

AGREEMENT FOR LEGAL SERVICES

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Community Redevelopment Agency of the City of Moreno and/or the Moreno Valley Community Services District (hereafter referred to collectively as "City") and the Law Offices of Quintanilla & Associates ("Attorneys"), is made and becomes effective upon the date signed by the Mayor.

Section 1. Subject of the Agreement

The City desires to retain Attorneys to discharge the duties of City Attorney. City may, at its sole discretion, employ other attorneys to perform the same type of legal services.

Section 2. Standard of Performance

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

- A. Steven B. Quintanilla is designated as the City Attorney for the City. The parties understand and agree that Attorneys may, from time to time, utilize other attorneys within the firm to assist Mr. Quintanilla in the performance of this Agreement. Attorneys shall provide all services to the City of the kind and nature typically provided by an in-house City Attorney's office and as set forth in the Scope of Services attached as Exhibit A hereto.
- B. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.
- C. Attorneys will provide monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.
- D. Attorneys will keep City and/or its designated agent fully informed of all developments relevant to the status and value of all cases in which Attorneys represent City and will promptly communicate any settlement offers to City and/or its designated agent.

Section 3. Compensation

A. Legal services shall be compensated as follows:

| | | |
|-----------------------|-----------|---|
| Retainer | \$ 10,000 | per month (60 hours at \$167/hr) |
| Excess Attorney time: | \$ 200 | per hour for senior attorneys/partners (Attorneys with at least 5 years' experience) |
| | \$ 175 | per hour for junior attorneys |
| Paralegal: | \$ 125 | per hour |
| Clerk: | \$ 100 | per hour |

Attorneys shall not be compensated for travel between the Attorneys' office and City Hall. Attorneys will not bill the City for routine copying, telephone, mileage, facsimile, word processing or electronic research within the Attorneys' contract plan. Attorneys will bill the City, without any mark-up, actual expenses for electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying and similar out-of-pocket expenses. These items will be separately designated on Attorneys' monthly statements as "disbursements" and will be billed in addition to the fees for professional services. To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

B. Expert consultants and witnesses

Expert consultants and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case City shall reimburse Attorneys or pay consultants or experts directly.

C. Invoice

Attorneys agree to invoice the City monthly, within 10 days after the end of each calendar month. All charges must be itemized by Attorneys, showing in detail the work performed during the billing period, in line item format, so that each task is separately explained and has specific time recorded. Attorneys shall not charge the City for more than one attorney's time in appearing at a meeting or in court or for performing any tasks unless the City has expressly authorized the use of more than one attorney for the appearance or task.

D. Tax information

Attorneys agree to attach a completed federal W-9 form to this Agreement to facilitate tax reporting for payments under this Agreement.

E. Payment

Payment shall be made on or before the last day of each month for services rendered during the preceding month.

Section 4. Conflict of Interest

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

Section 5. Indemnification and Hold Harmless

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

City will defend and indemnify Attorneys for any claims or lawsuits against Attorneys which are based on contentions that negligence or misconduct by the City, and/or City's employees or agents, proximately caused damage to the claimant or plaintiff. City will also defend and indemnify Attorneys for claims and lawsuits which were expressly directed by the City, and/or City's employees or agents, contrary to Attorneys' professional advice.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

Section 6. Nondiscrimination

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Section 7. Insurance

A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the

Attorneys or any person acting for the Attorneys or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of Attorneys or any person acting for Attorneys or under its control or direction. Such liability and property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum limits provided below:

- B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$500,000 combined single limit.
- C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than \$2,000,000 per occurrence.
- D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.
- E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII - Admitted) or better in the Best's Insurance Rating Guide.
- F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and Community Redevelopment Agency of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to

the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Section 8. Independent Contractor

Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

Section 9. Files

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

Section 10. Notices

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

If to Attorneys: Law Offices of Quintanilla & Associates
P.O. Box 176
Rancho Mirage, CA 92270

If to City: Mayor
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Section 11. Entire Agreement of the Parties

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.

Section 12. Nonassignment

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

Section 13. City Agent

The Mayor, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the Mayor has the authority to provide that approval or authorization.

Section 14. Term of Agreement

The term of this Agreement shall be from the date signed by the Mayor until the City has selected and entered into an agreement with a permanent City Attorney. It is understood by and between the parties that City may also hire Attorneys or other legal counsel for other matters subsequent to the execution of this Agreement. Therefore, this Agreement shall remain in full force and effect unless and until this Agreement is terminated as provided for herein, or until a replacement agreement is executed by the parties. New matters subsequent to the execution of this Agreement shall be accomplished by a unilateral letter assignment by the City. Attorneys shall undertake the subsequent assignment of a new matter upon the same terms and conditions set forth herein.

Section 15. Termination

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon ninety (90) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. In either event, Attorneys agree to cooperate fully in the transition, including the transfer of files. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

Section 16. Resolution of Fee Disputes

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

Section 17. Modification

This Agreement may not be modified or replaced except by another signed written agreement.

Section 18. Partial Invalidity

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

Section 19. No Waiver

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

Section 20. Attorneys' Fees

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

Section 21. Governing Law

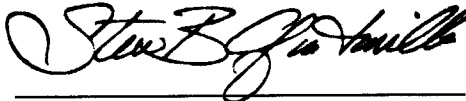
This Agreement shall be construed - and its performance enforced - under California law.

Section 22. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the Mayor.

Dated: 8-16-23

Firm: 

By: Steven B. Quintanilla
(Name)

Dated: AUG 18 2023

CITY OF MORENO VALLEY,
A Municipal Corporation

By: 
(Mayor)

Exhibit A

SCOPE OF SERVICES

- ▶ Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager and City staff. Contacts are usually made via telephone and email, and a prompt response is expected.
- ▶ Attend City Council meetings and be prepared to advise Council on matters on the agenda as well as procedural and substantive issues that arise during the meeting. Attendance at Planning Commission or other Council subcommittee meetings may be requested from time to time.
- ▶ Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- ▶ Prepare, review and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- ▶ Represent and/or advise the City in litigation not covered by the City's self-insured risk pools (which provide coverage for tort claims and worker's compensation claims).
- ▶ Represent the City in inter-agency projects and other legal matters.
- ▶ Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- ▶ Provide legal advice and assistance to operating departments.
- ▶ Provide oversight and direction for the City Attorney's Office operations.
- ▶ May serve as legal counsel to the Moreno Valley Community Services District, the Moreno Valley Housing Authority and the Moreno Valley Electric Utility.