

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: August 6, 2024

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To: Honorable Mayor and City Councilmembers
From: Mary Gourley, Assistant City Manager/City Clerk
Deborah Muchmore, Muchmore Than Consulting, HR Consultant
Subject: Approval of Contract for Legal Services for the City of Sebastopol/City Attorney Contract

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RECOMMENDATION: This item is to request the City Council approve the Contract for Legal Services for the City of Sebastopol/City Attorney and Award Contract to Redwood Public Law.

EXECUTIVE SUMMARY:

The City of Sebastopol City Council issued Request for Proposals (RFPs) for City Attorney Services and received four Proposals and interviewed all proposers in an Open City Council Meeting. All four proposers were invited to attend a second follow up interview in a subsequent Closed Session. Due to scheduling issues, one firm was not available to attend the interview as they were out of country until early August. There was not unanimous consensus to interview the fourth firm. Based upon both interviews, the Council selected Redwood Public Law as the Selected Firm for Legal Services for the City of Sebastopol.

BACKGROUND:

The City Council is the appointing authority for the City Attorney who serves as the legal advisor to the City Council, City Manager, Assistant City Manager/City Clerk and Department Directors. The general legal responsibilities of the city attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the city's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep the City Council and staff apprised of court rulings and legislation affecting the legal interest of the City.

Of note, the city attorney does not represent individual city councilmembers, but the City Council as a whole.

DISCUSSION:

As stated above, the City Council conducted interviews with four firms that submitted proposals for attorney services for the City. These interviews were conducted in open session as well as an additional closed session. Based upon those interviews, the City Council proposed selection of Redwood Public Law as the Firm for Appointment of City Attorney for Legal Services for the City with Alex Mog as the designated City Attorney and directed City staff to negotiate the contract for the City Attorney General Legal Services. Although in the past, the City employed the City Attorney as a city employee, utilization of contracted professional legal services provides the City with access to a multitude of areas of expertise to best serve the City.

ANALYSIS:

Based upon the complexities of Attorney services, and length of interviews conducted, as well as reference checks conducted, City staff and the City's human resources consultant recommend that the City Council approve Redwood Public Law as the City Attorney Firm with Alex Mog serving as the City Attorney for the City of Sebastopol.

Although the fees for services are listed within the contract, City staff has also listed them below for transparency. Redwood Public Law’s fees are roughly similar to the fee’s proposed by the other firms interviewed.

General Counsel/City Attorney:

Partners \$345
Counsel \$330
Associates \$310
Travel and Waiting

Travel to Council Meeting and Planning Commission meetings will be billed at 50% time

Special Services (Examples Below):

CEQA & Environmental
Tax & Public Financing
Election Law
Public Contracting
Eminent Domain
Enterprise & Spec Fund
Labor & Employment
Land Use, Construction
Litigation, Real Estate, Housing, Facilities, Construction

Special Services: \$375.00 - \$475.00

Cost Recovery Rate

Legal services charged to 3rd Party:

Partners \$400-\$495
Counsel \$395-\$475
Associates \$350-\$425
Paralegal \$225

Note: Cost Recovery Rate is when Redwood Public Law is able to recover legal costs on behalf of the City from another party. The city is not paying these fees to the firm.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

There is no fiscal impact with approval of this item tonight. The FY 24-25 City budget contains funding the amount of \$350,000 for City Attorney Legal Services and an additional \$275,000 for outside legal services (services that do not fall under routine general legal counsel)

OPTIONS:

That the City Council:

1. Approve appointment of Redwood Public Law as its City Attorney, to render such legal services as are customarily rendered by such officials and as further specified within the contract.

If the Council does not approve award of contract to Redwood Public Law, the Council has the option to:

2. Reject the contract and direct staff to:
 - a. Issue a new request for proposal for City Attorney Services; or
 - b. Negotiate with other interviewed firms for legal services

Staff is recommending option 1 above.

ATTACHMENTS:
Agreement

APPROVALS:

Department Head Approval: Approval Date: 7-23-2024

CEQA Determination (Planning): Approval Date: 7-23-2024

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines.

Administrative Services (Financial)

Approval Date:

Costs authorized in City Approved Budget: Yes No N/A
Account Code (f applicable)

City Manager Approval: Approval Date: 7-31-2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and Redwood Public Law, LLP. (Consultant).

