

**STAFF REPORT**

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**SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE FIRE PROTECTION DISTRICT APPROVING A SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES FOR DISTRICT GENERAL COUNSEL AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE COASTSIDE FIRE PROTECTION DISTRICT**

Board of Directors of Coastside Fire Protection District:

**Recommendation:**

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2019-34, approving a Second Amendment to the Agreement for Services for District General Counsel with Aaronson, Dickerson, Cohn & Lanzone and authorize the Board President to execute the Second Amendment on behalf of the Coastside Fire Protection District.

**Background and Discussion:**

In March 2006, the Board of Directors appointed the firm of Aaronson, Dickerson, Cohn & Lanzone to provide legal services to the Coastside Fire Protection District and designated Jean Savaree as Department General Counsel. A copy of the contract with Aaronson, Dickerson, Cohn & Lanzone is attached for the Board of Directors' review. (Attachment 1) The billing rate was set at \$185.00 per hour. In 2015, the hourly billing rate was adjusted to \$240.00 per hour. There have been no further adjustments.

Aaronson, Dickerson, Cohn & Lanzone has now requested that the Board of Directors consider adjusting the hourly billing rate to \$278.00 per hour. This matches the billing rate approved by Central County Fire Department in 2019 for Aaronson, Dickerson, Cohn & Lanzone's legal services.

For comparison purposes, the following are the hourly rates for legal counsel to cities and some fire districts on the Peninsula:

Town of Atherton	\$12,800 per month retainer \$200 per hour
City of Brisbane	\$295 per hour city attorney services \$315 for labor law and labor negotiation \$365 for legal services reimbursed by a third party
City of Campbell	\$19,810 per month for 100 retainer hours \$313 per hour for hours over 100 retainer hours
Central County Fire Department	\$278 per hour
Town of Colma	\$16,800 per month for 80 retainer hours \$215 per hour for hours over 80 retainer hours
City of Cupertino	\$50,000 per month for 200 retainer hours \$220-375 per hour for hours over 200 retainer hours and for special projects
City of Foster City	\$12,535 per month for retainer \$286 per hour for non-retainer
City of Half Moon Bay	\$224 per hour for general legal services \$266 per hour for litigation services
Town of Hillsborough	\$235 per hour for basic legal services \$265-350 for special legal services
City of Los Altos	\$16,000 per month for 70 retainer hours \$225 per hour for hours over 70 retainer hours
City of Los Altos Hills	\$11,000 per month for basic general services \$325 per hour for non-retainer
Los Altos Hills County Fire District	\$250 per hour
City of Menlo Park	\$11,000 per month for 52 retainer hours \$250 per hour for hours over 52 retainer hours
Menlo Park Fire Protection District	No public information online
City of Millbrae	\$8,000 per month for retainer \$235-350 per hour for litigation and special projects

City of Pacifica	\$230 per hour for basic general services \$230-295 per hour for litigation and other services
Town of Portola Valley	\$275 per hour
City of San Carlos	\$12,058 per month for retainer \$278 per hour for litigation
San Mateo Consolidated Fire Department	\$60,000 a year for basic services \$375-500 per hour for extra services
City of Saratoga	\$232 per hour for up to 90 hours \$188-243 per hour in excess of 90 hours \$181-271 per hour for litigation
City of South San Francisco	\$244-276 per hour for general services \$244-303 per hour for successor agency issues \$290-385 per hour for litigation
Town of Woodside	\$286.00 per hour

**Conclusion:**

If adopted, the attached resolution would approve a Second Amendment to the Agreement for Services for Department General Counsel with Aaronson, Dickerson, Cohn & Lanzone to adjust the hourly billing rate to \$278.00.

**Attachments:**

1. Agreement for Services for District General Counsel
2. Resolution
3. Second Amendment to the Agreement for Services for District General Counsel

Respectfully submitted,

JEAN B. SAVAREE  
District Legal Counsel

**ATTACHMENT 1**

**AGREEMENT FOR SERVICES FOR  
DISTRICT GENERAL COUNSEL**



5. MONTHLY REPORTS AND LEGAL INFORMATION

General Counsel shall prepare a monthly report to the Fire Board, giving the current status of any legal actions in which the Half Moon Bay Fire Protection District may be involved, including code enforcement. General Counsel shall comment in the report on any new legislation or court cases that may affect the Half Moon Bay Fire Protection District.

General Counsel also shall be responsible for advising Half Moon Bay Fire Protection District officials on how to respond to these changes as well as drafting memorandum, guidelines, resolutions, ordinances, administrative rules or other procedures that she feels necessary for the Half Moon Bay Fire Protection District to comply with these changes in the law, when such drafting is requested by the Fire Board.

