



CALL AND NOTICE OF SPECIAL MEETING AT 5:30 PM OF THE VALLEJO CITY COUNCIL

JUNE 8, 2026


COUNCIL MEMBERS

Andrea Sorce (Mayor)
 Diosdado "JR" Matulac (Vice-Mayor)
 Peter Bregenzer
 Helen-Marie Gordon
 Tonia Lediju, PhD
 Alexander Matias
 Charles Palmares

HYBRID MEETING
www.Cityofvallejo.net

REVISED AGENDA
Corrections to the Staff Report and Resolution for Item 3.A.

Council Chambers
 555 Santa Clara Street
 Vallejo, CA 94590

<p>NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom</p>	<p>City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.</p>
<p>PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.</p>	<p>For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment</p>
<p>VIEW THE MEETING: There are four different ways you can view this public meeting:</p> <ul style="list-style-type: none"> • In Person • Watch Vallejo local channel 28 • Stream from the City website: www.cityofvallejo.net/Streaming • Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net 	<p>Scan QR code for live captions and translation in Spanish and Tagalog.</p> 
<p>Hybrid Options are available for members of the public to participate. To participate remotely</p>	
<p><u>Option to Join by Computer</u> From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313</p>	<p><u>Option to Join by Phone</u> Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute</p>
<p>Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City’s website at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk</p>	



Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

AGENDA

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

You are hereby notified that I do hereby call the Vallejo City Council in special session to consider only the matters stated on the agenda listed below. NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the agenda before or during consideration of that item. No other items may be discussed at this special meeting

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ACTION CALENDAR**

NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first

A. **ADOPT A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR ALESHIRE & WYNDER, LLP**

Recommendation: Adopt a resolution approving a legal services agreement for Aleshire & Wynder, LLP to provide special counsel legal services relating to a personnel complaint.

Contact: Nalungo Conley, Assistant City Manager
Nalungo.Conley@cityofvallejo.net

4. **ADJOURNMENT**

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolano.com

Dated: Saturday, June 6, 2026



Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce (Mayor)
Diosdado "JR" Matulac (Vice-Mayor)
Peter Bregenzer
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 12:00 p.m., Saturday, June 6, 2026.

Dated: Saturday, June 6, 2026





DATE: June 8, 2026
TO: Mayor and Members of the City Council
FROM: Nalungo Conley, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR ALESHIRE & WYNDER, LLP**

RECOMMENDATION

Adopt a resolution approving a legal services agreement for Aleshire & Wynder, LLP to provide special counsel legal services relating to a personnel complaint.

REASONS FOR RECOMMENDATION

The City received a personnel complaint which necessitates special counsel to provide advice and counsel to the City Council. The City of Vallejo is engaging Aleshire & Wynder, LLP to provide special counsel legal services relating to this matter.

BACKGROUND AND DISCUSSION

The City received a personnel complaint which necessitates an outside special counsel to provide advice and counsel to the City Council. The City of Vallejo is engaging Aleshire & Wynder, LLP to provide special counsel legal services relating to this matter.

FISCAL IMPACT

Fees incurred will be paid through Savings from the FY25/26 CMO budget.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has the potential of resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Resolution (Legal Services Agreement)_AWAttorneys.revised
2.	2026 Aleshire-WynderLLP- PSA FINAL

CONTACT

Nalungo Conley, Assistant City Manager
Nalungo.Conley@cityofvallejo.net

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF VALLEJO APPROVING A LEGAL SERVICES AGREEMENT
WITH ALESHIRE & WYNDER, LLP AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY**

WHEREAS, Aleshire & Wynder, LLP is a law firm that provides practical, experienced legal support in public agency law, attorney-led investigations, and labor & employment services across California.; and

WHEREAS, the City of Vallejo has received a personnel complaint which necessitates an outside special counsel to provide legal services to the City; and

WHEREAS, the City of Vallejo is engaging Aleshire & Wynder, LLP to provide special counsel legal services.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Vallejo does hereby approve the Legal Services Agreement with Aleshire & Wynder, LLP and authorizes the City Manager to execute the Agreement on behalf of the City.

Adopted by the City Council of the City of Vallejo at a regular meeting held on _____, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANDREA SORCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

AGREEMENT FOR SPECIALIZED LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is made and entered into this 1st day of June 2026, by and between the City of Vallejo, a California municipal corporation (“City”), and the law firm of Aleshire & Wynder, LLP, a California professional corporation (“Firm”). City and Firm may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. The Parties seek to enter into this Agreement to authorize Firm to provide special counsel legal services to City.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 will prevail.