RECITALS:

A. City desires to employ Consultant to provide legal services as City Attorney for the City of Sebastopol.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement. Such services will include both general legal services and special legal services, as set forth in Exhibit A. Consultant will provide those legal services reasonably required to represent the City. Alex Mog shall be assigned as City Attorney, and shall be primarily responsible for the provision of legal services to the City. Although Alex will have primary responsibility for handling these matters, City is retaining Consultant and not any specific attorney. Other attorneys and legal assistants shall be utilized where necessary to assist in providing legal services as is appropriate for their level of experience and the complexity of the matter involved. Without affecting the appointment on the part of the City Council and designation in this Agreement of Alex Mog to serve as the appointed City Attorney, nothing herein precludes the City from engaging outside legal counsel by separate agreement whenever the City Council determines it serves the interests of the City.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant for work completed at the rates specified in Exhibit A, attached hereto and made a part hereof, adjusted from time to time as specified therein. Without limiting the foregoing, travel to City Council meetings and Planning Commission meetings will be billed at 50% of the attorney’s otherwise applicable rate.

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B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Nothing in this Agreement and nothing in Consultant's statements to City will be construed as a promise or guarantee about the outcome of the matter. Consultant makes no such promises or guarantees. Consultant's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits that City makes or estimate of fees given by Consultant are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property

damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-

insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith) arising out of any personal injury, bodily injury, loss of life, or damage to property, incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

C. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

D. Consultant maintains of-counsel agreements with certain attorneys who are deemed independent contractors under the applicable provisions of the tax laws. They are not considered employees of Consultant. The arrangement has no effect whatsoever on the cost of the City's legal services. It is merely an ethical requirement that Consultant discloses this fact and that the City consents. The City consents by signing this Agreement.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant's practice involves the representation of many public agencies in the State of California of all types. It is not uncommon for public agencies to have strong views on matters of public policy that diverge from one another. Consultant performs a variety of professional services for its clients, and it is possible that Consultant will represent public agency clients that are adverse to the City on other, unrelated matters or that Consultant will represent another client that has views on public policy or legal matters that differ from the City on those policies or matters. The City expressly agree that it waives any actual or potential conflicts that might arise from such future representations, that City will not attempt to disqualify Consultant on such matters, and that Consultant is free to represent its clients on such matters.

By executing this Agreement, City acknowledge that City and Consultant have discussed these matters and that City confirms that it does not object to Consultant's representation of clients on matters where those clients' legal, governmental, or political objectives and/or positions may be different from or adverse to City's, and that City waives any conflicts of interest with respect to Consultant's representation of such clients with differing legal, governmental or political interests. City further confirms that it will not assert any conflict of interest concerning such representations or attempt to disqualify Consultant from representing such clients notwithstanding such adversity. City agrees that, while City may terminate its attorney-client relationship with Consultant, Consultant would be free to represent such clients even on those matters that City considers adverse to City, and that City waives any conflict of interest in connection therewith.

Of course, City's acknowledgments and consents above do not permit Consultant to represent another client in the same matter in which Consultant is adverse to City and do not permit Consultant to represent another client if there would be a significant risk that Consultant's representation of City would be materially limited by the representation of the other client. Any such representation would require Consultant to obtain City's informed written consent and of the other client.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall

be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

C. Documents of record can be either hard copies or digital, regardless of the form they took originally when created or received by Consultant. Whenever it is proper and practical, Consultant prefers documents of record (official version) to be in digital format. Further, if a record is stored electronically, then paper copies may be destroyed. Consultant’s policy is for City to take immediate possession of paper records after conclusion of the matter and to maintain electronic records for a period of 5 years after the conclusion of a matter. If City does not notify Consultant that City wants to take possession of paper records, Consultant will destroy them in a secure manner. Electronic records held for five years will subsequently be destroyed unless City notifies Consultant that City wishes to take possession of them.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: Mayor, City of Sebastopol
c/o City Manager
7120 Bodega Ave
Sebastopol, California 95472

To Consultant: Redwood Public Law, LLP
Attn: Alex Mog
409 13th Street, Suite 600
Oakland, CA 94612

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. Consultant may terminate this Agreement with City's consent or for good cause or if allowed under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Consultant may terminate this Agreement are: (a) with City's consent; (b) City's conduct makes it unreasonably difficult for the Consultant to carry out the representation effectively; and/or (c) City does not pay Consultant's fees or costs as required by this Agreement.

C. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

D. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a

waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

26.1 This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

26.2 Notwithstanding 26.2 above, the parties acknowledge that in any dispute over attorneys’ fees, costs or both subject to the jurisdiction of the State of California over attorneys’ fees, charges, costs, or expenses, City has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client’s Right to Fee Arbitration, City does not choose to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs, or expenses will be resolved as provided in 26.1 above. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures allow a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:
Redwood Public Law, LLP

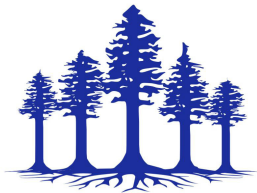
City:

By: _____
Name: Sky Woodruff
Title: Partner

By: _____
Name: Diana Gardner Rich
Title: Mayor

Legal Services

Proposal Prepared For:
The City of Sebastopol



Redwood
Public Law

Alex J. Mog
Senior Of Counsel

409 13th Street, Ste 600, Oakland CA, 94612
(916) 307-1522
alex.mog@redwoodpubliclaw.com



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Letter of Transmittal

May 1, 2024

City of Sebastopol
Attn: Mary Gourley, Assistant City Manager
7120 Bodega Avenue
Sebastopol, CA 95472

Re: Response To RFQ to Provide Legal Services for the City of Sebastopol

Honorable Mayor Rich & Members of the City Council,

On behalf of Redwood Public Law, LLP, I am pleased to submit the enclosed proposal of qualifications to provide legal services to the City of Sebastopol.

