

## **CITY ATTORNEY SERVICES AGREEMENT**

This CITY ATTORNEY SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_ day of June, 2025, by and between the CITY OF VISALIA (hereinafter referred to as the "City") and PELTZER & RICHARDSON, L.C. ("PRLC"), hereinafter collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, the City seeks legal counsel concerning issues of general municipal law and other issues related to the operation of the City; and

**WHEREAS**, Article IV, Section 1 of the City's Charter requires the appointment of a City Attorney, and Article IV, Section 5 provides that the City Council shall appoint the City Attorney; and

**WHEREAS**, PRLC has considerable experience representing public agencies, including the City, and is willing, 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 herein stated; and

**WHEREAS**, the City has determined that PRLC is qualified by training and experience to render such services, and PRLC has agreed to provide such services; and

**WHEREAS**, the public interest will be served by this Agreement.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### **1. SCOPE OF SERVICES**

- (a) City Attorney Basic Services Defined. City hires PRLC to provide "City Attorney Basic Services" as defined herein below to the City. PRLC shall be the exclusive provider of the City Attorney Basic Services as described herein. The services provided shall include:
  - (i) Attend all regular meetings, and special meetings as needed, of the City Council and the City Planning Commission. The attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters which arise during any such meeting.
  - (ii) Consult with and provide legal advice, including written opinions where appropriate, to Council members and City staff on all matters, as needed, including but not limited to: contract interpretation and enforcement; interpretation of City Charter and Municipal Code, and state or federal laws or regulations as they relate to City activities; the processing of public works contract bids and related matters; matters related to the winding up of redevelopment agency activities; and assistance with environmental review activities of the City, including application of the California Environmental

- Quality Act (CEQA) to City projects.
  - (iii) Attend meetings of other boards, commissions, committees, and staff of the City, when requested to do so by the City Council or the City Manager.
  - (iv) Review and/or prepare ordinances, resolutions, orders, contracts, agreements, forms, notices, declarations, certificates, deeds, leases, and other legal documents required by the City.
  - (v) Conduct legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities; activities related to the negotiations for the acquisition or disposition of real property shall not be included within this scope of work.
  - (vi) Manage and coordinate the work of all litigation counsel as directed by the City Council and City Manager, including review and tracking of litigation counsel billing statements before presentment to the City for payment.
  - (vii) Initiate and prosecute civil, criminal or administrative actions to enforce the provisions of the Visalia Municipal Code; provided, however, that if such enforcement action entails protracted court appearances or civil litigation filings, the matter shall be considered litigation and outside this scope of City Attorney Basic Services.
  - (viii) All general office overhead, including copying, library, software services, insurance and administrative costs, and local mileage charges, but excluding travel more than 25 miles from Visalia, overnight mail charges and any other direct cost item, shall be included at no cost within the City Attorney Basic Services.
- (b) Exclusions From City Attorney Basic Services. The following activities shall not be considered City Attorney Basic Services, and shall be provided either by outside legal counsel or by Contractor pursuant to separate agreement.
  - (i) Litigation, which is defined as: any matter involving actions filed in the state or federal court system, any matter involving a quasi-judicial administrative proceeding, and any matter involving a claim filed with the City pursuant to the California Government Claims Act. Management and coordination of outside legal counsel as described in Section 1(a) above is not included within this exception.
  - (ii) Regular consultation with the City Human Resource Manager regarding personnel matters.
  - (iii) Labor negotiations.
- (c) City Attorney Special Services. The following activities shall not be considered City Attorney Basic Services. PRLC shall receive written approval from the City Manager for commencement of a matter as a Special Services activity.
  - (i) Negotiations for the acquisition or disposition of Real Estate or Right of Way interests.
  - (ii) Retained litigation, which is defined as a matter of litigation that is anticipated to involve limited or minor court appearances, which could be

most effectively and cost efficiently litigated directly by PRLC, including matters for which PRLC has participated extensively in the administrative handling of a City matter prior to litigation, such as eminent domain or CEQA lawsuits, where the court involvement will likely be limited and an extension of in-scope work, short term, or where Real Parties in Interest counsel will take the laboring oar (at the RPI's expense).

- (iii) SGMA/Water Rights/Groundwater Fees.

