



AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is made and entered into as of July 1, 2019 between the CITY OF REEDLEY, a municipal corporation (hereinafter referred to as "City") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney"). The term "City" shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

The City Council appoints Scott G. Cross as City Attorney and hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, and other commissions, boards, and committees of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment dissolution, land use, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager.

Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney's duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.

2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- From July 1, 2019 through June 30, 2020, City shall pay to Attorney \$185.00 per hour for attorney services, exclusive of attendance at regular City Council meetings; and \$100 per hour for law clerk and paralegal services. For attendance at regular City Council meetings from July 1, 2019 through June 30, 2020, City shall pay Attorney at the rate of \$600.00 per meeting.
- Beginning July 1, 2020, City shall pay to Attorney \$195.00 per hour for attorney services, exclusive of attendance at regular City Council meetings; and \$105 per hour for law clerk and paralegal services. For attendance at regular City Council meetings beginning July 1, 2020, City shall pay Attorney at the rate of \$625.00 per meeting.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, mileage for travel, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the City. A certificate evidencing the foregoing, and naming the City as an additional insured, shall be delivered to and approved by the City prior to commencement of services pursuant to this Agreement.

8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until terminated by discharge or withdrawal. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of the City to the City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council
CITY OF REEDLEY
1717 9th Street
Reedley, CA 93654

Scott G. Cross
LOZANO SMITH
7404 North Spalding Avenue
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective July 1, 2019.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the City.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

13. SUPERSESSSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

CITY

CITY OF REEDLEY

By: 
Frank Piñon, Mayor

Date: 6-17-19

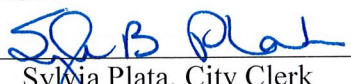
ATTORNEY

LOZANO SMITH

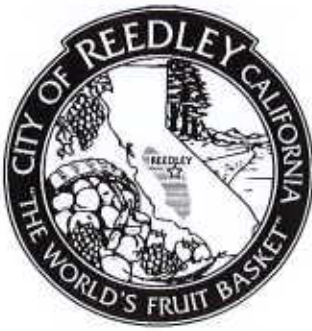
By: 
Karen M. Rezendes, Managing Partner

Date: May 30, 2019

ATTEST:

By: 
Sylvia Plata, City Clerk

Date: 6-17-19



REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 10

DATE: June 11, 2019

TITLE: ADOPTION OF 2019-2020 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS

- A. ADOPT RESOLUTION NO. 2019-054 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 11, 2019
- B. ADOPT RESOLUTION NO. 2019-055 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY
- C. ADOPT RESOLUTION NO. 2019-056 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A REVISED SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES
- D. ADOPT RESOLUTION NO. 2019-057 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, REAMORTIZING A LOAN FROM THE GENERAL FUND RESERVE TO THE REEDLEY AIRPORT FUND
- E. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOZANO SMITH, LLP FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Staff recommends the adoption of the 2019-2020 fiscal year budget as discussed at prior meetings and related fiscal items requiring approval as part of the annual budget process as follows:

- A. Resolution No. 2019-054 adopting the 2019-2020 fiscal year budget as discussed at prior meetings, except as provided for by minute order of the City Council on June 11, 2019
- B. Resolution No. 2019-055 adopting a Master Salary Table for all employees of the City of Reedley
- C. Resolution No. 2019-056 establishing a revised benefit schedule for Unrepresented

- employees
- D. Resolution No. 2019-057 reamortizing a loan from the General Fund Reserve to the Reedley Airport Fund
- E. Approve and authorize the City Manager to enter into an agreement with Lozano Smith, LLP for Professional Legal Services as City Attorney

EXECUTIVE SUMMARY

The following discussion of the items presented for Council consideration is discussed in the order in which they appear under the Recommendation section.

2019-20 Fiscal Year Budget

By adopting the attached Resolution No. 2019-054, the 2019-20 Fiscal Year Proposed Budget appropriations and positions contained therein will become the Adopted Budget, subject to any changes made by City Council during the hearing and deliberation process. As in past approved budget resolutions, the resolution also sets forth the manner in which the adopted budget may be amended, and grants authority to the City Manager to administratively reorganize positions, departments, or units as necessary to implement the goals of the adopted final budget.