I, Alex Mog, will serve as the point of contact for this introduction and the proposed City Attorney for this engagement. I will serve the City of Sebastopol from our Oakland office. My contact information is as follows:

Alex J. Mog, Senior Of Counsel
Redwood Public Law, LLP
409 13th Street, Ste 600
Oakland, CA 94612
(916) 307-1522
alex.mog@redwoodpubliclaw.com

Redwood Public Law, LLP, (“Redwood”) is a majority minority owned law firm, committed to public service and creating a meaningful impact for clients. The firm was formed with a specific focus on serving public agencies. While we are a new law firm, our experience representing public agencies is extensive. We currently serve as city attorney for 14 cities and general counsel for over 30 special districts in Northern California, including many in Sonoma County. Our clients range from small cities and mid-sized cities, to large and populous jurisdictions. We make every effort to understand our clients, to explain the law, to identify options and risk, and to collaborate on solutions.

In the cities where we serve as city attorneys, we strive to be an integral part of the management team, collaborating with staff and electeds to address the issues facing the city. Our successful track record is reflected in the fact that when Redwood was recently formed, 100% of the jurisdictions for whom our attorneys were serving as city attorney entrusted us to continue representing them at Redwood.

I currently serve as City Attorney for the City of Cloverdale, as well as the General Counsel of the Bodega Bay Public Utility District and Oro Loma Sanitary District. I understand the challenges and pressures facing small cities in Sonoma County, ranging from budget deficits and deteriorating infrastructure to state mandates and homelessness. I’ve had the privilege to work with Sebastopol on a number of projects over the last few years, and I hope to continue providing that service as your City Attorney.



Serving as my formal back-up, Sky Woodruff has served as a trusted advisor to local agencies both as general counsel and as special counsel on elections and tax, fee, and assessment matters. He currently serves as city attorney for the cities of Larkspur, South San Francisco, and El Cerrito. Rounding out our primary team is Schuyler Schwartz, an Associate at Redwood with experience advising and counseling cities, counties and special districts of all types throughout the state.

Providing additional services to Sebastopol will be Lindsay D'Andrea, Partner, and Erica C. Gonzales, Senior Associate. These individuals bring to the table substantial experience providing counsel to cities, counties, and special districts in the Bay Area and elsewhere.

Further, Redwood is able to call upon a deep bench of attorneys with issue-specific expertise across a range of interrelated practice areas should those resources be necessary.

We greatly appreciate this opportunity to build a relationship with the City of Sebastopol.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Mog".

Alex J. Mog
Senior of Counsel



Identification of Attorneys & Support Staff

We have specially crafted a team of attorneys for this endeavor, with targeted experience in municipal law and interrelated practice areas. We feel confident that these individuals can effectively serve the City of Sebastopol in the entire scope of their needs, as outlined in the RFP. Short bios of our proposed team are included below, and full resumes follow.

Redwood Public Law also employs legal practice assistants and paralegals who are an integral and valued part of our team. We utilize these skilled professionals to assist with administrative and, for paralegals, substantive tasks whenever possible and appropriate in order to keep costs as low as possible for our clients.

Proposed Team for The City of Sebastopol



Proposed City Attorney: Alex Mog, Senior of Counsel

Alex currently serves as the City Attorney for the City of Cloverdale, General Counsel of the Bodega Bay Public Utility District and Oro Loma Sanitary District, and Assistant City Attorney for other Northern California cities. His areas of focus include housing, economic development, land use, and municipal finance. Alex regularly counsels public agencies on the full range of public law matters, including code enforcement, Political Reform Act compliance, the Brown Act, the Public Records Act, and public contracting.



Proposed Formal Backup: Sky Woodruff, Partner

For over 20 years, Sky has served as a trusted advisor to local agencies both as general counsel and as special counsel on elections and tax, fee, and assessment matters. Serving as city attorney for a diverse range of cities, Sky has helped new cities chart their initial course and established cities' plans for the future through land use and finance. He currently serves as City Attorney for the cities of South San Francisco, El Cerrito and Larkspur.



