RESOLUTION NO. 26-13370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL ADJUSTING RATES FOR ATCHISON, BARISONE & CONDOTTI AND APPROVING A ONE-TIME PAYMENT TO LAW OFFICES OF WILLIAM R. SELIGMANN FOR COSTS INCURRED

WHEREAS, William R. Seligmann was appointed as City Attorney for the City of Campbell (City) on January 1, 1987; and

WHEREAS, during his tenure with the City, Mr. Seligmann's firm, the Law Offices of William R. Seligmann, has provided legal services to the City in an "Of Counsel" relationship with the Atchison, Barisone & Condotti law firm, who in turn provide supplemental legal support to Mr. Seligmann on an as-needed and contractual basis; and

WHEREAS, on August 20, 2024, the City Council adopted Resolution No. 13203, authorizing the hourly rates for supplemental legal services provided by Atchison, Barisone & Condotti as follows: Partners, $350 per hour; Associate Attorneys, $285 per hour; and Paralegals and Law Clerks, $165 per hour; and

WHEREAS, Atchison, Barisone & Condotti has since increased its rates; and

WHEREAS, Mr. Seligmann's law firm has covered this increase in rates to ensure that uninterrupted legal services were provided to the City; and

WHEREAS, as a result of covering the increase in rates and associated costs, in Fiscal Year 2025/2026, the Law Offices of William Seligmann has incurred a cash deficit in excess of $11,946; and

WHEREAS, the City Council desires to make Mr. Seligmann's law firm whole and to ensure that moving forward the City is appropriately covering all costs related to supplemental legal services provided by Atchison, Barisone and Condotti;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby authorize the following:

- That, as provided for in Section 7 of the Sixth Amended Agreement for City Attorney Services, legal services not covered by the retainer and provided by Atchison, Barisone & Condotti shall be billed at the following rates:

  1. $366 per hour for services rendered by a Partner or Associate Attorney; and
  2. $184 per hour for services rendered by a Paralegal or Law Clerk; and

- That the City shall make a one-time payment in the amount of $11,946 to the Law Offices of Willilam R. Seligmann to reimburse the firm for costs incurred in providing uninterrupted and necessary legal services in Fiscal Year 2025/2026; and

- That, as provided for in Section 7 of the Sixth Amended Agreement for City Attorney Services, City Attorney William R. Seligmann's monthly retainer and hourly rate for

services not covered by the retainer will remain as previously set forth in Resolution No. 13203.

PASSED AND ADOPTED this 17th day of February 2026, by the following roll call vote:

AYES: Councilmembers: Lopez, Hines, Bybee, Furtado
NOES: Councilmembers: None
ABSENT: Councilmembers: Scozzola

APPROVED:

Daniel E. Furtado, Mayor

ATTEST:

Andrea Sanders, City Clerk

SIXTH AMENDED AGREEMENT BETWEEEN THE CITY OF CAMPBELL AND WILLIAM R. SELIGMANN FOR CITY ATTORNEY SERVICES

WHEREAS, on or about January 1, 1987, the City Council of the CITY OF CAMPBELL did retain William R. Seligmann, of the law office of WILLIAM R. SELIGMANN, to provide legal services to the CITY OF CAMPBELL; and

WHEREAS, the parties desire to update the Agreement to be consistent with current practices;

NOW THEREFORE, IT IS AGREED that the contract between William R. Seligmann and the CITY OF CAMPBELL for City Attorney services is amended in its entirety as follows:

1. Designation of City Attorney

William R. Seligmann of the law office of WILLIAM R. SELIGMANN (currently practicing in an "Of Counsel" relationship with ATCHISON, BARISONE & CONDOTTI) continues to be retained to provide legal services to the CITY OF CAMPBELL, and shall continue to serve as the "City Attorney" for the CITY OF CAMPBELL (City). His duties will be attendance at all regular City Council and Planning Commission meetings, and special Council and Planning Commission meetings where needed, and to provide legal assistance and services for Council and employees of the City, as more fully set forth in this Sixth Amended Agreement For City Attorney Services.

