



## Legislation Text

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**File #:** 24-232  
**Version:** 1

**Agenda Date:** 2/28/2024  
**Item #:** 16a.

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Resolution approving and authorizing the Mayor to execute a Legal Services Agreement with Redwood Public Law LLP and for Sky Woodruff to continue serving as City Attorney

WHEREAS, the City Council of the City of South San Francisco appointed Sky Woodruff as City Attorney in July 2019; and

WHEREAS, Mr. Woodruff has been providing legal services to the City since that time through the law firm of Meyers Nave; and

WHEREAS, Mr. Woodruff has formed a new law firm, Redwood Public Law LLP, and will be leaving Meyers Nave effective at the end of business on March 14, 2024; and

WHEREAS, Mr. Woodruff possesses the education, qualifications, and experience necessary to serve as City Attorney. The team of attorneys currently providing legal services to the City will be joining him at Redwood Public Law, ensuring a smooth transition and continuity in the delivery of legal services; and

WHEREAS, the City Council desires to have Mr. Woodruff continue serving as City Attorney through an agreement with Redwood Public Law LLP; and

WHEREAS, Sky Woodruff has previously taken the oath of office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South San Francisco hereby approves and authorizes the Mayor to execute an agreement with Redwood Public Law LLP, effective March 15, 2024, for legal services and for Sky Woodruff to continue serving as City Attorney.

### Attachments:

- A. Meyers Nave Agreement

B. Redwood Public Law LLP Agreement

\* \* \* \* \*

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of March, 2024, by and between the CITY OF SOUTH SAN FRANCISCO, a general law city and municipal corporation of the State of California (“City”) and REDWOOD PUBLIC LAW, a limited liability partnership of attorneys licensed to practice law (“Law Firm”).

RECITALS

In furtherance of its policy to achieve efficiencies and economies in the operation of City's government, without impairing whatsoever the level, amount, and quality of legal services essential to its operation, in September 1994, the City Council changed the method by which City obtained legal services from a departmental organization to a contract for professional services, entering into a Professional Services Agreement with the law firm current named Meyers Nave, LLC; and

Meyers Nave has provided legal services to the City continuously since that time. In July 2019, the City Council appointed Sky Woodruff, a Principal at Meyers Nave, to serve as City Attorney; and

Sky Woodruff has informed the City Council of his intent to start Law Firm, with the first day of operations being March 15, 2024. The attorneys at Meyers Nave providing legal services to the City will also be joining Law Firm, resulting in no significant change in the delivery of legal services to the City.

Government Code Section 36505 provides that the City Council may appoint a City Attorney, and Government Code Section 37103 authorizes general law cities to contract for legal services; and

Law Firm specializes in municipal and public agency law and is willing and qualified and duly licensed to provide legal services to City as City Attorney under this

contract as an independent contractor, subject to the terms and conditions hereinafter stated.

NOW, THEREFORE, the parties hereto agree as follows:

1. Basic Services. Law Firm shall provide, through such members or associates of Law Firm as it shall determine, subject to approval of the City Council, all legal services of the highest professional standards usually and normally provided by the City Attorney. These services (the "Basic Services") shall include:

- (a) Attendance at all City Council and Planning Commission meetings unless excused from such attendance by permission of the Council;
- (b) Attendance at meetings of such other of City's Commissions Boards or Committees as may be requested by the City Council or City Manager from time to time;
- (c) Rendering legal advice and issuing written legal opinions to members of the City Council, Commissions, and Committees, and to the City Manager, Department Heads and employees, with respect to City matters;
- (d) Attendance at departmental meetings for preparation of the agenda materials for City Council meetings, and such other staff meetings and conferences as may be required for the proper furnishing of legal advice and assistance;
- (e) Preparation and/or review of ordinances, resolutions, leases, contracts, or other legal documents required by or of City, and review, advice or redrafting of such legal documents as may be prepared by others for proposed use by City;

- (f) Representation of the City before mediators or arbitrators on matters arising from memoranda of understanding or other labor agreements;
- (g) Rendering advice and assistance to City's representatives on labor relations matters, reviewing memoranda of understanding or other labor agreements and drafting implementing legislation or other pertinent documents;
- (h) Rendering advice for City's public works contracts, leases, or other documentation pertaining to agreements to which the City is or proposes to be a party;
- (i) Rendering advice and assistance in the administration of City's general liability risk management and insurance programs;
- (j) Rendering advice and assistance on all matters pertaining to general and special municipal elections;
- (k) Commencement and prosecution of civil and criminal actions to enforce municipal ordinances including enforcement thereof through administrative proceedings;
- (l) Such other duties or services which may be requested by City (excluding those described as Special Services) generally performed by a corporation's general counsel and necessary to assist City in achieving its goals in a sound legal manner; and
- (m) Furnishing legal services of the nature described in paragraphs (a) through (l) for the Redevelopment Agency Successor Agency, or other agencies or entities that are not operated as an integral part of City, but which are created by City as independent agencies, and

under the control of City excepting, however, Special Services for such agencies and entities.