6. ACQUISITION OF LAND AND EASEMENTS

General Counsel shall provide the necessary legal services required in connection with the acquisition of land or easements up to the point that the Fire Board authorizes the commencement of eminent domain proceedings. General Counsel shall also perform legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and public utilities. General Counsel shall, if outside counsel is retained, coordinate work of outside legal counsel as directed by the Fire Board.

7. RELATED LEGAL SERVICES

General Counsel also shall perform such other related legal services for the Half Moon Bay Fire Protection District as may be requested by the Fire Board. General Counsel shall at all times endeavor to provide response to the Fire Board and staff inquiries concerning legal matters on a "same day" basis. The intent of this requirement is to provide Half Moon Bay Fire Protection District officials with an immediate initial contact on legal problems and not necessarily the final researched answers.

8. CONFERENCE ATTENDANCE

General Counsel shall be entitled to attend meetings and conferences such as the League of California Cities sponsored activities. She shall be entitled to reimbursement for registration, meals, lodging and transportation on the same basis as the department heads for attending similar conferences and meetings.

9. OUTSIDE LAW PRACTICE

General Counsel will be allowed to conduct an outside law practice.

10. LITIGATION DUTIES

- A. General Counsel shall represent the Half Moon Bay Fire Protection District in all legal proceedings, whether civil or criminal, required in the enforcement of the Half Moon Bay Fire Protection District's ordinances.
- B. As authorized by the Fire Board, General Counsel, or her representative, shall represent the Half Moon Bay Fire Protection District in legal proceedings and other litigation to which the Half Moon Bay Fire Protection District may be a party except where a conflict of interest exists, where the requirement of specialized legal expertise makes representation inappropriate or where, because of case load issues, additional assistance is required. In such situations, the Fire Board may request that General Counsel spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the Half Moon Bay Fire Protection District's interests.

11. ASSISTANT DISTRICT GENERAL COUNSEL

General Counsel has designated Gregory J. Rubens to act as Assistant District General Counsel. The Assistant District General Counsel will represent the Half Moon Bay Fire Protection District in cases where General Counsel is unable to act due to illness, vacation or other reason, or when General Counsel requires assistance.

12. COMPENSATION

Compensation for services provided per this Agreement shall be at the rate of \$185.00 per hour.

13. COSTS

General Counsel shall be entitled to be reimbursed by the Half Moon Bay Fire Protection District for all costs advanced on her behalf such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and the like.

14. OVERHEAD

Except as expressly provided, General Counsel shall pay all overhead incurred in providing General Counsel services to the Half Moon Bay Fire Protection District including, but not limited to rent of the law firm's office, telephone, secretarial, bookkeeping, reception, postage, stationery, office supplies, library, copying, taxes and licenses. Furthermore, telephone calls in which there is no substantive conversation between General Counsel or a member of her firm and a Board

Member or Half Moon Bay Fire Protection District staff shall be considered part of the overhead costs. General Counsel shall not charge for travel time to and from Fire Board meetings.

15. INSURANCE

General Counsel will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may raise out of or in connection with performance of the services by General Counsel or General Counsel's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-V."

15.1 COVERAGES AND LIMITS. General Counsel will maintain the types of coverages and minimum limits indicated below, unless District Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on General Counsel's indemnification obligations under this Agreement. Half Moon Bay Fire Protection District, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by General Counsel pursuant to this Agreement are adequate to protect General Counsel. If General Counsel believes that any required insurance coverage is inadequate, General Counsel will obtain such additional insurance coverage, as General Counsel deems adequate, at General Counsel's sole expense.

15.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE.

\$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

15.1.2 AUTOMOBILE LIABILITY. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

15.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if General Counsel has no employees and provides, to Half Moon Bay Fire Protection District's satisfaction, a declaration stating this.



- 15.1.4 **PROFESSIONAL LIABILITY**. Errors and omissions liability appropriate to General Counsel's profession with limits of not less than \$1,000,000 per claim.
- 15.2 **ADDITIONAL PROVISIONS**. General Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
- 15.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, Half Moon Bay Fire Protection District, its officers, agents, volunteers and employees will be named as additional insureds.
- 15.2.2 General Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
- 15.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to Half Moon Bay Fire Protection District.
- 15.3 **PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS**. Prior to Half Moon Bay Fire Protection District's execution of this Agreement, General Counsel will furnish certificates of insurance and endorsements to Half Moon Bay Fire Protection District.
- 15.4 **FAILURE TO MAINTAIN COVERAGE**. If General Counsel fails to maintain any of these insurance coverages, then Half Moon Bay Fire Protection District will have the option to declare General Counsel in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. General Counsel is responsible for any payments made by Half Moon Bay Fire Protection District to obtain or maintain insurance and Half Moon Bay Fire Protection District may collect these payments from General Counsel or deduct the amount paid from any sums due General Counsel under this Agreement.
- 15.5 **SUBMISSION OF INSURANCE POLICIES**. Half Moon Bay Fire Protection District reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.
- 15.6 **PRIMARY COVERAGE**. For any claims related to the services and this Agreement, General Counsel's insurance coverage will be primary insurance with respect to Half Moon Bay Fire Protection District, its officers, agents, volunteers and employees. Any insurance or self-

insurance maintained by Half Moon Bay Fire Protection District for itself, its officers, agents, volunteers and employees, will be in excess of General Counsel's insurance and not contributory with it.

