



Meeting Date: 12/11/12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Alan Holmberg, City Attorney AH Agenda Item No. I-1

Reviewed By: City Manager JPB City Attorney AH Finance J.C Other (Specify)

DATE: November 15, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney *AH* *J.R.*
Rob Roshanian, Interim Public Works Director

SUBJECT: Second Amendment to Agreement for Special Counsel on Water Issues

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Brownstein Hyatt Farber Schreck, LLP ("Brownstein") (Agreement No. 5373-11-CA) for services relating to water issues for a period of nine months and an increase of \$150,000 for a total contract amount not to exceed \$390,000.

DISCUSSION

The City Attorney's office, in conjunction with the Public Works Department, disseminated on November 5, 2010, a Request for Qualifications Based Proposals ("RFQP") to a number of law firms and published the availability of the RFQP through the City Attorneys' Department of the League of California Cities to hundreds of municipal attorneys throughout the State.

The City received 12 responses to the RFQP. The responses were evaluated by the City Attorney, Interim Public Works Director and Water Resources Manager ("Interviewers") for general qualifications, experience specific to the City's needs, rates and charges, locality of the firms and related factors. Four firms were interviewed, Price, Postel & Parma of Santa Barbara; Lemieux and O'Neil of Thousand Oaks; Meyers Nave of Los Angeles and Oakland; and Brownstein, of Santa Barbara.

To make a final determination, the Interviewers considered the factors described above, as well as the City's progress to date in the GREAT Program, 2030 General Plan, specific plans, and specific project negotiations and evaluations. The Interviewers also considered the manner in which special counsel would be used to liaison with the City's water purveyors and customers.

On March 22, 2011, the City Council approved a one-year contract with Brownstein for an amount not to exceed \$180,000. The total amount billed under the contract for the first one-year period was about \$60,000 less than the contract limit.

On March 6, 2012, the City Council approved an amendment to the contract extending the term until March 31, 2013, and increasing the not to exceed amount under the contract to \$240,000, a \$60,000 increase. Due to extensive work on negotiating a master agreement for recycled water delivery to potential agricultural water users, in addition to the other matters referenced above, the projected billings through the end of the current contract year (March 31, 2013) would exceed the current contract limit (\$240,000). The requested second amendment would increase the total contract not to exceed limit to \$390,000 and extend the contract time period to January 31, 2014.

The services include acting as the City's legal representative in connection with the GREAT program, negotiating and drafting agreements for the sale, delivery storage and injection of recycled water, assisting with environmental review, regulatory compliance efforts, attending meetings of the United Water Conservation District and the Fox Canyon Groundwater Management Agency on behalf of the City on a regular basis and other matters. The services include participation in development of local water management policy.

FINANCIAL IMPACT

The agreement will be funded from Water Operating Fund (Account no. 601-6010-842-8204). Sufficient funds are available.

Attachment #1 – Proposed Second Amendment to Agreement for Attorney Services

SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of December 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Brownstein Hyatt Farber Schreck, LLP ("Special Counsel"). This Second Amendment amends the Agreement entered into on April 1, 2011, by City and Special Counsel. The Agreement previously has been amended on April 1, 2012, by a First Amendment.

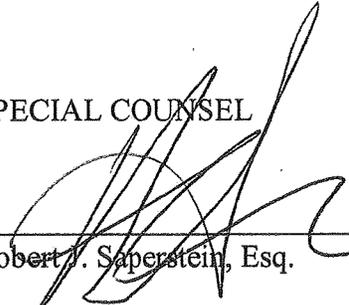
City and Special Counsel agree as follows:

1. In Section 8 of the Agreement the date "March 31, 2013" shall be deleted and replaced with the date "January 31, 2014."
2. In Section 10a. of the Agreement, the figure "\$240,000" is deleted and replaced with "\$390,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor



Robert J. Saperstein, Esq.

ATTEST:

APPROVED AS TO INSURANCE:

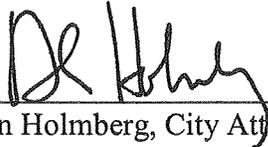
Daniel Martinez, City Clerk



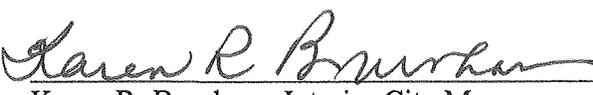
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:



Alan Holmberg, City Attorney



Karen R. Burnham, Interim City Manager