- (n) Representation of City before federal and state regulatory bodies such as the Bay Conservation and Development Commission, Regional Water Quality Control Board, Bay Area Air Quality Management District, Internal Revenue Service, Federal Communications Commission, and the Unemployment Appeals Board;

2. Special Services. Law Firm shall provide through such members or associates of Law Firm as it shall determine such legal services as may be desired or required by action of the City Council, and not within the scope of the Basic Services hereinabove described. These services (the "Special Services") may include:

- (a) The prosecution of actions to acquire property through the use of eminent domain that involve complicated issues such as, by way of example only, challenges to the right of the City to condemn, claims for severance damage, defense of project CEQA compliance and allocation of responsibility for the contamination of the condemned property and/or the determination of the cost to clean up the contamination;
- (b) The defense of actions involving a challenge to a land use action or decision of the City where, under prior indemnity and defense agreements, the City's legal costs are paid by the real party in interest, and those actions that involve complicated issues such as, by way of example only, challenge to the General Plan or Element thereof, challenge to the adequacy of an Environmental Impact

Report or similar environmental clearance, or discrimination or civil rights claims relative to land use decisions;

- (c) Defense or prosecution of actions for personal injuries or property damage;
- (d) Furnishing legal services for the formation of assessment districts, the issuance of public bonds of such districts, and any litigation pertaining thereto;
- (e) Special Services as described in paragraphs (a) through (d) for the Redevelopment Agency Successor, or other agencies or entities that are not operated as an integral part of the City, but are created and controlled by the City.

Notwithstanding the foregoing, Law Firm shall provide the City Council with the opportunity to select legal counsel other than Law Firm to furnish the City Special Services.

3. Appointment: Assistants. City, by and through its Council does hereby continue the appointment of Sky Woodruff as City Attorney of the City of South San Francisco. This appointment shall remain in effect during the term of this Agreement and is subject to the terms and conditions hereof. Law Firm may recommend to the City Council and the City Council may appoint from time to time, such other members or associates of Law Firm as assistants or deputies as City may deem appropriate or necessary to carry out the duties and to provide the services described herein. These appointments shall remain in effect during the term of this Agreement unless altered following review held pursuant to Section 13 herof.

4. Compensation - Basic Services. City shall compensate Law Firm for all Basic Services as described in Section 1 on an hourly basis at the rate of \$322 per hour for Principals and "Of Counsel" attorneys and \$285 per hour for Associate attorneys.

In addition to Basic Services compensation, Law Firm shall also be paid for: 1) Successor Agency services or redevelopment legal services at the rate of \$354 per hour for Principals and "Of Counsel" attorneys and \$285 per hour for Associate attorneys; 2) enterprise fund matters ( e.g., Sewer, Storm water and Solid Waste) at the rate of \$384 per hour for Principal and "Of Counsel" attorneys, \$354 per hour for Senior Associate attorneys, and \$303 per hour for Junior Associate attorneys; 3) labor and employment matters at the rate of \$368 per hour for Senior Principal attorneys, \$362 per hour for Junior Principal attorneys, \$357 per hour for Senior Of Counsel attorneys, \$352 per hour for Of Counsel attorneys, \$341 per hour for Senior Associate attorneys, and \$326 per hour for Associate attorneys; and 4) cost recovery matters involving land use entitlements at the rate of \$443 per hour for Senior Principal attorneys, \$384 per hour for Junior Principal and Of Counsel attorneys, \$354 per hour for Senior Associate attorneys, and \$303 per hour for Junior Associate attorneys, and \$182 per hour for paralegals, with the City's costs reimbursed by the development applicant.

5. Compensation - Special Services. City shall compensate Law Firm for all Special Services as described in Section 2 hereof on an hourly basis at the rate of \$450 per hour for Senior Principals, \$397 per hour for Junior Principals and Of Counsel attorneys, \$339 per hour for Associate attorneys, and \$182 per hour for paralegals. Compensation shall be payable upon billing therefor by Law Firm, and shall be due within thirty (30) days of such billing.