Proposed Assistant City Attorney: Schuyler Schwartz, Associate

Schuyler provides advice and counsel to cities, counties and special districts of all types throughout the state. She currently serves as Assistant City Attorney for the City of South San Francisco and El Cerrito, as well as supporting counsel for the City of Walnut Creek, and Town of Los Altos Hills, among other public agencies throughout California. Prior to Redwood Public Law, Schuyler worked as an attorney for the California State Water Resources Control Board where she advised the Department of Financial Assistance on funding for drinking water and clean water projects. Her experience includes reviewing compliance documents, PRA requests, and CEQA/NEPA documents.



Additional Team Member: Lindsay D'Andrea, Partner

Lindsay serves as General Counsel for the Tri-Valley Transportation Council and Assistant General Counsel for the Santa Cruz Regional Transportation Commission, Ventura County Transportation Commission, and the Sunol Smart Carpool Lane Authority. Lindsay has a special expertise and interest in public contracting and procurement; funding issues and associated agreements; land acquisition, and land use and the California Environmental Quality Act.



Additional Team Member: Erica Gonzalez, Senior Associate

Erica provides advice and counsel to cities, counties and special districts of all types throughout the state. She currently serves as Assistant City Attorney for the City of San Leandro and General Counsel for the Sweetwater Springs Water District and West Valley Sanitation District. As an experienced litigator, Erica handles all aspects and stages of litigation for both private and public clients and has experience in both state and federal court. Erica has also advised and counseled public entities on risk management and claim handling.

Firm's References

Town of Windsor

Jon Davis
Town Manager
(707) 838-5335
jdavis@townofwindsor.com

City of Cloverdale

David Kelley
City Manager
707-894-1710
dkelley@ci.cloverdale.ca.us

Oro Loma Sanitary District

Jimmy Dang
General Manager
(510) 276-4700
jdang@oroloma.org



Alex J. Mog
Senior of Counsel

(510) 877-5824
alex.mog@redwoodpubliclaw.com

About Alex

Alex Mog is Senior Of Counsel with Redwood Public Law. He currently serves as City Attorney for the City of Cloverdale and the General Counsel of the Oro Loma Sanitary District and Bodega Bay Public Utility District. He also serves as Assistant City Attorney and special counsel for a number of cities in Northern California, including for Windsor and Union City.

Alex has handled numerous unique legal and regulatory challenges. His areas of focus include real estate, housing, economic development, land use, and municipal finance. As part of his municipal finance practice, Alex assists cities and special districts with enacting development impact fees, adopting increased utility charges and connection fees, establishing assessment districts and community facilities districts, and enacting tax increases. In connection with these matters, Alex advises clients on compliance with Proposition 13, Proposition 218, the Mitigation Fee Act, and the Mello-Roos Community Facilities District Act.

Alex's real estate and economic development practice involves assisting clients with housing developments and real estate transactions. He frequently prepares leases, purchase and sale agreements, development agreements, easements, deed restrictions, loan documents, and affordable housing regulatory agreements for public agencies. In addition, Alex advises clients on various land use and planning issues.

Alex regularly counsels public agencies on the full range of public law matters, including code enforcement, Political Reform Act compliance, the Brown Act, the Public Records Act, and public contracting. While in law school, Alex externed for the Honorable Jon S. Tigar of the U.S. District Court for the Northern District of California and served as an editor for the Hastings Law Journal.

Areas of Expertise

Municipal & Special District Law
Economic Development
Public Contracts
Public Finance
Land Use
California Public Records Act
Housing
Real Estate

Education

University of California College of the Law, San Francisco (formerly Hastings College of the Law), JD, magna cum laude (2014)

University of California at Los Angeles, BA, cum laude, Political Science (2010)



Sky Woodruff

Partner

(510) 877-5840

sky.woodruff@redwoodpubliclaw.com

About Sky

For over 20 years, Sky Woodruff has served as a trusted advisor to local agencies both as general counsel and as special counsel on elections and tax, fee, and assessment matters. As a City Attorney, Sky and his team collaborate with clients on day-to-day local government operations, as well as complex, high-stakes issues that map the future of a community. He has worked with cities, counties, and special districts on dozens of ballot measures to raise revenue, set land use policy, protect public health, and regulate industry. Local government officials and consultants regularly seek his advice to identify options for enhancing revenue and protecting existing revenues against challenges.

Sky approaches his work as a member of client teams, attempting to understand their goals, identifying and strategizing about risks, and communicating the highest quality legal analysis to achieve desired outcomes. Serving as city attorney for a diverse range of cities, Sky has helped new cities chart their initial course and established cities' plans for the future through land use and finance. He has focused on revenue enhancement and stability, economic development, and housing and commercial development in line with each community's character. He has negotiated deals and processed land use approvals, while collaborating on long-range plans for financing significant infrastructure projects to meet the needs of future residents and businesses.

As elections counsel, Sky has advised local governments on agency-sponsored ballot measures, local recalls, and citizens' initiatives and referendums — including all forms of taxes, land use policy, water fluoridation, solid waste franchises, internal government organization, and roadway design policies. As a member of litigation teams, he has defeated a referendum to stop the 49ers stadium; defended Oakland's "strong mayor" charter amendments; protected decisions about contracting for services; and represented Alameda County in a high-profile election contest.

