

## RESOLUTION NO. 1961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE RENEWAL OF A RETAINER AGREEMENT  
 WITH THE FIRM OF HUTTON, FOLEY, ANDERSON  
 AND BOLLES, INC.

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and City Clerk be, and they are hereby, authorized and directed for and on behalf of the City of Soledad, to execute a Retainer Agreement for Professional Services, with the firm of HUTTON, FOLEY, ANDERSON, AND BOLLES, INC., in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 13th day of February, 1990, by the following vote:

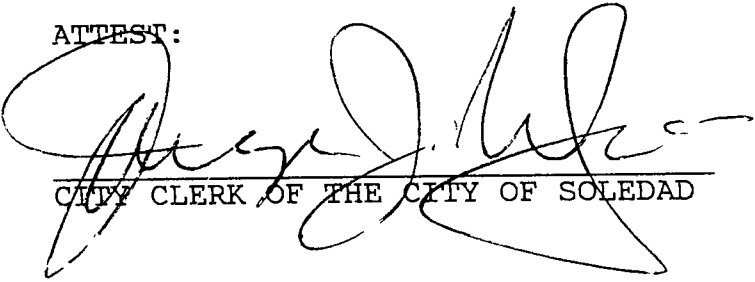
AYES, and in favor thereof, Councilmembers: Manuel Campos, John Holguin, Fred Ledesma, Mayor Pro Tem Joe Ledesma, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSENT, Councilmembers: None

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
 CITY CLERK OF THE CITY OF SOLEDAD

RETAINER AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a California municipal corporation, hereinafter called CITY, and HUTTON, FOLEY, ANDERSON & BOLLES, INC., a California professional law corporation, hereinafter called ATTORNEY.

CITY hereby retains ATTORNEY to provide and perform legal services it may from time to time require, and ATTORNEY hereby agrees to provide and perform said services. JOHN W. HUTTON shall hold the office of City Attorney and EDWARD J. FOLEY shall hold the office of Assistant City Attorney.

ATTORNEY shall be paid compensation for said services at the rate of \$90.00 per hour, except for services rendered in connection with land development projects by private developers, for which the rate of compensation shall be \$125.00 per hour. Payment shall be made each month upon presentation of an itemized statement covering the previous calendar month, describing the work performed, the amount of time spend performing it, the total number of hours worked during the month, and the total amount due. Separate billings shall be rendered for work on land development projects in order that CITY may obtain reimbursement from the developers involved.

In addition to the compensation provided for above, CITY shall reimburse ATTORNEY for all expenses incurred in connection with its representation of CITY upon receipt of an itemized statement of the same; provided, that when overnight travel is involved the cost of meals and incidentals shall be billed at \$40.00 per diem, without itemization, and automobile mileage shall be billed at the rate allowed by the Internal Revenue Service for income tax purposes.

This agreement may be terminated by either party at any time upon giving to the other party not less than thirty (30) days' written notice of such termination.

IN WITNESS WHEREOF, the said parties have executed this agreement this 13th day of February, 1990, to take effect on July 1, 1990.

CITY OF SOLEDAD, a California municipal corporation

BY *Richard [Signature]*  
Mayor

HUTTON, FOLEY, ANDERSON & BOLLES, INC., a California professional law corporation,

BY *Edward J. Foley*  
President

ATTEST: *[Signature]*  
city clerk

BY *John W. Hutton*