Section 2. Special Counsel Services. City hereby retains Firm to provide special counsel legal services. Firm shall assist, advise and represent City, including its City Council, officers and employees in connection with legal matters where a conflict of interest or potential conflict of interest exists. Firm hereby agrees to perform such legal services (“Legal Services”). The City Manager for City (“City Manager”) is authorized and charged with executing this Agreement. Harry Black will be the primary contact for City. Michelle E. Sassano, Esq. may from time to time assign alternate attorneys, paralegals, and investigation coordinators and report writers employed by Firm to perform the Legal Services set forth in this Agreement but, shall be primarily responsible for those services.

Section 3. Effective Date. This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement on June 1, 2026 (“Effective Date”).

Section 4. Integrated Agreement. This Agreement contains all the agreements of the Parties and all previous understandings and negotiations are integrated into this Agreement.

Section 5. Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties, except as otherwise stated herein. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing by the City Manager and Firm and shall not require the approval of the City Council.

Section 6. Compensation and Services.

6.1. Standard of Performance. Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the geographical area in which Firm practices its profession. Firm shall prepare all work product required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Firm’s profession.

6.2 Time. Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 6.1 of this Agreement and to satisfy Firm’s obligations hereunder.

6.3. Hourly Rate for Legal Services. The hourly rate for all legal services will be provided at the following rates:

Attorneys & Staff	Hourly Rate
Partners	\$445.00
Senior Counsel/Senior Attorneys	\$420.00
Associate Attorneys	\$395.00
Paralegals and Law Clerks	\$300.00

6.3.1. CPI Increase. The rates herein will be adjusted annually in accordance with an increase in the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward Area (“CPI”), but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term (as defined below) of this Agreement. Any increase in rates herein resulting from an increase to the CPI will be rounded up to the nearest dollar. Any changes in Firm’s rates shall be based on the October CPI, released every year in November, and shall become effective on January 1st of each year, following a thirty (30) day notice to City. However, the rates set forth herein shall not be increased before January 1, 2026. Notwithstanding the foregoing, at no time shall Firm’s rates be increased more than five percent (5%) per year.

6.4. Outside Counsel. If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, Firm will charge and City agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the City Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to City.

6.5. Costs, Expenses & Advances. City shall pay for costs, expenses, and advances incurred by Firm on behalf of City, and services provided by or obtained through Firm on behalf of City (“Costs & Advances”). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs by Firm. Costs & Advances include, but are not limited to: outside courier services, court runner services, court reporter services, and transportation costs. The Parties agree that City shall pay the Costs & Advances of copying and printing at a rate of twenty cents (\$0.20) per page, as adjusted annually by the CPI. Automobile

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mileage will be calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. All Costs & Advances shall be itemized on Firm's monthly invoice to City and shall be due pursuant to Section 6.7 of this Agreement.

6.6. Included Services. Notwithstanding any other provision in this Agreement to the contrary, City will not be required to pay any separate or additional charge for the following:

- a. Electronic legal research, secretarial services, word processing, or clerical services which are included in the hourly rates of Firm's legal professionals.
- b. Charges associated with telephone or facsimile services.

6.7. Invoices and Statements.

a. Firm shall provide City with an itemized statement or invoice for fees, costs, expenses, and advances incurred on a monthly basis to City Manager. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as City may direct.

b. Payments shall be made by City to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice.

6.8. Payment of Taxes. Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6.9. Authorization to Perform Services. Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from City.

Section 7. Term and Termination.

7.1. Term. This Agreement shall begin on the Effective Date and shall continue until terminated by City or Firm upon sixty (60) days advance written notice to the non-terminating party. Upon termination, Firm shall be entitled to and City shall immediately pay all amounts owed to Firm. City, however, may condition payment of such compensation upon Firm delivering to City copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Firm.

7.2. Options Upon Breach of Agreement by Firm. If Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

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- a. Immediate termination of the Agreement;
- b. Retention of the plans, reports, documents, and any other work product prepared by Firm pursuant to this Agreement; or
- c. Retention of a different law firm to complete any work described in Section 6 of this Agreement.
- d. Any other legal remedy.

Section 8. Independent Contractor and Assignment.

8.1. Independent Contractor. Firm shall perform all Legal Services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the Legal Services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision, or control of Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

8.2. Assignment and Subcontracting. City and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein without the prior written approval of the City Manager. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of City.

