



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

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**File ID:** 2019-00145

March 26, 2019

**Consent Item 01**

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**Title:** Supplemental Agreement with Porter Scott for Litigation Services

**Location:** Citywide.

**Recommendation:** Pass a Motion amending contract #2017-1205 with Porter Scott to an amount not to exceed \$350,000 for litigation assistance in the lawsuit *York v. City of Sacramento*.

**Contact:** Brett M. Witter, Supervising Deputy City Attorney, (916) 808-5346, Office of the City Attorney

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Amendment to Contract 2017-1205

## Description/Analysis

**Issue Detail:** Staff is seeking Council approval to supplement the current legal services agreement with Porter Scott, a Professional Law Corporation, to an amount not to exceed \$350,000 for expenses associated with the litigation entitled *York v. City of Sacramento, et al.* This amendment is necessary as the original contract was created prior to receipt of a full budget for the litigation. This amendment reflects the anticipated budget for this matter through trial.

The City Attorney's Office maintains a pre-approved list of qualified outside counsel available to assist with litigation matters. Porter Scott has been selected as the most qualified firm to strongly represent and defend the City's interest in this lawsuit.

It is recommended that the Council authorize the City Attorney to enter into a contract for legal services with Porter Scott in an amount not to exceed \$350,000.

**Policy Considerations:** This funding is required to secure representation and defense of the City and its employees in this litigation.

**Economic Impacts:** Not applicable.

**Environmental Considerations:** Contracting for outside legal services is an administrative activity that will not result in direct or indirect physical changes in the environment and is not a project subject to CEQA review. CEQA Guidelines section 15378 (b) (5).

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The retention of outside counsel was necessary in this matter to avoid a potential conflict of interest on the part of the City Attorney's Office. The ongoing representation is required to ensure an adequate defense of the City and named employees.

**Financial Considerations:** There will be no additional impact to the General Fund. The litigation is being funded by the City's Risk Fund, and there is adequate funding in the current budget.

**Local Business Enterprise (LBE):** Porter Scott is an LBE.

SUPPLEMENTAL AGREEMENT

Project Title: York v. City of Sacramento

Date: 02-26-2019

Purchase Order #:

Supplemental Agreement No.: 1

The City of Sacramento ("City") and Porter Scott, A Professional Corporation ("Attorney"), as parties to that certain Legal Services Agreement designated as Agreement Number 2017-1205, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The scope of work is changed to reflect the budget provided by Attorney as requested by City. This amendment reflects the anticipated cost of taken the subject litigation through to judgment after trial.

- 2. The term of this agreement is amended as follows:

There is no change in the term of the agreement.

- 3. In consideration of the additional and/or revised services described in section 1 and 2, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$105,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Table with 2 columns: Description and Amount. Rows include Agreement's original not-to-exceed amount (\$50,000), Net change by previous supplemental agreements (\$0), Not-to-exceed amount prior to this supplemental agreement (\$50,000), Increase by this supplemental agreement (\$300,000), and New not-to exceed amount including all supplemental agreements (\$350,000).

- 4. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Signature of Brett M. Witter

Brett M. Witter

Approved As To Form By:

Signature of City Attorney

City Attorney

Approved By:

Signature of Nancy Sheehan

Nancy Sheehan, Porter Scott, APC

Approved By:

Susana Alcalá Wood, City Attorney

Attested To By:

City Clerk