



## Legislation Text

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**File #:** 2019-1581, **Version:** 1

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**To:** Board of Supervisors

**Department or Agency Name(s):** County Counsel and Human Resources

**Staff Name and Phone Number:** Michael A. King, 565-6139

**Vote Requirement:** 4/5th

**Supervisorial District(s):** All

**Title:**

Second Amendment to Legal Services Agreement with Greines, Martin, Stein & Richland, LLP

**Recommended Action:**

Authorize County Counsel to execute a Second Amendment to the Legal Services Agreement with Greines, Martin, Stein & Richland, LLP, for appellate litigation and related legal services, increasing the contract amount to \$200,000.00. (4/5<sup>th</sup> Vote Required)

**Executive Summary:**

Periodically, the County requires appellate legal work related to County-involved litigation. Accordingly, County Counsel executed previous agreements with Greines, Martin, Stein & Richland, LLP, to provide specialized legal services in this area to ensure the County is represented in appellate court proceedings.

County Counsel previously executed a Legal Services Agreement ("LSA") with Greines, Martin, Stein & Richland, LLP, on July 25, 2017, for appellate court representation, with a contract maximum not to exceed \$50,000 relating to specialized appellate litigation. Subsequently a First Amendment increased the contract amount to \$100,000.00 on May 22, 2018 in order to provide sufficient funding for the appellate work in the *Williams v. County of Sonoma* case per the below. Additional contract capacity is now needed in order to finalize that appeal and to ensure appellate representation availability in future matters.

**Discussion:**

Your Board previously approved the County's appeal of the jury verdict in the *Catherine Williams v. County of Sonoma*, SCV-261355. Due to the ongoing need for specialized appellate representation and legal services needed in the *Williams* case a Second Amendment to Legal Services Agreement to increase the contract amount to \$200,000.00, is requested for finishing the appeal and to retain the firm for other matters as needed in the future. To date, approximately \$50,000 has been expended in the writing of the appeal and the preparation of the appellate record and appendix, with approximately \$0 remaining on the agreement. Additional work is needed in order to prepare the Reply Brief and prepare and attend oral argument in this matter.

The contract increase to \$200,000 will provide sufficient funding for appellate work on the *Williams* case as well as availability for future appeals on an as needed basis.

**Prior Board Actions:**

**FISCAL SUMMARY**

<b>Expenditures</b>	<b>FY 19-20 Adopted</b>	<b>FY20-21 Projected</b>	<b>FY 21-22 Projected</b>
Budgeted Expenses	\$50,000	\$100,000	
Additional Appropriation Requested			
<b>Total Expenditures</b>	<b>\$50,000</b>	<b>\$100,000</b>	
<b>Funding Sources</b>			
General Fund/WA GF			
State/Federal			
Fees/Other	50,000	100,000	
Use of Fund Balance			
Contingencies			
<b>Total Sources</b>	<b>50,000</b>	<b>100,000</b>	

**Narrative Explanation of Fiscal Impacts:**

Legal services are budgeted in the Self-Insurance Liability Fund (mostly funded through contributions from all county departments/agencies). There are sufficient appropriations budgeted.

<b>Staffing Impacts:</b>			
<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A-I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Proposed Second Amendment to Agreement  
First Amendment to Legal Services Agreement  
Legal Services Agreement

**Related Items "On File" with the Clerk of the Board:**