

AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 26th day of September 2023 by and between the City of Grass Valley (“City”) and COLANTUONO, HIGHSMITH & WHATLEY, PC (“Firm”). City and Firm are referred to as “Parties” in this Amendment and, each, as a “Party.”

RECITALS

WHEREAS, on October 4, 2011, the City approved a Professional Services Agreement with COLANTUONO & LEVIN, A Professional Corporation to discharge the duties of the office of City Attorney and to designate a member of the Firm as City Attorney; and

WHEREAS, COLANTUONO & LEVIN, A Professional Corporation, later changed its name to COLANTUONO, HIGHSMITH & WHATLEY, PC; and

WHEREAS, the Parties amended the Agreement to increase the rates of compensation to the Firm as of July 1, 2016, January 1, 2017, and August 25, 2021; and

WHEREAS, the City has granted its management employees a 3 percent increase in compensation and wishes to commensurately adjust compensation to its contract City Attorney.

NOW, THEREFORE, THE CITY AND FIRM AGREE AS FOLLOWS:

1. Exhibits A and B to the Agreement are hereby amended to read as stated in the attachments to this Amendment.
2. All other terms, conditions, and provisions of the Agreement as amended to date, to the extent not modified by this Amendment, shall remain in full force and effect.
3. The increased rates provided here shall be effective for services provided on or after October 1, 2023.

TO EFFECTUATE THIS AMENDMENT, the Parties have caused their duly authorized representatives to execute this Amendment on the dates set forth below.

“CITY”
City of Grass Valley, California

“FIRM”
Colantuono, Highsmith & Whatley, PC

By: _____
Signature

By: _____
Signature

Jan Arbuckle, Mayor
Date: _____

Michael G. Colantuono, President
Date: _____

ATTEST:

By: _____
Signature

Taylor Day, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *Retainer Services*. The general legal services to be provided by the Firm to the City are based on the Request for Proposal issued by the City and the Proposal provided by the Firm, and include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues, potential tort liability, and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements, and related documents.
3. Attend all meetings of the City Council. Attend additional such meetings of the Planning Commission and other Boards and Commissions of the City as may from time to time be requested by the City, not to exceed two per month.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
5. Perform legal work pertaining to property acquisition and disposal, public improvements, utilities, rights of way, and easements.
6. Assist the City in the development of legal and judicial remedies and processes as to code compliance issues, including assisting the City in implementing provisions of its Administrative Penalty Ordinance. Services do not include litigation or filing of judicial actions.
7. Prepare and / or review correspondence to be sent by City staff on legal matters such as public records requests, open meeting provisions, ethics questions, conflict of interest issues, municipal code violations, and Municipal Code or state law interpretations.
8. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
9. Administer contracts that the City may have with other legal counsel, as directed by the City.
10. Provide attorneys on-site for regular office hours a minimum of twice per month for a total of 8 hours per month as requested by the City Manager or the City Council. Additional office hours will be provided as requested by the City Manager or the City Council and compensated pursuant to paragraph B. below.
11. Perform all duties of the office of City Attorney as provided in State law, the Grass Valley Municipal Code and Charter, except to the extent such duties are provided for in Sections II or III below.

The general legal services specified in this Paragraph A shall be provided at the rate of \$6,500 per month except as provided in paragraph B. below plus a 4 percent fee in lieu of out-of-pocket costs (\$260 per month). The City acknowledges that this sum is expected to fund approximately 25 to 30 hours per month, on average, of retainer services and City Manager and City Attorney shall cooperate and establish priorities for work to limit the City's demand for retainer services to that amount and to require the City Attorney to work efficiently to provide for the City's general legal service needs within that retainer.

B. *Special Projects.* Additional office hours requested by the City Manager or the City Council, and services on any single project or matter which would otherwise be within the scope of paragraph A (Retainer Services) that the City Attorney and City Manager mutually agree is reasonably likely to require more than 12 hours of professional services, shall be compensated at the rate of \$260 per hour in addition to the retainer provided for in paragraph A. above.

C. *Task Billing.* Upon request by City, Firm will propose flat-fee amounts to cover specific tasks under paragraph B. of this Section and under Sections II – IV below. When such task, flat-fee arrangements have been agreed upon, they shall control over the rates provided by this Agreement.

II. LITIGATION SERVICES

A. The Firm will provide litigation services to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City. Litigation oversight services such as review of invoices, coordination of activities, communication of City Council direction, and similar administrative tasks will be included in General Legal Services at the rates set forth in Section I.

B. The litigation services specified in paragraph II. A. shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$285 per hour, or as otherwise agreed pursuant to paragraph I.C. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

III. LABOR AND EMPLOYMENT LEGAL SERVICES

A. The Firm will provide labor, employment and personnel legal services before initiation of litigation to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City. This paragraph excludes attendance at Council closed sessions and basic review of agreements as prepared as part of the normal course of work of the City Council, which routine services are covered under Section I above.

B. The labor, employment and personnel services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$285 per hour, except as otherwise agreed pursuant to paragraph I.C. above.

IV. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the City shall include the following:

1. Other than routine advice regarding taxes, assessments, fees and other financial advice.
2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
3. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports, and contracts of sale.
4. Insurance Coverage Services, such as advice and representation regarding disputes with a risk pool or another insurance provider other than routine advice to tender claims to insurers.
5. Post-Redevelopment Services to the City and its Successor Agency.
6. Water Law Services.
7. Such other specialized services as the City may require which are not generally provided by an in-house City Attorney's office.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided up to a maximum of \$285 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

IV. REIMBURSED SERVICES

When the City is to be reimbursed for the Firm's services, as by a developer for work on a land use issue, the Firm may bill at the regular hourly rates of the attorneys providing such services at the time those services are provided up to a maximum of \$310 per hour.

Exhibit B

Non-Retainer Hourly Billing Rates as of October 1, 2023:

Shareholders and senior contract attorneys	\$310
6 th year and more senior associates	\$310
5th year associates	\$300
4th year associates	\$285
3rd year associates	\$275
2nd year associates	\$265
1st year associates	\$255
Paralegals	\$190
Legal assistants	\$145