Sky serves as City Attorney for South San Francisco, El Cerrito, and Larkspur, and as General Counsel for Regional Government Services Authority. A frequent presenter on local government elections and revenue topics, he was also among the authors of the 2017 comprehensive update of the Proposition 26 and 218 Implementation Guide, published by CalCities.

Areas of Expertise

Municipal & Special District Law

Local Government, Fees, & Assessments

Local Elections Law

Public Finance

Land Use & CEQA

Energy, Public Power, and Telecommunications

Joint Powers Authority Formation, Governance, Dissolution

California Public Records Act

California Political Reform Act & Government Code 1090

Education

University of California at Berkeley, School of Law, JD (1998)

Georgetown University Walsh School of Foreign Service, BS, Humanities and International Affairs, summa cum laude and with honors in History (1994)



Schuyler Schwartz

Associate

(510) 877-5827

schuyler.schwartz@redwoodpubliclaw.com

About Schuyler

Schuyler Schwartz is an Associate at Redwood Public Law and provides advice and counsel to cities, counties and special districts of all types throughout the state.

Prior to joining Redwood Public Law, Schuyler worked as an attorney for the California State Water Resources Control Board where she advised the Department of Financial Assistance on funding for drinking water and clean water projects. Her experience includes compliance documents, PRA requests, and CEQA/NEPA review. Additionally, she has drafted loan, grant, and Installment Sale Agreements with cities, counties, schools, special districts, and Native American tribes.

She currently serves as Assistant City Attorney for the City of South San Francisco and El Cerrito, as well as supporting counsel for the City of Walnut Creek, and Town of Los Altos Hills, among other public agencies throughout California.

Prior to Redwood Public Law, Schuyler worked as an attorney for the California State Water Resources Control Board where she advised the Department of Financial Assistance on funding for drinking water and clean water projects. Her experience includes reviewing compliance documents, PRA requests, and CEQA/NEPA documents. Additionally, she drafted loan, grant, and Installment Sale Agreements with cities, counties, schools, special districts, and Native American tribes.

Schuyler graduated from the University of California College of the Law, San Francisco (formerly UC Hastings College of the Law) in 2020. While in law school, Schuyler focused on Environmental Justice and Water Law through coursework and externships. For her undergraduate degree, she attended Lewis & Clark College and graduated in 2015 with a B.S. in Environmental Studies and a B.A. in French Studies.

Areas of Expertise

Municipal & Special District Law

Education

University of California College of the Law, San Francisco, JD (2020)

Lewis and Clark College, BS, Environmental Studies and BA, French Studies (2015)



Lindsay D'Andrea
Partner

(510) 877-5825

lindsay@redwoodpubliclaw.com

About Lindsay

Lindsay D'Andrea serves as General Counsel for the Tri-Valley Transportation Council and Assistant General Counsel for the Santa Cruz Regional Transportation Commission, Ventura County Transportation Commission, and the Sunol Smart Carpool Lane Authority. She also serves as special counsel to the Alameda County Transportation Commission and San Francisco County Transportation Authority. In addition, Lindsay serves as Assistant City Attorney for the cities of Walnut Creek and South San Francisco.

Lindsay has a special expertise and interest in transportation agency work and issues. She has significant experience representing public agencies on transit-oriented and large-scale campus development projects, including negotiating and drafting development agreements and purchase and sale agreements. She also has substantial experience and expertise in public contracting and procurement; transportation funding issues and associated agreements; land acquisition, disposition, and entitlement; the California Public Records Act; the Mitigation Fee Act, the Brown Act, and the California Environmental Quality Act.

She has advised her clients on updates of organizational documents, conflict of interest codes, and interagency agreements, including preparation of JPA and administrative code amendments, and form cooperative agreements.

Areas of Expertise

Municipal & Special District Law
Transportation & Infrastructure

Education

University of Georgia School of Law,
JD, cum laude (2010)

University of Georgia, BA, Political
Science, magna cum laude with
Honors (2006)



Erica C. Gonzales
Senior Associate

(510) 877-5817

erica.gonzalez@redwoodpubliclaw.com

About Erica

Erica Gonzalez is a Senior Associate at Redwood Public Law and provides advice and counsel to cities, counties and special districts of all types throughout the state. She currently serves as General Counsel for Sweetwater Springs Water District and West Valley Sanitation District and as Assistant City Attorney for the City of San Leandro.

Prior to joining the firm, Erica worked as an Associate Attorney at a boutique law firm in San Francisco with a focus on public entity defense. She has a unique background in defending various types of public entities, including cities, municipalities, special districts, recreation districts, and transportation agencies in matters involving tort liability claims, design defect and dangerous condition of public property.

