

**CITY OF COALINGA**

**AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES AS  
CITY ATTORNEY**

THIS AGREEMENT is entered into by and between the CITY OF COALINGA, a government agency ("Client") and LOZANO SMITH, a professional corporation ("Attorney").

**1. SCOPE OF WORK AND DUTIES**

Client hires Lozano Smith, and appoints Dale E. Bacigalupi as principal attorney, to render such legal services as are customarily rendered by a City Attorney, including work as General Counsel of the Coalinga Redevelopment Agency, as directed by Client. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and Client agreements, and consulting with or advising Client staff on legal issues that arise within all areas of operation, and generally advising the Client and staff concerning the legal affairs of the Client. Attorney shall represent Client in initiating and defending all litigation unless otherwise directed by the City Council. Services provided by Attorney as bond counsel, disclosure counsel, or special counsel in connection with the issuance of municipal bonds are outside the scope of this Agreement.

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

Dale Bacigalupi will meet with the City Council quarterly, or less frequently as requested by the City Council, to report on the status of pending and assigned legal matters.

**2. CLIENT DUTIES**

Client 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. Client 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**

Client shall compensate Attorney for legal services provided within the scope of work

and duties as follows:

- Client shall pay to Attorney \$140.00 per hour for attorney services, excluding litigation services.
- Client shall pay to Attorney \$165.00 per hour for attorney litigation services.
- Client shall pay Attorney \$85.00 per hour for law clerk and paralegal services.
- Client shall pay Attorney \$750 for attendance at 2 regular City Council meetings per month.

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

Attorney shall render to Client a statement for fees for services and costs incurred every calendar month. Client 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 delegate to other attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner. It is contemplated that attorneys Craig M. Mortensen and Meggin Boranian will provide some services to Client hereunder.

#### 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 Client approval and proper documentation, Client 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: (a) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing Client; (b) that Attorney will refrain from initiating any legal action against Client (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 (c) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing Client pursuant to this Agreement.

## 6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless Client 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 its 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 arising 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 Client.

## 8. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect until terminated by either side, with or without cause. Client may discharge Attorney at any time. Attorney may withdraw from Client'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 Client to Client and assist to the fullest extent possible in the orderly transition of all pending matters to Client's new counsel. This Agreement shall be reviewed annually by the City Council and may be renewed or extended at the discretion of the City Council.

## 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:

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Ron Lander  
CITY OF COALINGA  
155 W. Durian  
Coalinga, CA 93210

Dale E. Bacigalupi  
LOZANO SMITH  
7404 North Spalding  
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective as of March 1, 2010.

11. ASSIGNMENT

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

12. MAKING OF AGREEMENT

No member of Attorney who is a public official has participated in his/her official capacity with Client in the discussion, negotiation, or making of this Agreement, nor has any member of Attorney advised Client, any member thereof, or any member of Client's staff with regard to this Agreement. Client has not sought advice from any member of the Attorney firm with regard to this Agreement and understands that such advice cannot and will not be provided to Client by any member of the Attorney firm.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

CITY OF COALINGA

LOZANO SMITH



Ron Lander  
Mayor

Date: February 22, 2010



Dale E. Bacigalupi  
Shareholder

Date: January 28, 2010