



MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

7-11

October 13, 1993

To: Board of Directors (Legal and Claims Committee--Action)
(Organization and Personnel Comm.--Action)

From: General Counsel

Subject: Authorization to Amend A Contract for Legal Services Related to
Central Pool Augmentation Project

Report

On September 9, 1993, using the authority of the Administrative Code Section 6431, the General Counsel entered into an agreement (Agreement) with the law firm of Remy & Thomas for the purposes of reviewing the Draft Environmental Impact Report (DEIR) for the Central Pool Augmentation Project (Project); and providing legal counsel and assistance regarding compliance with the California Environmental Quality Act (CEQA) and other environmental laws for the Project. The Agreement provides that Metropolitan's maximum legal obligation for receipt of these services shall not exceed \$25,000. The Agreement also provides, to the extent requested by Metropolitan's General Counsel, Remy & Thomas shall defend Metropolitan against any and all litigation challenging Metropolitan's compliance with the environmental laws regarding the Project.

It has been determined that a revised DEIR is necessary. The continuing services of Remy & Thomas are desired to assist in the preparation of the revised DEIR. Moreover, since it is quite likely that any action by Metropolitan in furtherance of the Project, including the Board's certification of the final environmental impact report and approval of the Project, may be challenged by a lawsuit(s) alleging non-compliance with CEQA and other environmental and land use laws, it is in Metropolitan's best interest to continue to use the services of this firm for any subsequent litigation. Remy & Thomas is the pre-eminent lawfirm in the state on CEQA issues and was instrumental in Metropolitan's recent successful completion of the CEQA process for the highly controversial San Joaquin Reservoir Improvement Project. The Legal Department is requesting authorization to raise the total maximum compensation currently specified in the Agreement as \$25,000 to a total not to exceed \$200,000, although it is anticipated that total compensation may not reach that amount.

The negotiated fee and expense schedule for Remy & Thomas is shown on the attachment and is believed to be reasonable. The firm will be required to prepare a work plan and budget to assist the General Counsel in monitoring and controlling costs. A copy of the firm's Equal Opportunity Verification Statement is on file with Metropolitan.

Board Committee Assignments

This letter is referred for action to:

The Legal and Claims Committee because of its responsibility to study, advise, and make recommendations with regard to litigation and claims brought by or against Metropolitan, pursuant to Metropolitan's Administrative Code section 2461, subdivision (a); and

The Organization and Personnel Committee because of its responsibility to study, advise, and make recommendations with to the terms and conditions of employment of all consultants, advisors, and special counsel, pursuant to Metropolitan's Administrative Code section 2471, subdivision (g).

Recommendation

LEGAL AND CLAIMS AND ORGANIZATION AND PERSONNEL COMMITTEES FOR ACTION.

It is recommended that the General Counsel be authorized to amend the Agreement with Remy & Thomas dated March 16, 1993, in accordance with the terms and conditions described in this letter.


N. Gregory Taylor

ATTACHMENT

5. Fees and Expenses.

a. Fees. For its services to be rendered under this Agreement, District shall pay Special Counsel as follows:

Michael H. Remy, Esq.	\$195 per hour
Tina A. Thomas, Esq.	\$195 per hour
J. William Yeates, Esq.	\$195 per hour
James G. Moose, Esq.	\$195 per hour
Whitman F. Manley, Esq.	\$165 per hour
Matthew R. Campbell, Esq.	\$165 per hour
Jane Manolakas, Esq.	\$110 per hour
John Mattox, Esq.	\$110 per hour
Georganna Foondos, Land Use Analyst	\$ 75 per hour
Law Clerks & Paralegals	\$ 50 per hour

b. Adjustments. The fees set forth in Section 5a may be adjusted from time to time during the term of this Agreement in accordance with the greater of:

- (1) the percentage increase in the Consumer Price Index for the Sacramento metropolitan area, using the index for January 1, 1993, as the base, or
- (2) \$10 per hour for attorneys' services and \$5 per hour for the services of the land use analyst, law clerks and paralegals.

c. Expenses. In addition to the fees hereinabove set forth, Special Counsel shall be entitled to reimbursement for its reasonable and necessary direct expenses incurred in performing services under this Agreement. Such expenses may include filing fees, copying costs (not to exceed 10 cents per page), mileage costs (outside of Sacramento), printing costs of a professional printer as charged, long distance phone charges as charged, facsimile charges, post charges as charged, reimbursement for lodging and meal expenses in instances requiring out-of-county travel, including but not limited to any costs involving common carriers (i.e., airplane), and any other agreed upon costs or expenses related to this matter. Such costs shall not include secretarial or word processor time.