As an experienced litigator, Erica handles all aspects and stages of litigation for both private and public clients and has experience in both state and federal court. Erica has also advised and counseled public entities on risk management and claim handling.

Areas of Expertise

Municipal & Special District Law

Education

Thomas Jefferson School of Law, JD,
(2011)

University of California at Berkeley,
BA, Social Welfare and Minor in Public
Policy (2001)



Description of Services

The attorneys of Redwood Public Law LLP serve as the City Attorney for fourteen (14) cities and General Counsel for over thirty (30) special districts in Northern California, as well as special counsel to numerous other public agencies. Our clients range from small cities to very populous jurisdictions, and are as varied as California. Our priority is to become trusted strategic advisors for our clients, to assist them in implementing their goals and priorities.

Redwood attorneys have the diverse expertise necessary to advise Sebastopol on the wide range of issues facing a city in the ever-changing California legal environment. From day-to-day options, to emergency situations, we have the experience to assist Sebastopol with any issue that may arise. We have the capability to pull on the extensive expertise of our entire firm, as necessary. Our firm is built of attorneys with expertise in a range of subject matters, including but not limited to:

Affordable Housing	Local Elections Law - Initiative, Referendum,
The Brown Act	Recall, Campaign Finance, District Elections,
California Drought - Legal Services & Resources	Local Government and Non-Profit Ethics
California Political Reform Act and Government	Compliance
Code 1090	Local Government Reorganizations and
California Public Records Act	Annexations
Charter Amendments	Local Government Taxes, Fees and Assessments
Climate Change and Green Initiatives	Municipal and Special District Law
Code Enforcement and Nuisance Abatement	Open Meeting Laws
Construction Claim and Dispute Resolution	Prevailing Wage Law and Project Labor
Design Build Procurement	Agreements
Economic Development and Redevelopment	Public Contracting
Energy, Public Power and Telecommunications	Public Finance
Housing	Real Estate
General Counsel Services	State and Federal Grant Procurement
Joint Power Authority Formation, Governance,	and Infrastructure Related Development
Dissolution	Transportation and Infrastructure
Land Use and CEQA	

There are a limited number of practice areas identified in the Request for Qualifications that Redwood Public Law does not provide, such as workers compensation, tort claim defense, and foreclosure. Whenever an issue arises that requires expertise that the firm does not have, we will ensure that expert outside counsel are retained. We have experience working collaboratively and efficiently with outside counsel to ensure the City receives the highest quality legal services in a cost-effective manner.



Rates & Charges

Means of Compensation

Redwood Public Law, LLP proposes to charge for its services on an hourly basis. Hourly rates will differ depending on the attorney providing the services and the complexity of the matter.

Fee Schedule

Rates & Charges: Breakdown by Position

Title	General Services	Specialty Services	Cost Recovery Rate
Partners	\$345	\$375-\$475	\$400-\$495
Of Counsel	\$330	\$350-\$425	\$395-\$475
Assoiates	\$310	\$325-\$375	\$350-\$425
Paralegal	\$205	\$215	\$225

General Services

General Services include routine legal services related to the day-to-day operation of the City. General or routine legal services include:

- Attendance at regular or special City Council meetings;
- Planning Commission or other subordinate body meeting attendance, if requested;
- Review, revision, and/or preparation of routine agenda items, staff reports, resolutions, ordinances and agreement;
- Brown Act and other open meeting requirements advice and analysis;
- Advice and counsel regarding Government Claims Act and coordination with City staff, claims administrators, and risk pool staff;
- Routine analysis of other laws applicable to public agencies;
- Conflicts of interest and ethical laws advice and analysis;
- Meetings with City Council Members as requested to discuss City business;
- Public Records Act advice and assistance with routine public records requests;
- Routine legal advice and guidance to the City Council, the City Manager, and staff;
- Staff meeting attendance, as requested;
- Status updates to the City Council and staff on general legal services matters;
- Updates on new legislation and case law which could affect the City; and
- Training and preparation of training materials for City elected and appointed officials and staff.



Special Services

Special services are non-routine matters involving specialized areas of law that require advanced expertise and specialized knowledge. Special services include:

- Analysis and advice regarding CEQA and environmental issues;
- Cost-recovery services (legal services charged to third parties);
- Tax and public financing matters;
- Election law matters;
- Eminent domain services;
- Enterprise and special fund services;
- Financing mechanism formation (such as assessment, tax, and financing district formation);
- Labor and employment matters:
- Land use matter advice and analysis;
- Litigation (including pre-litigation claims handling, mediation, arbitration, administrative proceedings, and other formal hearings and proceedings);
- Construction and Facilities matters;
- Public Works contracting matters, including claims and disputes;
- Real estate matters (such as property acquisition and sale);
- Housing matters; and
- Successor Agency matters.