6. Costs and Expenses. City shall reimburse Law Firm for customary and reasonable out-of-pocket costs and expenses advanced or paid on behalf of City in the performance of Law Firm's Special Services upon presentment of an itemized statement subject to the satisfaction of the Finance Director. Such costs or expenses include, for example, fees and charges of certified shorthand reporters, deposition transcription costs, court costs, costs and fees of investigators and expert witnesses or advisors retained for litigation or arbitration; costs of printing briefs or lengthy court documents; computerized research services; travel, lodging, and incidental expenses incurred in carrying out the duties



or performing the Special Services hereunder.

7. Invoicing by Department. As soon as is practical, Law Firm shall organize its invoices to City for services by department to facilitate timely review and processing of the invoices for payment.

8. Municipal Professional Membership, Meetings, Seminars. It is understood and agreed that City and Law Firm mutually benefit from Law Firm's participation in certain professional activities relating to municipal law. Therefore, at no cost to City, Law Firm shall maintain its active participation in the activities of the League of California Cities (CalCities) and the State Bar of California.

9. Office Facilities. Prior to the commencement date hereof, City has provided office space for the City Attorney when performing legal services within the City. Presently, this office space, generally consisting of one office and its furnishings is on the first floor of the City Hall Annex, 315 Maple Avenue, South San Francisco, California. Law Firm may use these offices for the rendition of the professional services until such time as the City shall advise Law Firm that they are needed for other purposes.

City shall continue to furnish light and space heating for these premises as well as customary janitorial service and maintenance. In the event City advises Law Firm that these offices are no longer available for its use, Law Firm shall be responsible for obtaining adequate office space and facilities convenient and necessary to render its professional services.

10. Equipment. Prior to the commencement date hereof, City has provided certain office equipment for the use of the City Attorney when working in the office provided by the City. Such office equipment shall remain the property of City and may continue to be used by the Law Firm and its staff for rendition of professional services.

Additional office equipment, telephone lines, service and listings not currently provided by the City shall be provided at Law Firm's expense.

11. Insurance. During the term of this Agreement, Law Firm shall take out

and maintain at its expense professional liability, property and workers' compensation policies in the forms and amounts determined appropriate by the Finance Director.

12. Review. During the term hereof, City Council may review the performance of Law Firm and its members or associates in furnishing the services provided hereunder, and the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not necessarily limited to, changes in compensation provisions, which changes or amendments shall be evidenced by written amendment. Nothing in this paragraph shall be deemed to prevent or inhibit review of performance, compensation, or other matters relating to this Agreement or otherwise inhibit the free and candid exchange of views between the parties hereto to the end that the legal interests of City shall best be served and Law Firm shall fairly be compensated for legal services rendered.

13. Rendition of Services Incompatible with Interests of City. Law Firm covenants and warrants that in addition to subscribing to the Rules of Professional Responsibility which prevent representation of interests adverse to the City, the members and associates of Law Firm shall refrain from actions or representations of any interest or party that would reflect adversely upon City or tend to bring disfavor on City.

14. Termination. Either party hereto may terminate this Agreement at any time during the term hereof by giving the other party written notice thereof. If given by Law Firm, such notice shall be given at least thirty (30) days before the effective date of termination. If given by City, such notice may be given at any time. If said notice is given by City with thirty (30) days' notice of the effective date of termination, then Law Firm shall be paid the compensation earned and accrued reimbursable expenses incurred prior to cessation of services. In the event of termination, the parties shall cooperate to achieve an orderly transition and assumption of duties by any succeeding City Attorney. All files, documents, City-provided equipment, books, furnishings and other City property shall be returned in good order to the City.

15. Term, Continuation. Subject to review and the unconditional power of the Council to terminate, the term of this Agreement shall commence on March 15, 2024 ("commencement date") and shall continue, unless otherwise terminated.

16. Nonassignability. The legal services to be provided under this Agreement contemplate the unique combination of legal skills and experience that are possessed by Law Firm. For this reason, this Agreement shall not be assignable by the Law Firm.

17. Notices. Written notices required hereunder shall be delivered personally, or by depositing the same with the City Clerk of the City of South San Francisco or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SOUTHERN SAN FRANCISCO,  
a Municipal Corporation of the State of  
California

REDWOOD PUBLIC LAW,  
a Limited Liability Partnership

By: \_\_\_\_\_  
James Coleman, Mayor

By: \_\_\_\_\_  
Sky Woodruff, Partner

ATTEST

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Rosa Govea-Acosta, City Clerk