

**ITEM 6.A.**

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** David A. Bobardt, Community Development Director   
Prepared by: Tracy J. Oehler, Administrative Specialist 

**DATE:** September 4, 2013 (CC Special Meeting of 09/11/13)

**SUBJECT:** Consider Additional Professional Services Regarding Grimes Rock Mining Facility Expansion Final Environmental Impact Report (EIR) and Authorize the City Manager to Execute Retainer Agreement

**BACKGROUND/DISCUSSION**

An Agreement with the Sohagi Law Group for professional services regarding Grimes Rock Mining Facility Expansion Final EIR was executed on June 20, 2013, for a not-to-exceed amount of \$40,000.00 without prior authorization. On June 28, 2013, the City Manager approved an additional \$4,777.80 for a total amount of \$44,777.80.

The City's Municipal Code does not allow the City Manager authority to approve contracts that exceed \$50,000.00 therefore, the City Council is now being asked to consider a retainer agreement for additional professional services increasing the compensation by \$29,250.00 to a new total not-to-exceed amount of \$74,027.80, which includes a \$10,000.00 contingency subject to City Manager approval.

**FISCAL IMPACT**

There is no additional appropriation requested at this time. The Planning Department's FY 2013/14 adopted budget includes \$170,000.00 in Special Professional Services (Expenditure Account 9103) from the General Fund (1000) for the Housing Element and General Plan Environmental Impact Report Land Use and Circulation Element Planning Services. The department is proposing to transfer \$29,250.00 to the Legal Services – Non Retainer (Expenditure Account 9122).

**STAFF RECOMMENDATION**

Approve the increase in compensation by \$29,250.00 with a new not-to-exceed amount of \$74,027.80 and authorize the City Manager to execute the retainer agreement for professional services, subject to final language approval of the City Manager.

Exhibit A – Amendment No. 1 to Professional Services

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
THE SOHAGI LAW GROUP FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and the Sohagi Law Group, a public limited company ("Consultant") for professional services ("Agreement"), is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

WHEREAS, on June 20, 2013, the City and Consultant entered into an Agreement to have the Consultant provide professional services regarding Grimes Rock Mining Facility Expansions Final EIR; and

WHEREAS, the City and Consultant now desire to increase the compensation for services to be performed by Consultant by a total contract value of seventy-four thousand twenty-seven dollars and eighty cents (\$74,027.80), and document said agreement to amend by jointly approving Amendment No. 1 to the Agreement.

**NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:**

I. SCOPE OF WORK, is amended to include the additional professional services to be performed by Consultant as set forth in Exhibit A.

Consultant shall perform the tasks described and set forth in Exhibit A. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit A.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit A. Compensation shall not exceed the new total not-to-exceed amount of seventy-four thousand twenty-seven dollars and eighty cents (\$74,027.80), which includes a ten thousand dollar (\$10,000.00) contingency amount, without the written authorization of the City Manager.

II. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

CITY OF MOORPARK

THE SOHAGI LAW GROUP

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Margaret Moore Sohagi

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

MARGARET MOORE SOHAGI  
NICOLE HOEKSMAS GORDON

R. TYSON SOHAGI  
CHRISTOPHER S. BURT

ALBERT I. HERSON  
THOMAS JACOBSON  
ALISON L. KRUMBEIN  
ANNE C.H. LYNCH  
HELENE V. SMOOKLER  
PHILIP A. SEYMOUR

OF COUNSEL

**EXHIBIT A**  
**THE SOHAGI LAW GROUP**

A PROFESSIONAL LAW CORPORATION  
11999 SAN VICENTE BOULEVARD, SUITE 150  
LOS ANGELES, CALIFORNIA 90049-5136  
TELEPHONE (310) 475-5700  
FACSIMILE (310) 475-5707  
www.sohagi.com

SACRAMENTO OFFICE  
1104 CORPORATE WAY  
SACRAMENTO, CALIFORNIA 95831  
TELEPHONE (916) 395-4491  
FACSIMILE (916) 395-4492



September 10, 2013

Steve Kueny, City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

*Re: Retainer Agreement for Additional Professional Services*

Dear Mr. Kueny:

Per your request, The Sohagi Law Group, PLC will provide additional legal advice to the City of Moorpark regarding Grimes Rock Mining Facility Expansion Final EIR.

At the City's request, and pursuant to our rate sheet attached hereto, The Sohagi Law Group will perform the following additional tasks (time and materials) at a budget of not to exceed \$19,250 without prior authorization plus \$10,000 for additional services, subject to prior approval from the City Manager.

SLG Tasks requested by City:

- Prepare for and attend meetings and hearings (including 09/04/13 closed session by telephone, 09/12/13 meeting with County and 10/01/13 BOS appeal)
- Draft letter to County Board of Supervisors appealing project approval and EIR certification
- Additional services subject to prior approval from the City Manager

THE SOHAGI LAW GROUP, PLC

Steve Kueny, City Manager  
*City of Moorpark*  
September 10, 2013  
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Estimated 55 hours at \$350 = \$19,250.

Total (including \$10,000 subject to prior authorization) = \$29,250.

I will be the attorney primarily responsible for this matter with assistance by others as needed. Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter.

Our fees are set out in the attached rate sheet. If this accurately summarizes your understanding, please indicate your acceptance by signing, dating and returning this letter.

We look forward to working the City on this matter. Please do not hesitate to contact me should you have any questions or need more information concerning this matter.

Very truly yours,



MARGARET MOORE SOHAGI  
of THE SOHAGI LAW GROUP, PLC

APPROVED AND ACCEPTED:

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Steve Kueny  
City Manager  
City of Moorpark

**THE SOHAGI LAW GROUP, PLC**

**HOURLY RATES**

CLIENT shall pay ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rates and expense method of billing identified below. Fees and expenses are to be charged as set forth below. CLIENT will not pay ATTORNEY for travel time. CLIENT will reimburse ATTORNEY for the actual expenses related to the travel.

ATTORNEY structures its services with a primary partner contact for each client. MARGARET MOORE SOHAGI will act as the principal partner contact. She will be responsible for coordinating all matters pertaining to the matter as well as all billing, staffing needs, and regular reports. ATTORNEY's hourly rates are as follows:

<b>Principal:</b>	\$350
<b>Partner</b>	\$350
<b>Counsel I:</b>	\$350
<b>Counsel II:</b>	\$325
<b>Associate I:</b>	\$300
<b>Associate II:</b>	\$275
<b>Associate III:</b>	\$250
<b>Paralegal:</b>	\$125
<b>Law Clerk:</b>	\$175

Travel: Actual Expense Only

Lodging and Meals: Actual – Not to exceed CLIENT per diem without prior authorization.

ATTORNEY bills monthly for work performed and costs advanced. ATTORNEY bills all overhead expenses, such as long distance telephone charges, facsimile transmission charges, photocopying and delivery expenses, as costs advanced. All overhead expenses will be billed at ATTORNEY's cost.