

To: Olin Woods, Chair, and  
Members of the Local Agency Formation Commission

From: Elisa Carvalho  
Assistant Executive Officer

Date: December 13, 2010

Subject: Special Commission Counsel Agreements

## **Recommended Action**

Please authorize the Chair to sign updated agreements with Yolo LAFCO Special Counsel:

- a. Law offices of P. Scott Browne – P. Scott Browne
- b. Colantuono & Levin, PC – Michael G. Colantuono
- c. Miller, Owen & Trost – Nancy Miller

## **Reason for Recommended Action**

In January 2009, the Commission agreed to enter into contracts with three law firms as Special Commission Counsel. The agreements were executed on March 1, 2009 with the option to renew each year for up to two additional years with the approval of the Law Firm and the Commission. The agreements were not renewed by either party.

LAFCO staff and counsel revised the Yolo LAFCO Special Counsel agreements to include updated service dates and mechanisms for renewal. If the Commission authorizes the updated contracts, the one year agreement will begin on December 13, 2010 and end on December 12, 2011. The contracts will self-renew after the first year and automatically continue but can be subject to termination by the parties, if needed. The changes are shown

---

### **COMMISSIONERS**

- ★ *Public Member* Olin Woods, Chair ★  
★ *County Member* Matt Rexroad, Vice Chair ★  
★ *City Members* Stephen Souza, Skip Davies ★ *County Member* Helen M. Thomson ★

### **ALTERNATE COMMISSIONERS**

- ★ *Public Member* Robert Ramming ★ *City Member* Bill Kristoff ★ *County Member* Jim Provenza ★

### **STAFF**

- ★ *Executive Officer* Elizabeth Castro Kemper ★ *Assistant Executive Officer* Elisa Carvalho ★  
★ *Commission Clerk* Terri Tuck ★ *Commission Counsel* Robyn Truitt Drivon ★

in the paragraph below. The language with a line through it will be omitted. The underlined language will be added.

Law Firm shall perform said services between ~~March 1, 2009 and February 28, 2010~~ December 13, 2010 and December 12, 2011. Either party may terminate this Agreement for any reason upon the provision of fifteen (15) days written notice to the other party. Commission shall have no obligation to pay Law Firm any further funds for services provided by Law Firm after the effective date of any termination set under this paragraph. Commission shall be obligated to pay Law Firm for all services provided by Law Firm up to the effective date of the termination. ~~This agreement can be renewed on an annual basis for up to two additional 12-month extensions with the approval of Law Firm and Commission.~~ This agreement shall be self-renewing on an annual basis unless terminated by mutual agreement of the parties.

## **Background**

In 2008, the Commission directed staff to expedite a request for proposal (RFP) for special counsel services or conflict of interest support to the County Counsel's Office after the retirement of Commission Counsel Stephen Nocita and appointment of County Counsel Robyn Drivon as interim legal counsel.

Nine responses were received as a result of the RFP. A subcommittee composed of Commissioners Woods and Rexroad selected three candidates for the special counsel contract. They felt the candidates demonstrated clear and concise information about their firms and had a depth of experience working with LAFCOs throughout the state that was exceptional. Additionally, the professional references for all three firms were highly complimentary of the abilities, responsiveness and experience of the three finalists, which were all ultimately selected to serve as Yolo LAFCO special or conflict of interest counsel.