

CC 2-24-2026

#1

Approval of first  
amendment to extend  
through April 30, 2026, of  
the Interim City Attorney  
Agreement

Written Communications

**From:** [Jean Bedord](#)  
**To:** [City Council](#); [City Attorney's Office](#); [Cupertino City Manager's Office](#); [City Clerk](#)  
**Subject:** Item No. 1: Agreement Extension for Interim City Attorney, Floy Andrews, Legal Services  
**Date:** Monday, February 23, 2026 10:07:15 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Moore, Vice-Mayor Chao, Councilmembers Fruen, Mohan and Wang,

While I support this two month extension to the current agreement to avoid a break in legal services, I urge council to look closely at the services provided by the contract attorney for last year. At a time when the city is facing a budget crunch, it can no longer afford an open checkbook. I am dismayed by the legal bills for Floy Andrews of Aleshire & Wynder. **Why doesn't the mayor/council set a not to exceed budget for contract legal services?** Here's what's been billed to the city according to the payment register:

- \* \$ 22,858.50 February services paid in March - partial month after Chris Jensen left
- \* \$ 74,775.60 March services paid in April
- \* \$150,495.50 April services paid in July
- \* \$113,650.20 May services paid in July
- \* \$134,907.65 June services paid September
- \* \$124,359.45 July services paid October
- \* \$ 99,757.73 August services paid October - No council meetings
- \* \$115,854.90 September paid in December
- \* ????
- \* ????
- \* ????
- \* ????

**\* \$836,659.53 of known expenses for legal services for slightly over 7 months of legal work.** This does not include the \$20,000 for the private investigator hired to investigate the former city manager (insufficient evidence). At this rate, the contract city attorney's firm will **bill well over \$1 million to the city of Cupertino for legal services.** The city also engages other law firms for their specialized expertise, and has a senior associate city attorney on staff so the total for legal services is even higher. The entire city attorney budget for FY 2025-2026 is :\$1,524,970 which includes the senior assistant attorney, a management analyst, other contract services, benefits and office expenses. The **actuals for FY 2024-25 were \$1,756,201 which exceeds the FY 2024-25 budget of \$1,484,229 by \$271,972, with the overage in contract services.**

The mayor is responsible for signing off on these legal bills, yet there does not appear to be any accountability for excessive billing. Here are some of the contributors to these excessive billings:

- \* Overly long council meetings
- \* Numerous closed sessions, even if the item is an just an update
- \* Special meetings, such as the Measure A endorsement letter

\* Questionable legal advice, i.e. the jurisdictional authority over DeAnza College and their purchase of the McClellan Terrace Apartments, Builder's Remedy projects, and most recently demands to the Cities Association

\* Excessive redaction of PRAs (Public Record Action) - See [PRA request 25-194](#). A [recent ruling against the city of Gilroy](#) may apply to these redactions as well as a [ruling against the city of San Jose for withholding public records](#).

I urge **Mayor Moore and other members of council to more closely examine the cost of legal services by Aleshire & Wynder**. Why aren't council members provided with the Monthly Billing Summary on a more timely basis than Accounts Payable, which has only a generic category for the legal work?

Resident concerned about fiscal responsibility,  
Jean Bedord