2. Regular Duties

A. The City Attorney, or his representative, shall attend all regular meetings of the City Council and Planning Commission, and special meetings of the City Council and Planning Commission as needed. The City Attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters which may arise during any meetings, excepting, however, legal matters or proceedings wherein legal services are to be provided by special counsel.

B. The City Attorney or his representative shall also 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, at which time legal advice shall be given or opinions rendered. The City Attorney shall normally attend City executive staff meetings.

C. When requested to do so by the City Council or the City Manager, the City

Attorney or his representative shall prepare resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the City, and shall examine for legal sufficiency all documents submitted to him by the City.

D. The City Attorney shall cooperate with and assist the City, its officers, agents and employees on all general legal matters pertaining to the City, including the enforcement of state and local laws and codes. However, the City Attorney shall only provide legal advice to the staff when authorized to do so by the City Council or the City Manager.

E. The City Attorney shall also perform such other related legal services for the City as may be requested by the City Council or City Manager.

F. The City Attorney shall at all times endeavor to provide a response to the City Council, City Manager, and staff inquiries concerning legal matters on a "same day" basis. The intent of this requirement is to provide City officials with a timely and immediate initial contact on legal problems and not necessarily the final researched answers.

3. Special Requirements and Provisions

A. The City Attorney is retained by the City as an employee and shall be entitled to receive those benefits granted to department heads with the exceptions that: (1) the City shall pay the full premium for any medical insurance coverage for the City Attorney and eligible family members on any insurance policy made available to department heads, in keeping with the City's past practice, which is hereby affirmed; and (2) the City Attorney shall not be eligible for the automobile allowance or any of the paid time off provisions.

The City shall pay any and all contributions necessary to maintain the City Attorney as a member of the Public Employees' Retirement System, except such amounts which would otherwise be the obligation of the employee. The City Attorney waives any right to any portion of any refund that the City may obtain from PERS attributable to PERS contributions made by the City on compensation resulting from the City Attorney's hourly rates over and above the City Attorney's monthly retainer.

B. The City Attorney shall maintain regularly scheduled office hours at a designated City office. The hours shall be five hours per week unless different hours are mutually agreed upon by the City Attorney and the City Council or their designated representative.

C. The City shall provide to the City Attorney those legal books, texts, and periodicals on municipal law that are currently available at City Hall. Additionally, such legal material shall be considered annually during the City budget adoption process. The City Attorney shall, upon vacating the office of City Attorney, surrender to his successor all City purchased books, texts, and periodicals, as well as any and all files and other documents pertaining to City business.

D. The City Attorney shall be entitled to attend meetings and conferences such as the League of California cities sponsored activities as approved in the City Attorney's annual budget. He shall be entitled to reimbursement for registration, meals, lodging and transportation on the same basis as the department heads for attending similar conferences and meetings.

E. The City Attorney will be allowed to conduct an outside law practice.

4. Litigation Duties

A. "Litigation" as used in this agreement shall mean the representation of the City and/or its officers, officials and employees in judicial or quasi-judicial actions filed or pending before a court or administrative body or in which the City has authorized the filing of a judicial or quasi-judicial action before a court or administrative body, or authorized response to an action to which it is a party. This representation shall include negotiations between the parties and/or their counsel, research of relevant legal authorities, preparation of documents for filing with the court or administrative body and such related documents as are reasonably necessary to carry-out the representation of the City and/or its officers, officials and employees, investigation of the facts, appearances before the court or administrative body, consultations with the clients, necessary and appropriate correspondence, and such other acts reasonably necessary to represent the clients.

B. The City Attorney shall represent the City, its officers, officials and employees in all litigation, whether civil or criminal, required in the enforcement of the City's ordinances.

C. As authorized by the City Council, the City Attorney or his representative shall represent the City, its officers, officials and employees in litigation to which the City may be a party except where a conflict of interest exists or where the requirement of specialized legal expertise makes representation inappropriate. In such situations, the City Council may request that the City Attorney spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the City's interest.

5. Services of Assistants and Paralegals

A. The City Attorney may delegate some of his duties to other competent attorneys, paralegals, or law clerks employed by him or his law firm, provided that the City Attorney shall be personally responsible for all work performed by such assistants, and shall ensure that all work is performed in a competent and professional manner.