15.7 REDUCTION IN COVERAGE/MATERIAL CHANGES. General Counsel will notify Half Moon Bay Fire Protection District thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

16. RECORDS, MONTHLY STATEMENTS AND AUDIT

General Counsel shall maintain careful and accurate records of all time spent by General Counsel to the closest    of an hour, and all reimbursable costs advanced by General Counsel's office in conjunction with Half Moon Bay Fire Protection District business. General Counsel shall render monthly statements to the Half Moon Bay Fire Protection District for the performance of all administrative and litigation services showing the services performed, the hours spent, the costs advanced and the amount General Counsel is entitled to receive from the Half Moon Bay Fire Protection District for the month. If approved, the sum shown to be due by such statement shall be paid to General Counsel by the Half Moon Bay Fire Protection District within thirty (30) days after said approval. Books of account and the time records of General Counsel pertaining to business transacted for the Half Moon Bay Fire Protection District shall be open to audit by the Fire Board, District Manager or their designee.

17. TERMINATION

This Agreement may be terminated upon either party giving the other sixty (60) days written notice. Upon the termination of this Agreement, General Counsel shall return to the Half Moon Bay Fire Protection District any Half Moon Bay Fire Protection District Code books received, active litigation files, and any files maintained on Half Moon Bay Fire Protection District matters by General Counsel.

18. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 8<sup>th</sup> day of March, 2006.

HALF MOON BAY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_

Board President

JEAN B. SAVAREE

By: \_\_\_\_\_

Jean B. Savaree

**ATTACHMENT 2**

**RESOLUTION**

RESOLUTION NO. 2019-34

A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES FOR DISTRICT GENERAL COUNSEL AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE COASTSIDE FIRE PROTECTION DISTRICT

**WHEREAS**, on March 8, 2006, the Board of Directors approved an Agreement with Aaronson, Dickerson, Cohn & Lanzone for legal services and appointed Jean B. Savaree as District General Counsel; and

**WHEREAS**, the billing rate was set in 2006 at \$185.00 per hour and was adjusted in 2015 to \$240.00 per hour; and;

**WHEREAS**, Aaronson, Dickerson, Cohn & Lanzone has requested that the Board of Directors adjust the contract rate to \$278.00 per hour; and;

**WHEREAS**, the Board of Directors wishes to do so.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of CFPD does hereby approve the "Second Amendment to the Agreement for Services for District General Counsel" with the firm of Aaronson, Dickerson, Cohn & Lanzone, attached hereto as "Exhibit A", with Jean B. Savaree continuing to serve as District General Counsel.

PASSED AND ADOPTED as a resolution of the Coastside Fire Protection District at the special meeting held on the 23<sup>rd</sup> day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Gary Burke, Board President

ATTEST:

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Fire Chief Ian Larkin, District Secretary

**SECOND AMENDMENT TO THE MARCH 8, 2006 AGREEMENT FOR SERVICES FOR DISTRICT GENERAL COUNSEL**

This document constitutes the Second Amendment to the Agreement for Services for District General Counsel entered into as of the 8<sup>th</sup> day of March, 2006 by and between the Coastside Fire Protection District hereinafter called "DISTRICT" and Aaronson, Dickerson, Cohn & Lanzone, hereinafter called "ADC&L". (See Exhibit A.)

**RECITALS**

This Second Amendment is entered into with reference to the following facts and circumstances:

- A. DISTRICT desires to amend the provisions of the Agreement for Services for District General Counsel so as to allow for an adjustment to the compensation.
- B. ADC&L is desirous of these changes as well.

Based upon the foregoing Recitals the DISTRICT and ADC&L agree to the following terms:

- I. Section 12, Compensation, shall be amended to read as follows:  
  
Compensation for services provided per this Agreement shall be at the rate of \$278.00 per hour.
- C. All other terms and conditions of the Agreement, Exhibit A, shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: \_\_\_\_\_  
Gary Burke, Board President

ATTEST:

Dated: \_\_\_\_\_  
AARONSON, DICKERSON, COHN & LANZONE

Dated: \_\_\_\_\_  
By: Jean B. Savaree, Managing Partner