## 2. APPOINTMENT- CITY ATTORNEY AND ASSISTANT CITY ATTORNEY

- (a) City, by and through its City Council, does hereby appoint Kenneth J. Richardson as City Attorney as provided in the City's Charter. As specified in the Charter, Mr. Richardson shall serve solely at the pleasure of the City Council. The appointment of Mr. Richardson as City Attorney shall remain in effect during the term of this Agreement. The City Council may terminate the appointment, with or without cause as specified in paragraph 14 of this Agreement.
- (b) In recognition of the fact that there may be occasions when the City Attorney is unavailable and to facilitate efficient provision of legal services, the City appoints Alex Peltzer and Jim Koontz as Assistant City Attorneys. The City Attorney shall not miss two or more consecutive meetings of the City Council without prior approval of the City Manager. The City Attorney may not, without the consent of the City Council, designate other attorneys in PRLC to serve as an Assistant City Attorney.

## 3. COMPENSATION AND METHOD OF PAYMENT

- (a) City agrees to pay PRLC FIFTY THOUSAND AND SIX HUNDRED DOLLARS (\$50,600.00) per month for the provision of all services described under the "Scope of Services" in Section 1 of this Agreement, for the period beginning July 1, 2025 through June 30, 2026. City agrees to pay PRLC FIFTY-TWO THOUSAND AND SIX HUNDRED AND TWENTY-FIVE DOLLARS (\$52,625.00) per month for the provision of all services described under the "Scope of Services" in Section 1 of this Agreement, for the period beginning July 1, 2026 through June 30, 2027.
- (b) City agrees to pay PRLC TWO HUNDRED AND TWENTY (\$220) per hour of attorney time and ONE HUNDRED AND FIFTY (\$150) for paralegal time for matters approved as Special Services, as described in Section 1(c) above regarding "City Attorney Special Services," provided the City Manager has confirmed authorization for such specialized services in writing.
- (c) PRLC will not charge the City of Visalia for any copy, facsimile, postage, local courier or telephone charges. PRLC will charge for out-of-pocket expenses associated with litigation (filing, expert witness, court reporters and copying of documents in response to discovery requests), conference registration (registration fees for conferences related to continuing education will not be charged to the City), and travel expenses related to out-of-town business.

- (d) PRLC will bill the City on a monthly basis with itemization and detail sufficient to meet City's accounting needs. PRLC and City will specify detail necessary for accounting purposes prior to the commencement of legal services pursuant to this agreement. PRLC will provide one set of bills for payment per month, but may request payment of such bills through up to two separate payments. Billing shall be accounted for in one-tenth hour increments.
- (e) City will pay all bills as required by this Agreement within THIRTY (30) days of receipt. If the City does not comply with these requirements, PRLC may terminate this Agreement upon written notice to the City.

#### 4. TERM

Unless otherwise terminated as provided herein, this Agreement shall commence on July 1, 2025, and shall extend through June 30, 2027. City shall have the option of extending this Agreement for one additional term of one or two years, on the same terms and conditions provided herein, by providing 60 days notice in writing of City's intent to exercise this option to extend. The terms and conditions of this Agreement shall apply to any extended term, including the compensation provided for herein, subject to the rate review provisions provided in Section S(b) below.

#### 5. PERFORMANCE REVIEW

- (a) Annual Performance Review. On or about April 1<sup>st</sup> each year during the term of this Agreement, the City Council shall audit and review the performance and legal fees of PRLC 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 or by minute order evidencing motion duly made and carried by the City Council. Nothing in this paragraph shall be deemed to prevent or inhibit more frequent 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 PRLC shall fairly be compensated for legal services rendered.
- (b) Compensation and Scope Review. It is understood that the compensation provision of this Agreement is based on the assumption that full performance of the indicated Scope of Services will require approximately 300 hours of combined attorney and para-professional staff work on an average monthly basis, and that attorney time will constitute approximately 80 percent of the total time, on average. In the event that significantly more or less work than anticipated is required to adequately perform the indicated Scope of Services, the parties agree to confer annually regarding increase or decrease in either the Scope of Services, the compensation provisions of this Agreement, or both.

7. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to PRLC or any successor in interest in the event of any default or breach by the City or for any amount which may become due to PRLC or successor or on any obligation under the terms of this Agreement.

8. ASSIGNMENT OF AGREEMENT

PRLC shall not assign or transfer any interest in, nor delegate any duties thereof in this Agreement. Any assignment or delegation without express written consent of the City shall be void.