B. The City Attorney, with the prior notice to the City Council, may select another person or persons to act as City Attorney in representing the City in cases where the City Attorney is unable to act due to illness, vacation or other reason, or when the City Attorney requires such assistance. Such representatives will be compensated at the city Attorney's own expense. The City Council shall have the right to reject the City Attorney's choice of representative in its discretion.

6. Limitation of Duties

A. The City presently contracts for professional employer-employee relations services, providing assistance with interpretation of City labor agreements and employee disciplinary actions. The City Attorney will not be required to participate in the City negotiation process with its designated employee representative. The City Attorney may be required, however, to advise and defend the City on personnel matters subject to litigation, normally involving hiring and promotional practices, and disciplinary actions.

B. The City currently contracts for both the administration and legal representation for all workers' compensation claims and litigation. The City Attorney will not be required to assist in this area.

C. The City presently contracts for the administration and legal representation for some general liability claims and litigation. The City Attorney's role in such cases shall be consistent with the adopted policy of the City Council.

D. It is anticipated that major litigation in specialized areas will be contracted out to an appropriate law firm specializing in the particular subject area. The City Attorney will be responsible for general oversight in such cases and for providing general legal assistance to the other law firm as required.

7. Compensation

A. The City Attorney shall receive a non-refundable monthly retainer in an amount to be established by resolution of the City Council. This retainer shall cover rendition of a specified amount of the regular duties and representation in

litigation described in sections 2 and 4 of this Agreement as determined by the City Council, as well as time spent at seminars, professional conferences, and on educational activities intended to enhance the City Attorney's skills and knowledge as it relates to his duties, and such team building and staff development retreats and activities as are normal and appropriate for the City Attorney to attend.

B. Services of other attorneys employed under the supervision of the City Attorney shall be billed at hourly rates established by resolution by the City Council.

C. The City Council may in its discretion authorize additional compensation for services that would require services above and beyond those covered by the City Attorney's retainer.

8. Costs

The City Attorney shall be entitled to be reimbursed by the City for all costs advanced on his behalf such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators; fees, appraisers' fees, costs of photographs and charts in connection with litigation, and the like.

9. Overhead

Except as expressly provided, the City Attorney shall pay all overhead incurred in providing City Attorney services to CAMPBELL including, but not limited to rent of the law firm's office, telephone, secretarial, bookkeeping, postage, stationary, office supplies, insurance, library, copying, taxes and licenses.

10. Records, Monthly Statements, and Audit

The City Attorney shall maintain careful and accurate records of all time spent by the City Attorney to closest one-quarter (1/4) of an hour, and all reimbursable costs advanced by the City Attorney's office in conjunction with City business. The Attorney shall render monthly statements to the City for the performance of all regular and litigation services showing the services performed, the hours spent, the costs advanced and the amount the City Attorney is entitled to receive from the City for the month. If approved, the sum shown to be due by such statement shall be paid to the City Attorney by the City within thirty (30) days after said approval. Books of account and the time records of the City Attorney pertaining to business transacted for the City shall be open to audit by the City auditor, upon prior request of the City Council.

///

11. Termination

This Agreement may be terminated upon either party giving the other sixty (60) days written notice.

12. Effective Date

This Sixth Amended Agreement shall be effective from July 1, 2023, and shall supersede all prior agreements between the City and the City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2023.

CITY OF CAMPBELL

By: _____ _____
Anne C. Bybee, Mayor William R. Seligmann

RESOLUTION NO. 13203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL ADJUSTING COMPENSATION OF THE CITY ATTORNEY'S OFFICE

WHEREAS, William Seligmann was appointed as Interim City Attorney in October of 1985, and later appointed as City Attorney commencing January 1, 1987; and

WHEREAS, during his tenure as City Attorney, Mr. Seligmann and his firm have provided quality service to the City; and

WHEREAS, under the current Sixth Amended Agreement for City Attorney Services (Sixth Amended Agreement), and City Council Resolution 12708, the City Attorney receives a monthly retainer of $20,640 covering one hundred (100) billable hours per month; and

WHEREAS, under City Council Resolutions 12708 and 13019, hourly rates for services provided in excess of those covered by the monthly retainer are as follows: City Attorney and Firm Partners are billed at $350 per hour, an Associate Attorney is billed at $275 per hour, and Paralegals and Law Clerks are billed at $160 per hour; and