Master Salary Table

Approval of the attached Master Salary table will fix the compensation for all appointive officers and employees, satisfying Section 36506 of the State of California Government Code. The remaining revisions are highlighted below and further discussed Section 22 of the Proposed Budget:

- Pay ranges of nine part-time classifications, primarily utilized by programs in the Community Services Department, are being increased, principally driven by increases to the California minimum wage, which will increase from \$12.00 to \$13.00 per hour on January 1, 2020.
- Addition of a new part-time classification of Equipment Operator is proposed to be added to the part-time salary table. This classification is needed so that the City may hire someone on a temporary or seasonal basis that possesses skills and experience on specific equipment when needed. An example would be to hire someone experienced with slurry seal machine operations during the summer season to provide skilled assistance to staff with slurry seal and street maintenance operations.
- Addition of Senior Accountant and Associate Engineer classifications at Ranges 61-U and 70-U, respectively. These are titles only and are not a request to add new positions; rather, to allow for future professional growth and retention of staff with extensive specialized knowledge and training. There are no costs associated with having these classifications listed on the schedule.
- The Reedley Public Safety Employees Association (RPOA) MOU stipulates that all employees covered under the agreement will receive a 1.0% cost of living adjustment (COLA) effective July 01, 2019.
- Also effective July 01, 2019, the Police Sergeant classification will receive a 2.50% increase in the pay range.
- All employees covered by the General Services Unit (GSU) MOU will receive a non-pensionable cash payment stipend equivalent to 2.0% of salary for FY 2019-2020, however this does not affect the GSU salary table.

Unrepresented Employees Salary & Benefit Schedule

This annual resolution sets forth the salary-related compensation & benefits afforded to Unrepresented employees, and covers all full-time employees not represented by the RPOA or GSU bargaining groups. The following is a summary of proposed revisions to the annual resolution:

- Removal of references to "confidential" and "professional/technical" non-management staff. The need for these designations is no longer relevant and will not impact employees. Designations that will remain include; Executive Management, Mid-Management, and All Other Unrepresented Employees that serve differentiate benefit levels.

- Public Safety Employees covered by this resolution would receive their existing uniform allowance payable in equal pay period installments, instead of once annually. The allowance amount of \$1,000 would not change.
- Holidays: The existing half-day (4 hours) holiday for Christmas Eve is proposed to be revised to a full-day (8 hours) holiday.
- Annual Stipend: In lieu of a cost of living adjustment to salaries for FY 2019-2020, all full-time Unrepresented employees would again receive a non-pensionable cash payment stipend equivalent to 2.0% of base salary, payable in two equal installments in July and January. If approved, FY 2019-2020 would represent the second year that Unrepresented employees will not receive a salary increase.

Reedley Airport Loan

By adopting the attached Resolution 2019-057, the remaining amount of the current airport loan will be reamortized by the General Fund Reserve at the existing 1.50% interest rate to be repaid in 16 annual payments per the attached amortization schedule, Exhibit A, ending July 2034. Reamortization of the existing loan to lengthen the repayment term is necessary to free up and secure local funding required to match available State and Federal grants for critical projects identified in the Reedley Municipal Airport Capital Improvement Plan.

Lozano Smith, LLP Agreement

Attached is a new legal services agreement between the City and Lozano Smith for services as City Attorney. The current rates for services have been in effect since July 1, 2017, will remain in effect for another fiscal year, through June 30, 2020. Therefore, the rates will remain the same for three years, and will not be scheduled to increase until July 1, 2020. Staff recommends this proposal as it provides budgetary relief for the 2019-2020 fiscal year, and adequate time to plan for and budget the increases for the following year.

ATTACHMENTS

1. Resolution 2019-054 Adopting City Budget
2. Resolution 2019-055 Adopting Master Salary Table
3. Resolution 2019-056 Salary & Benefit Schedule for Unrepresented Employees
4. Resolution 2019-057 Reamortizing a loan from the General Fund Reserve to the Reedley Airport
5. Agreement with Lozano Smith, LLP for Professional Legal Services as City Attorney