

**M E M O R A N D U M**  
OFFICE OF THE  
**COUNTY EXECUTIVE**  
COUNTY OF PLACER

**TO:** Honorable Board of Supervisors  
**FROM:** David Boesch, County Executive Officer  
**BY:** Maryellen Peters, Deputy County Executive Officer  
**DATE:** September 10, 2013  
**SUBJECT:** Regional Sewer Project

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**ACTION REQUESTED:**

Approve a contract amendment with the Law Firm of Hanson Bridgett for legal services related to Regional Sewer in the amount of \$75,000, for a total amount not to exceed \$300,000, and funded by the Sewer Maintenance District 1 capital project with no net County cost.

**SUMMARY:**

On March 13, 2012, your Board directed staff to pursue a Regional Solution to regulatory compliance for Sewer Maintenance District 1. The Regional Sewer project is currently proceeding in cooperation with the City of Lincoln. On May 22, 2012, your Board approved the office of Hanson Bridgett to draft and negotiate the construction and operating agreements with the City of Lincoln. This contract was amended on October 9, 2012 to increase the contract amount by \$75,000. The contract was again increased on March 26, 2013 not to exceed \$225,000.

**BACKGROUND:**

The Office of County Counsel has provided services to Facility Services with regard to the design, bid and award bid documentation relative to the SMD 1 upgrade. However, the Regional Sewer project involves both a complex multi-jurisdictional process with a relatively tight time frame. Due to constrained staffing, the office of Hanson Bridgett was retained in cooperation with the Facility Services Department, Risk Management Division of the County Executive Office and County Counsel to assist with this matter.

The firm of Hanson Bridgett is a well-known and well-respected law firm that has a regional office in Sacramento. The firm has done work for the County in the past and is particularly known for its expertise in construction and contractual relationships. The team is led by William Taylor, with assistance from his partners, Frank J. DeMarco, Andre Campbell, and Joel Darrington. This expense has been covered by project costs already designated for regulatory compliance for SMD 1 fund. Outside legal services continue to be managed by Risk Management with input of County Counsel. County Counsel is involved to assist staff on the day-to-day design and review of the environmental requirements and County Counsel continues to act as liaison for outside counsel and the various County departments.

In order for the Board of Supervisors to be kept apprised of the project costs related to legal services an initial contract amount of \$75,000.00 was approved on May 22, 2012, which was amended to increase the contract amount by \$75,000 on October 9, 2012, and additional \$75,000 increase on March 26, 2013 for a total contract value of \$225,000.

Unanticipated requests for legal research and revisions were required by the State Water Board (SWB) and the State Revolving Fund (SRF). In addition, future governance issues were addressed to preserve the City of Auburn's ability to participate at a later date.

**RECOMMENDED ACTION:**

That the Board of Supervisors amend the contract with the Law Firm of Hanson Bridgett to increase the amount by \$75,000, to an amount not to exceed \$300,000, to assist the County with implementation of the Regional Sewer project.

**FISCAL IMPACT:**

The expense is anticipated to be covered by project costs already designated for regulatory compliance for SMD 1 fund. This is a \$75,000 increase over the amended contract amount of \$225,000 for a total contract of \$300,000 to prepare multiple agreements for the construction and operation of the regional Sewer Project.

Contract on file for review

AMENDMENT TO CONTRACT NUMBER CN60716  
TO PROVIDE PROFESSIONAL SERVICES  
**Legal Services - Regional Wastewater Project**

WHEREAS, the County of Placer and Hanson Bridgett, LLP., have heretofore entered into a Contract whereby professional services would be provided to the County; and

WHEREAS, the parties desire to amend said Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. That Paragraph 5 of the original contract shall be amended in that the contract ceiling shall be \$300,000 rather than \$225,000. Said paragraph shall read as follows:

“5. AMOUNT OF PAYMENT. County shall pay SECOND PARTY for services and reasonable costs and expenses incurred, as set forth in the Payment Schedule attached hereto as Exhibit “B” up to a maximum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).**

This amount is the initial authorization and additional expenditures, if any, may be authorized by the COUNTY when requested and approved in advance.”

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

DATED: \_\_\_\_\_

COUNTY OF PLACER

BY: \_\_\_\_\_

Jim Holmes, Chairman  
Board of Supervisors

DATED: \_\_\_\_\_

SECOND PARTY

BY: \_\_\_\_\_

William D. Taylor  
Hanson Bridgett, LLP

DATED: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

Office of Risk Management  
Maryellen Peters, Deputy CEO

DATED: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

Office of County Counsel