Time of Attorneys representing the City on non-routine matters will be charged at the applicable rate for non-routine matters, including where such non-routine work includes attendance at City Council meetings, meetings with City officials, etc.

Redwood will bill the City for reimbursement costs incurred in providing services to the City, such as express mail, postage, court costs, and mileage. Redwood will bill for the actual costs incurred, except for mileage which will be reimbursed at the IRS rate.

Redwood generally adjusts its rates on July 1 of each year, pursuant to the annual change in the Consumer Price Index, CPI-U published by the U.S. Department of Labor statistics for the San Francisco Bay Area, all items, not seasonally adjusted, rounded up to the nearest \$5 per hour.

Working Within Budget

We understand the budgetary pressures facing Sebastopol and will always be mindful of controlling legal costs. We have experience working with other small cities within limited budgets to ensure that legal services are provided in a cost-effective manner. We use the following strategies with all of our clients to help lower costs:

- Preparation of standard contract forms and provision of staff training and materials to minimize the need for attorney services for routine contracts.
- Preparation of standard response forms, and preparation and presentation of staff training and materials to reduce reliance on attorney services for responding to routine public records requests.
- Structuring legal service matters according to department, enterprise, and cost center to assist in allocating legal service costs and tracking and prioritizing legal services with minimal staff effort.
- Coordination with other clients on matters of mutual interest to provide, where possible and desirable, coordinated legal representation and reduced legal service costs.



We create and use different cost containment strategies, which we develop in coordination with the client. We strive for a proactive work approach with clients such that, if a client asks us to research a particularly complex issue, we may advise the client of the possible cost so that the client may decide the scope of the research, and whether there are cost efficient approaches to finding the information.

There is no “one size fits all” approach to managing legal costs. We propose a collaborative approach to meet the City’s budget expectations. As City Attorney, Alex will lead an initial meeting to understand the City’s specific budget requirements. Our firm will then work closely with the City Manager to develop an efficient plan that enables us to fulfill our duties while staying within budget. Furthermore, we always ensure that the City Manager is aware of any significant projects or issues that may have a material budgetary impact.

However, more than anything else, the most effective way to manage legal costs is for the City Attorney to engage regularly and early on important issues so that they can be addressed before they grow in seriousness and require special services or litigation.

Payment & Billing

Time is billed in minimum increments of one-tenth (0.1) of an hour. Redwood will bill the City on a monthly basis. Redwood will send the City monthly statements showing attorney fees and costs incurred and their bases. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless you request a statement. We request that any balance be paid in full within 30 days after the statement is sent.

If the City ever has any questions regarding payment or billing, we encourage you to promptly bring those questions to our attention, so we can respond promptly.

In-Service Training

We propose to conduct an initial meeting with the City Manager to explore and address your City’s training needs. Our objective is to collaboratively devise a comprehensive plan aimed at delivering effective training services while ensuring adherence to budgetary constraints. We have extensive experience providing training on a wide variety of topics, including AB 1234 Ethics training, the Brown Act, Public Records Act, Conflicts of Interest, harassment prevention, and implicit bias training.



Availability & Commitment

Availability & Commitment

Each attorney from Redwood Public Law will remain fully committed to providing service to the City of Sebastopol during the entire duration of their duties, providing prompt responses with no conflicts of interest.

Our team will serve the City of Sebastopol from our Oakland Office at:

409 13th Street, Suite 600
Oakland, CA 94612

Redwood Public Law thoroughly appreciates this opportunity to work with the City of Sebastopol, and is committed to providing the highest quality legal services in a timely and collaborative manner to meet the City's particular needs. Our team and the firm as a whole understand the importance of consistency and continuity in legal representation. Our senior attorneys are actively engaged and hands-on with client matters—even as day-to-day activities may be handled by associate attorneys and paralegals when appropriate and cost-efficient to do so. This enables the senior attorneys to provide the oversight and continuity that ensure quality service while keeping costs reasonable for the client.

Proposed Attorney's Roles



Alex J. Mog
Proposed City Attorney



Sky Woodruff
Proposed Formal Backup



Schuyler Schwartz
Proposed Assistant City Attorney



Lindsay D'Andrea
Proposed Attorney Providing Services



Erica C. Gonzales
Proposed Attorney Providing Services

Firm's Capacity

Redwood Public Law recognizes the key to being a strong firm is proactively anticipating the needs of our clients and effectively juggling varied tasks with overlapping deadlines, including those that require a short turnaround. Given our firm's resources, in both its institutional knowledge and our individual attorneys, we can respond rapidly to matters regardless of their complexity and deadlines.

We are fully staffed to support the City of Sebastopol, as all of our personnel have experience in public law and many possess a specialty background that would well serve you in the full scope of your needs, as outlined in the RFQ.