WHEREAS, recently the City Council completed its annual performance evaluation of the City Attorney and is pleased with the services rendered by the City Attorney and the City Attorney's Office; and

WHEREAS, through the years, the cost of providing legal services has increased; and as consequence, the cost of Associate Attorneys, Paralegals, and Law Clerks has increased; and

WHEREAS, the City Council has determined that an adjustment to the compensation of the City Attorney's Office is warranted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell that pursuant to Section 7 of the Sixth Amended Agreement for City Attorney Services, the monthly retainer amount and the compensation for services performed by the City Attorney's Office on or after July 1, 2024 shall be as follows:

1. The City Attorney shall receive a non-refundable retainer of $21,250 per month to cover the first 100 hours of services, as well as time spent at seminars, educational conferences, and other educational activities intended to enhance the City Attorney's skills and knowledge as it relates to his duties, and such team building and staff development retreats and activities as are normal and appropriate for the City Attorney to attend; and

2. Services not covered by the retainer shall be billed at the following rates:
    a. $350 per hour for services rendered the City Attorney or a Partner;
    b. $285 per hour for services rendered by an Associate Attorney; and
    c. $165 per hour for services rendered by a Paralegal or Law Clerk.

PASSED AND ADOPTED this 20th day of August, 2024, by the following vote:

AYES: Councilmembers: Bybee, Furtado, Scozzola, Lopez, Landry
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Susan M. Landry
Susan M. Landry, Mayor

ATTEST:

Andrea Sanders
Andrea Sanders, City Clerk

RESOLUTION NO. 13019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING A SIXTH AMENDED AGREEMENT FOR CITY ATTORNEY SERVICES AND ADJUSTING COMPENSATION OF THE CITY ATTORNEY FOR SERVICES PERFORMED BY PARALEGALS AND LAW CLERKS

WHEREAS, William Seligmann was appointed as Interim City Attorney for the City of Campbell (City) in October of 1985, and later appointed as City Attorney commencing January 1, 1987; and

WHEREAS, William Seligmann has effectively preformed the duties of his office during his long tenure as City Attorney; and

WHEREAS, the City has previously covered payment of the full premium for medical insurance policies for the City Attorney and his eligible family members; and

WHEREAS, the City Attorney's agreement was not previously amended to reflect the practice of the City's payment of the full medical premiums; and

WHEREAS, the parties desire to amend the agreement to reflect the ongoing practice with respect to the payment of medical insurance premiums; and

WHEREAS, in a paper presented at the California League of Cities Annual Conference on September 22, 2011, attorney Brian Libow advised that the requirements of California Government Code section 53202.3 allow for a city to pay a higher share of the premiums for some employees, as long as the same basic medical insurance plans or policies are available to a large group of employees; and

WHEREAS, in April of 2021, the City Attorney restructured the rate structure of his office as set forth in City Council Resolution No. 12708 to eliminate a surcharge, which resulted in a significant savings to the City and reduction in compensation the City Attorney's Office; and

WHEREAS, the hourly rate charged for paralegal and law clerk services for services not covered under the City Attorney's monthly retainer of $150 dollars per hour has remained unchanged since July 1, 2013; and

WHEREAS, the City Council has determined that an adjustment to the City Attorney's compensation rate for paralegals and law clerks is warranted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell as follows:

1. The City Council approves the **Sixth Amended Agreement for City Attorney Services, as attached hereto**, and authorizes the Mayor to execute the Agreement; and

2. The City Attorney's compensation rate for service performed by paralegals or law clerk that are not covered under the monthly retainer shall be $160 per hour for services performed on or after July 1, 2023, while all other rates of compensation shall remain as adopted by **City Council Resolution No. 12708, attached hereto**.

PASSED AND ADOPTED this 18th day of July, 2023, by the following vote:

AYES:	Councilmembers: Lopez, Scozzola, Furtado, Landry, Bybee
NOES:	Councilmembers: None
ABSENT:	Councilmembers: None

APPROVED:

Anne C. Bybee, Mayor

ATTEST:

Andrea Sanders, City Clerk