



## Item No. 19 Town of Atherton

### **CITY COUNCIL STAFF REPORT – REGULAR AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: GEORGE RODERICKS, CITY MANAGER**

**DATE: JUNE 15, 2022**

**SUBJECT: CITY ATTORNEY PERFORMANCE EVALUATION AND APPROVAL  
OF AMENDMENT TO LEGAL SERVICES AGREEMENT**

#### **RECOMMENDATION**

Review the staff report and consider adoption of the attached amendment to the Legal Services Agreement between the Town of Atherton and Kronick, Moskovitz, Tiedemann & Girard.

#### **BACKGROUND**

In December 2019, and following a Request for Proposals process, the Town awarded a Legal Services Agreement to Kronick, Moskovitz, Tiedemann & Girard to provide City Attorney services to the Town. Since that time, the retainer amount has not been increased, despite increases in legal costs and inflation.

Following a successful evaluation of performance and a recognition that the Town's use of legal services currently exceeds the amount of the base retainer, currently set at \$15,000 per month, the Town desires to amend the Legal Services Agreement to increase the retainer and allow for virtual participation by the City Attorney at Town meetings.

#### **ANALYSIS**

The City Council is pleased with the City Attorney's performance and desires to amend the Legal Services Agreement as noted in the attached Amendment No. 1. Following a negotiation with the Mayor and Vice Mayor as an Ad Hoc Subcommittee of the City Council, the Subcommittee recommends the following:

- The City Attorney's base monthly retainer amount be amended to \$ \_\_\_\_\_ monthly.
- This increase will be effective on July 1, 2022.

**City Manager Performance Evaluation**

**June 15, 2022**

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**POLICY FOCUS**

None.

**FISCAL IMPACT**

The approval of Amendment No. 1 to the Legal Services Agreement will not result in a budgetary increase due to a shift from Special Projects to Base Legal Services. The Town’s overall budgeted expenses for Legal Services will remain static.

**GOAL ALIGNMENT**

This Report and its contents are in alignment with the following Council Policy Goal:

- Goal E – Strengthen Community Engagement and Transparency

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the item is also disseminated via the Town’s electronic News Flash and Atherton Online. There are approximately 1,600 subscribers to the Town’s electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer) and regional elected officials.

**COMMISSION/COMMITTEE FEEDBACK/REFERRAL**

This item \_\_\_ has or X has not been before a Town Committee or Commission.

- \_\_\_ Audit/Finance Committee (meets every other month)
- \_\_\_ Bicycle/Pedestrian Committee (meets as needed)
- \_\_\_ Civic Center Advisory Committee (meets as needed)
- \_\_\_ Environmental Programs Committee (meets every other month)
- \_\_\_ Park and Recreation Committee (meets each month)
- \_\_\_ Planning Commission (meets each month)
- \_\_\_ Rail Committee (meets every other month)
- \_\_\_ Transportation Committee (meets every other month)
- \_\_\_ Tree Committee (meets each month)

**ATTACHMENTS**

ATTACHMENT 1 – Amendment No. 1 to Legal Services Agreement

**AMENDMENT NO. 1  
to the  
AGREEMENT FOR LEGAL SERVICES BETWEEN  
TOWN OF ATHERTON AND  
KRONICK MOSKOVITZ TIEDEMANN & GIRARD.**

This Amendment No. 1 to the Agreement for Services Between Town of Atherton and Kronick, Moskovitz, Tiedemann & Girard entered into in December 30, 2019 (the "Contract"), is made and entered into this 15th day of June 2022.

**RECITALS**

**WHEREAS**, in December 2019, and following a Request for Proposals process, the Town of Atherton ("Town") awarded a legal services agreement to Kronick, Moskovitz, Tiedemann & Girard ("Kronick") to provide city attorney services; and

**WHEREAS**, since that time, the retainer has not been increased, despite increase in legal costs and inflation; and,

**WHEREAS**, the Town's use of legal services currently exceeds the amount of the retainer, which is set at \$15,000 monthly; and,

**WHEREAS**, the Town and Kronick desire to amend the Contract to increase the retainer and to allow for virtual participation in meetings.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by the parties hereto to amend the Contract as follows:

Section 3. Bill Rates

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Basic legal services will be provided under a monthly retainer fee of \_\_\_\_\_ (\$\_\_\_\_\_) dollars. Any expenses associated with travel shall be separately billed to Client based on the actual cost incurred for such costs including parking, and bridge tolls, plus mileage at the IRS-approved rates. Basic legal services do not include representing the Town on law and motion, such as *Pitchess* motions, but both Parties agree that the retainer can be increased by mutual written consent to include such services.

Basic legal services include:	\$ _____ per month
Attendance at all City Council meetings, Planning Commission meetings, and staff meetings that are held on the same days as City Council and/or Planning commission meetings;	<i>*included in retainer.</i>
Availability to staff for questions and consultation in Town business;	<i>*included in retainer.</i>
Review of and drafting of staff reports, ordinances, resolutions, contracts, agreements, forms, notices, deeds, leases, routine correspondence, and other legal documents required by the Town.	<i>*included in retainer.</i>

Except as expressly set forth herein, all terms and conditions of the Contract remain in full force and effect. In the event of a conflict between this Amendment No. 1 and the Contract, the terms of Amendment No. 1 shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment No. 1 as of the date herein set forth.

**TOWN OF ATHERTON**

By: \_\_\_\_\_  
City Manager

**KRONICK MOSKOVITZ TIEDEMANN & GIRARD.**

By: \_\_\_\_\_  
Shareholder

**ATTEST:**

By: \_\_\_\_\_  
City Clerk