We offer a strong pool of attorneys and associates who work side-by-side to create meaningful impact for our clients. All of our attorneys have experience in public law, with many possessing a background in the areas of environmental law, litigation, real estate and housing, and eminent domain. In addition, the firm employs staffing for human resources, accounting, marketing, conflicts, records, information technology, and facilities.



Communications



Our Approach

Redwood Public Law, LLP proposes a collaborative and efficient approach to the provision of legal services to The City of Sebastopol. We ensure that attorneys who are assigned have not only the background and experience to advise our client, but also the time to carefully strategize and thoroughly delve into the issues. Attention to team assignments and time management has been key to our success in representing public entities.

Our team and the firm as a whole understand the importance of consistency and continuity in legal representation. Our senior attorneys are actively engaged and hands-on with client matters—even as day-to-day activities may be handled by associate attorneys and paralegals when appropriate and cost-efficient to do so. This enables the senior attorneys to provide the oversight and continuity that ensure quality service while keeping costs reasonable for the client.

Means of Communication

The proposed City Attorney, Alex Mog, will be the designated point of contact for the City of Sebastopol. Our team will keep Alex up to date, copying him on any necessary correspondence and ensuring that he is equipped with the proper information. Any new requests will go through Alex in order to ensure that the most appropriate individual performs the work, depending on the subject matter and complexity.

Our proposed team strives to return every phone call or email within a few hours of receiving the contact, with a maximum turnaround of 24 hours. If additional time is necessary before we can provide a substantive response, we still timely respond in order to acknowledge receipt and provide an estimate of when a full response will be provided.



We will ensure that we are easily accessible via various methods, including email and video/phone conferences, even when away from the office, or in service of an urgent meeting. These meetings are useful in identifying issues, updating the status of cases or matters, and setting expectations on future tasks.

We are open to communicating advice orally, via virtual meeting, or via email, depending on the issue and the context. We can meet with you wherever you are and however you want.

Keeping Sebastopol Informed

Clear and responsive communications with the City of Sebastopol will be the priority, ensuring that all perspectives are heard and respected, in order to lay the groundwork for a collaborative, cohesive relationship to move your City forward. We have the background to answer most questions quickly, the instincts to know when to dig deeper (depending on what the circumstances warrant), and the understanding of real world implications.

We work hard to ensure that our clients are not “surprised” by unexpected issues or developments in a case. We further provide regular written case status reports to update our clients on pending matters. Of course, we are also available on an as-needed basis as issues arise outside of regular project team meetings or written status reports.

Regular Reports

We understand that you may require regular reports, updating you on our attorneys and the particular matters they are working on. If retained, we will meet with you to discuss the types of reports you would be interested in receiving and strategize a timeline (weekly, monthly, etc.) for you to receive them.

We will keep you informed on the status of projects, requests, and litigation. Some clients prefer a detailed matrix (summarizing the status of open matters, the individuals involved, and the responsible attorney), others request a brief status memorandum, while others tell us they do not want a monthly formal update, relying instead on our monthly billing statements. Further, some clients want to receive the information in person, via email, a periodic phone conference, or a combination of any of these options. We are committed to working with the City to ensure that we communicate and work with each individual in the manner they desire.

When we serve as counsel to a county, city, or town our goal is to become a strategic partner in helping that agency implement its public service mission, goals and mandates. We have the well-proven expertise and specialty experience required to serve Sebastopol in the most efficient and cost-effective manner.



Actual or Perceived Conflicts

Redwood Public Law, LLP has no actual or perceived conflicts of interest related to its potential representation of the City of Sebastopol.

We represent many public agencies in Sonoma County and California and accept new engagements all the time. It is virtually inevitable that Redwood Public Law, LLP will work on projects for other clients having different governmental or political objectives, beliefs, or views from the City. We will advise and/or seek approval from the City in accordance with rules and laws applicable to conflicts of interest in matters where the objectives or interests of the City may differ from or conflict with those of other Redwood Public Law, LLP clients or potential clients.

If any dispute arises, we will follow the professional rules of conduct.

Additional Information

Why Redwood Public Law?

At Redwood Public Law we pride ourselves on providing exceptional and extraordinary client service. We invest in our client's success and are valued strategic partners in assisting clients in implementing policy priorities set by their governing body.

Quality and client service are at the heart of Redwood Public Law's success. To develop a deeper understanding of how legal issues impact every aspect of daily operations, we invest time in gaining a "big picture" view of each client. In doing so, we combine the broad reach of the entire firm with the flexibility of a medium-sized team.

Our team includes attorneys with professional experience in the public, private, and non-profit sectors. By bringing together diverse lawyers who possess specialized experience with broad-based legal knowledge, and by training lawyers to undertake significant responsibility early in their careers, we can achieve excellent results with efficient and cost-effectively staffed teams. Our aim is to create an inclusive and collegial environment that promotes growth and success for lawyers at all stages of their careers. In turn, our clients are guaranteed to receive the highest quality of service, ultimately leading to long lasting working relationships.