodwin, City Manager
City of Wheatland
111 C Street
Wheatland, CA 95692

Re: Letter of Introduction for Services as Special Counsel

Dear Mr. Goodwin:

Thank you for contacting me in connection with the City of Wheatland's interest in retaining special counsel to advise the City regarding the proposed regional sewer treatment and collection in South Yuba County. As discussed last week, I represented the South Placer Municipal Utility District (SPMUD) in the creation of the South Placer Wastewater Authority (SPWA) back in 2000, which was formed to finance and operate the Dry Creek and Pleasant Grove treatment plants and related regional collection infrastructure serving SPMUD, the City of Roseville and Placer County. I was one of the co-drafters of the original agreements, and have been involved with subsequent amendments over the years, including adjustments of debt and capacity allocations among the SPWA partners. I continue to represent SPMUD as general counsel.

By way of background, I have been a practicing attorney in California since 1992, having graduated from the University of San Francisco after receiving my B.A. from the University of California, Berkeley. While at USF, I served on both the law review and the moot court board. Since my admission to the Bar, I have devoted the bulk of my practice to the representation of small and mid-sized special districts in the greater Sacramento region as general or special counsel. My standard is to provide superior counsel and representation to public agencies in an efficient and cost-effective manner, bearing in mind the agency's needs and priorities. In addition to my legal representation of public agencies, I am a member of the Placer County Assessment Appeals Board.

The scope of my practice includes advice and representation of public agencies in connection with the Brown Act, Public Records Act and Political Reform Act compliance; water rights; eminent domain and tort/contract claims litigation; annexations and joint powers authorities; contract negotiations and preparation; rate setting and Proposition 218; LAFCO matters and bond financing. I am also a past member of the ACWA Legal Affairs Committee.

Please correspond to the California Office,

CALIFORNIA
Hill Rivkins Brown & Associates, PLC
11140 Fair Oaks Blvd. Suite 100
Fair Oaks, CA 95628
P: 916.535.0263 F: 916.535.0268

NEW YORK
Hill Rivkins LLP*
45 Broadway Suite 1500
New York, NY 10006
P: 212.669.0600 F: 212.669.0698

TEXAS
Hill Rivkins LLP*
55 Waugh Dr. Suite 1200
Houston, TX 77007
P: 713.222.1515 F: 713.222.1359

**Not admitted in CA*

James Goodwin, City Manager
City of Wheatland
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I currently serve as general counsel for the South Placer Municipal Utility District and the Calaveras Public Utility District, and have served as special counsel to the Sacramento Suburban Water District and Amador Water Agency. I do not currently represent any public agencies in Yuba County or in any other instance which would present a conflict or otherwise interfere with my ability to represent the City of Wheatland in connection with the proposed regional treatment and collection project.

In terms of the fee arrangement for services, my hourly rate is \$295.

Thank you for your consideration, and if you or the City Council have any questions, please do not hesitate to contact me.

Very truly yours,



Adam C. Brown

ACB/dmc