



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Deputy City Manager

Reviewed by: Joseph D. Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: July 28, 2022 Meeting date: August 8, 2022

Subject: Amendment to Professional Services Agreement with Stoel Rives LLP

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Stoel Rives LLP for a total contract amount not to exceed \$100,000.

FISCAL IMPACT: No additional appropriation is required. Funding for this amendment is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 100-7005-5100-00 (Legal Counsel – Professional Services).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This project is part of normal staff operations.

DISCUSSION: On March 15, 2022, the Los Angeles County Board of Supervisors voted to move high-risk juvenile prisoners to Camp Vernon Kilpatrick and to develop a plan for renovations of the facility within 120 days. Camp Vernon Kilpatrick is located in the Santa Monica Mountains north of Malibu.

The City contracts with Best, Best & Krieger LLP (BBK) to provide legal services including representing the City in litigation. Due to a conflict of interest, BBK is unable to represent the City in this matter.

On May 9, 2022, the City engaged Stoel Rives LLP to represent the City of Malibu with respect to potential litigation against the County of Los Angeles regarding 1) its plans for Camp Kilpatrick to be used as a permanent Secured Youth Track Facility (SYTF) for male youth and 2) the Santa Monica Mountains Local Coastal Program Amendment to

modify the standard of review under which resource-dependent uses, including low impact campgrounds, may be established in sensitive habitats. The agreement amount was not to exceed \$25,000.

On July 13, 2022, Stoel Rives LLP sent a letter to the County regarding the City's objections to the County's compliance with the California Environmental Quality Act ("CEQA") related to the permanent SYTF designation of Camp Vernon Kilpatrick. The City requested additional information about the project and an analysis of its environmental effects under CEQA.

At this time, if the Council wishes to continue its objections to the County's plan to move high-risk juvenile prisoners to Camp Vernon Kilpatrick, additional legal services are needed. To this end, staff recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Stoel Rives LLP increasing the budget for the work by \$75,000 for a total contract amount not to exceed \$100,000.

ATTACHMENTS: 1) Amendment No. 1 to Professional Services Agreement with Stoel Rives LLP

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO that May 9, 2022 Engagement Letter and Advanced Waiver is made and entered in the City of Malibu on August 8, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Stoel Rives, LLP, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On May 9, 2022, the City entered into an Agreement with Consultant for legal services (the "Agreement").

B. The City desires to amend the Agreement to authorize an additional seventy-five thousand dollars (\$75,000.00) for a total amount not to exceed one hundred thousand dollars (\$100,000.00).

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. City and Consultant agree that the authorized budget for the Agreement is increased by seventy-five thousand dollars (\$75,000.00) for a total amount not to exceed one hundred thousand dollars (\$100,000.00). Any amount in excess of this amount shall require written approval by the City.
2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of August 9, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT:



By: STOEL RIVES LLP
Timothy Taylor
Lindsay Puckett