Section 9. Conflicts.

9.1. No Present Conflicts. Firm has no present or contemplated employment that is adverse to City. Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against City. However, Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to City, and Firm reserves the right to represent such clients in matters not connected with its representation of City so long as Firm provides notice of such representation to City.

9.2. Duty to Disclose Future Conflicts. If a potential conflict of interest arises in Firm's representation of two clients, if such conflict is only speculative or minor, Firm shall inform City and seek waivers from each client with regards to such representation. However, if real conflicts exist, Firm would withdraw from representing either client in the matter and assist them in obtaining special counsel.

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9.3. No Conflict in Violation of Government Code Section 1090. Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Firm in a “conflict of interest,” as that term is defined in the rules of professional responsibility governing Firm’s profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Section 10. Insurance Coverage.

10.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Firm’s profession (Errors and Omission).

10.2. Minimum Limits of Insurance. Firm shall maintain limits no less than:

A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Firm is not subject to California Workers’ Compensation requirements, Firm shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): \$2,000,000 combined single limit per occurrence, and annual aggregate.

10.3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce

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or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Firm's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Firm's performance under this Agreement.

10.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

10.6. Verification of Coverage. Firm shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by

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this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

10.7. Subcontractors. Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10.8. Payment Withhold. City will withhold payments to Firm if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Firm otherwise ceases to be insured as required herein, except for coverage which the City Manager approves Firm to be exempted from.

Section 11. Legal Requirements.

11.1. Governing Law. The laws of the State of California shall govern this Agreement.

11.2. Compliance with Applicable Laws. Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

11.3. Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

11.4. Licenses and Permits. Firm represents and warrants to City that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to City that Firm and its employees, agents, and any outside counsel shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the term of this Agreement any required business licenses from City.

Section 12. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 13. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 14. Work Product.

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14.1. Records Created as Part of Firm’s Performance. Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement to City upon termination of the Agreement, consistent with the California Rules of Professional Conduct for attorneys and consistent with the need for appropriate confidentiality related to workplace investigation services. It is understood and agreed that the documents and other materials, including, but not limited to, those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use.

14.2. Firm’s Books and Records. Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Firm pursuant to this Agreement.

14.3 Inspection and Audit of Records. Any records or documents that Section 14.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, or copying at any time during regular business hours, upon oral or written request of City.

Section 15. WORKPLACE INVESTIGATION SERVICES – NOTICE REGARDING NEUTRALITY & INDEPENDENCE; ATTORNEY-CLIENT COMMUNICATIONS AND PRIVILEGE. COMMUNICATIONS BETWEEN ATTORNEYS AND CLIENT. City agrees that when Firm performs workplace investigation services, Firm will have full discretion to make findings of fact without City’s influence or interference. City understands and acknowledges that Firm will exercise independent judgment to make whatever findings are warranted based on the evidence presented. This Agreement is not dependent on Firm making or failing to make any particular credibility determination, finding of fact, or conclusion in any matter. The Parties recognize that all services provided by Firm to City are protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, City hereby authorizes Firm to use facsimile transmissions, cellular telephone calls and text, unencrypted email and other electronic transmissions in communicating with City. Unless otherwise instructed by City, any such communications may include confidential and/or privileged information. When conducting workplace investigation services, the Parties agree the purpose is to facilitate the rendering of legal advice by either our office or the City’s appointed general or other special counsel. Accordingly, to the fullest extent permitted by law, Firm’s communications and work product will be protected from disclosure pursuant to the attorney-client privilege, unless waived by City following consultation with Firm. This includes, but is not limited to: drafts; internal Firm notes, emails, or memoranda; phone, text, and email correspondence; and other written and verbal communications. The release of information related to workplace investigations which may be required by City policy shall not otherwise alter the application of the attorney-client privilege to such communications or Firm’s work product.

Section 16. Notices. Any notice or communication required hereunder between City and Firm

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Section 18. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Neither Party shall be liable for any representations made, express or implied, which are not specifically set forth herein.

Section 19. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with.

Section 20. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

Section 21. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

Section 22. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 23. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

SIGNATURE PAGE TO IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Firm as of the date of execution by City.

CITY OF VALLEJO,
a California municipal corporation

By: _____
Harry Black, City Manager

Date Signed: _____

Attest:

By: _____
Dawn Abrahamson, City Clerk

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, Esq.
Equity Partner

Date Signed: _____

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