



Award Legal Services Agreement to Sloan Sakai Yeung and Wong

Consent

**Prepared by:** Erik Johnson

**Attachments:** Yes

**Approved by:** James Corless

**Referring Committee:** Not Applicable

**1. Issue:**

Last month, the board approved a contract for legal services with Sloan Sakai Yeung and Wong. A financial conflict was discovered after the fact, and so this item is being brought back so that any board members with conflicts can avoid participating in this action.

**2. Recommendation:**

Staff recommends that the board approve this award and authorize the executive director to negotiate and execute a final contract.

**3. Background/Analysis:**

California Government Code Section 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract (including award of a contract amendment) if they receive any political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

While reviewing the Levine Act disclosures, Sloan Sakai Yeung and Wong noticed that one of their attorneys had made a personal donation to Director Frerichs' campaign for elected office within the last 12 months and did not disclose this at the time the proposal was submitted to SACOG. Director Frerichs had no role in the review of the proposals until the vote on the contract.

At the October 20, 2022 meeting, the board acted to award legal services contracts to three firms: Best Best and Krieger, Sloan Sakai Yeung and Wong, and Thomas Law Group. For this category of Contracts Counsel, the other firms who bid were Hanson Bridgett, Ashurst, and Best Best and Krieger.

**4. Discussion/Analysis:**

The issue before the board is solely re-awarding the contract to Sloan Sakai Yeung and Wong for Contracts Counsel, because this is the only contract where there was a conflict that was not known at the time of the vote. After reviewing this with SACOG's general counsel, Michael Maurer, the best remedy is for the board to re-vote on the award of this specific contract.

As was discussed at the October meeting, work for SACOG under this contract will primarily be performed by Osman Mufti, who has been providing Contracts Counsel services under the existing agreement. Consistent

with all prior agreements, time would be billed on an hourly basis, and subject to approval by project managers or the executive director or their designee. His hourly rate \$295, and there will be a \$10 per hour increase each year for the life of the contract.

SACOG is continuing to operate under its existing agreement with Sloan Sakai Yeung and Wong that is in place until this new contract is executed. If awarded by the board, the executive director would finalize a contract with Sloan Sakai Yeung and Wong by the end of November. The recommended contract term is still for three years, with the authority for the executive director to extend for up to two years beyond the original term.

A copy of the draft scope of work is attached.

**5. Fiscal Impact/Grant Information:**

SACOG's legal services are billed based on requests from the executive director or their designee. The 2022-2023 budget includes approximately \$350,000 for legal costs across all projects/programs. Rather than having a contract ceiling, staff recommends that the executive director retain the authority to incur legal costs within the parameters of the adopted budget.

**6. This staff report aligns with the following SACOG Work Plan Objectives:**