9. RESPONSIBILITY OF PRLC

PRLC shall take and assume all responsibility for the services rendered in connection with this Agreement. PRLC shall render its services in accordance with the standard of care required of a competent practitioner engaged in a similar practice of law. Mr. Richardson shall be responsible for ensuring that PRLC provides the highest quality legal services.

PRLC agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions, which are just and reasonable for the City. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, PRLC cannot and does not warrant, predict or guarantee results or the final outcome of any case or matter.

10. INDEPENDENT CONTRACTOR

PRLC hereby declares that it is engaged in an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the City. PRLC agrees to be solely responsible for its own matters relating to payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. PRLC agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

11. INSURANCE.

- (a) PRLC shall have and maintain in full force and effect the insurance policies set forth in Attachment A, which is attached hereto and incorporated herein. All policies, certificates or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. PRLC shall provide the City with a copy of said policies, certificates prior to commencing work under this Agreement.
- (b) Thirty (30) days prior written notice of cancellation shall be given to the City in the event of expiration, cancellation or reduction in coverage of any nature. Such notice shall be sent to:

City Manager City of Visalia  
220 N. Santa Fe  
Visalia, California 93292

- (c) Proof of Coverage: Copies of the required certificates of insurance, which shall be provided by PRLC insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

City Manager City of Visalia  
220 N. Santa Fe  
Visalia, California 93292

12. CONFLICTS OF INTEREST.

PRLC declares it has no holdings or interests within the City of Visalia, which preclude it from serving as City Attorney. Further, PRLC declares that it has disclosed its list of clients to the City Manager. PRLC has no business holdings or agreements with any official or other representatives of the City of Visalia.

13. CONFIDENTIALITY

To the extent permitted by law, all the reports, information, data or other materials prepared or assembled by PRLC under this Agreement, including PRLC's opinion and conclusions based upon such items, are confidential. PRLC agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the City.

14. TERMINATION

- (a) This Agreement may be terminated, with or without cause, in writing by the City for its convenience, provided that no such termination may be affected unless PRLC is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of the intent to terminate.
- (b) Any termination shall provide for payment to PRLC for services rendered and expenses incurred prior to the termination.
- (c) Upon receipt of a termination notice PRLC shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver to the City all records, reports, and files of the City.
- (d) Upon termination, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.
- (e) The rights and remedies of the City and PRLC provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

15. FILE RETENTION AND DESTRUCTION.

PRLC shall safely maintain and store all files, records and other materials acquired in the course of its representation of the City. No files will be destroyed without the consent of the City.

16. NONDISCRIMINATION

In connection with the execution of this Agreement, PRLC shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, ancestry, national origin, disability, age, genetic information, marital status, sexual orientation, gender identity and gender expression, medical condition, military or veteran status, or any other classification protected by law.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof; and no other agreement, statement, or promise relating to the subject matter of this Agreement not contained herein shall be valid or binding.

18. INTERPRETATION OF AGREEMENT

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California.

19. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

**IN WITNESS WHEREOF**, the City and PRLC have executed this Agreement on the date first written above.

CITY OF VISALIA

PELTZER & RICHARDSON, LC

By: \_\_\_\_\_  
Leslie Caviglia, City Manager

By: \_\_\_\_\_  
Alex M. Peltzer, President

By: \_\_\_\_\_  
Brett Taylor, Mayor

## ATTACHMENT A

### INSURANCE REQUIREMENTS

PRLC, at PRLC's sole cost and expense and for the full term of this Agreement or any renewal thereof shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Agreement:

- (a) A COMPREHENSIVE GENERAL LIABILITY policy with a minimum limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for personal injury, bodily injury, and property damage.
- (b) A WORKERS COMPENSATION AND EMPLOYERS LIABILITY policy written in accordance with the Labor Code of the State of California and Employers Liability limits of \$1,000,000.00 per accident. The insurer shall agree to waive all rights of subrogation against the Agency, its officials, employees, and agents for losses arising from work performed by the contractor for the Agency.
- (c) A PROFESSIONAL LIABILITY ERRORS AND OMISSIONS policy in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per claim, TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- (d) AUTOMOTIVE INSURANCE. The attorneys at PRLC agree to keep in good standing valid California driver's licenses at all times during the term of this Agreement. PRLC shall also obtain, and keep in force during the term hereof, a policy of motor vehicle public liability insurance which shall afford not less than the following amounts of coverage: ONE MILLION DOLLARS (\$1,000,000.00) per accident for bodily injury and property damage.