DATE: March 20, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: First Amendment to Attorney Services Agreement with Aleshire & Wynder, LLP.

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement (“Agreement”) with Aleshire & Wynder, LLP ("Aleshire & Wynder") (Agreement No. 7598-16-CA) for legal services relating to litigation involving condemnation issues and general legal advice for an increase of $200,000 for a total contract amount not to exceed $400,000.

BACKGROUND

Aleshire & Wynder provide advice and representation concerning the Rice Avenue/Highway 101 Interchange project condemnation issues and is a recognized expert in this area of representation on behalf of California governmental entities. Aleshire & Wynder’s contract was entered into in 2016 and is reaching the not to exceed amount. Funding for the condemnation issues is paid from the related project funds and general legal advice is paid from the General Fund.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Sufficient funds have been budgeted to cover the cost of the agreement. The funding will come
from various funding sources including: General Fund (101-1501) and Rice Highway 101 Phase II Project 163106 (301-9718).

ATTACHMENTS:

Attachment A: First Amendment
Agreement No. 7598-16-CA

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of March, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Aleshire & Wynder, LLP ("Special Counsel"). This First Amendment amends the Agreement entered into on October 18, 2016, by City and Special Counsel. The Agreement previously has been amended on February 8, 2017, by a letter amendment.

City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement, the figure "$200,000" is deleted and replaced with the figure "$400,000".

2. In Section 30. Counterparts, the section is deleted in its entirety and replaced with the following, "This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn, Mayor

Date

ALESHIRE & WYNDER, LLP

June Aillin, Partner

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM & CONTENT:

Stephen M. Fischer, City Attorney

Date 2/26/18

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT