

## RESOLUTION NO. 1977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOLEDAD AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT  
WITH THE FIRM OF WHITMORE,  
KAY AND STEVENS

BE IT RESOLVED by the City Council of the City of Soledad, that the City Manager is hereby authorized and directed for and on behalf of the City of Soledad, to execute with WHITMORE, KAY AND STEVENS, a professional services agreement in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 8th day of May, 1990 by the following vote:

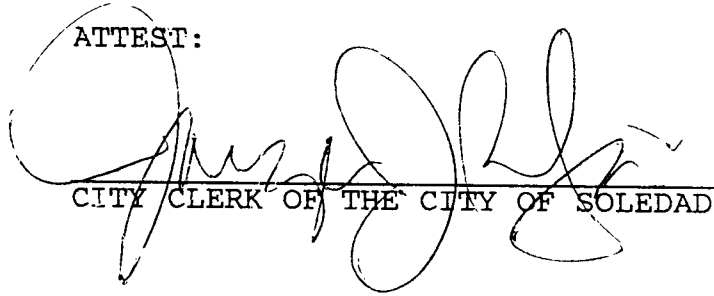
AYES, and in favor thereof, Councilmembers: Manuel Campos, John Holguin, Fred Ledesma, Mayor Pro Tem Joe Ledesma, Mayor Richard Ortiz

NOES, Councilmembers. None

ABSENT, Councilmember. None

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT BETWEEN  
CITY OF SOLEDAD  
AND  
WHITMORE, KAY & STEVENS

CITY OF SOLEDAD hereafter referred to as CITY, and WHITMORE, KAY & STEVENS, a partnership, located at 490 California Avenue, Suite 300, Palo Alto, California 94306, hereafter referred to as SPECIAL COUNSEL, mutually agree as follows

I

BASIS OF AGREEMENT

This agreement, effective January 23, 1990, is entered into by and between WHITMORE, KAY & STEVENS, and CITY OF SOLEDAD.

SPECIAL COUNSEL has the required background, experience, and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of this agreement

II

SCOPE OF THE WORK

SPECIAL COUNSEL shall provide services as requested by the CITY, including representation in administrative hearings, arbitrations, court proceedings and negotiations as designated by the CITY'S Manager

III

PAYMENT

The CITY shall pay SPECIAL COUNSEL for all time spent on CITY work, including necessary travel, at the rates specified in SPECIAL COUNSEL'S Public Agency Fee Schedule, attached hereto.

CITY understands that such rates may be changed by SPECIAL COUNSEL from time to time, provided, however, SPECIAL COUNSEL shall give CITY at least thirty (30) days advance written notice of such change. Payments shall be made at the end of each month upon receipt of itemized invoices indicating the number of hours of service provided to the CITY during the period for which a claim for payment is being made

CITY shall pay and reimburse SPECIAL COUNSEL for reasonable and necessary costs and expenses incurred in the course of performing such services, including, but not limited to, travel, document preparation, document duplication, computer research, and meals. Where appropriate SPECIAL COUNSEL shall apportion such expenses with other clients SPECIAL COUNSEL represents in adjacent areas.

#### IV

##### INDEPENDENT CONTRACTOR

While performing services hereunder, SPECIAL COUNSEL is an independent contractor and not an officer, agent or employee of the CITY.

#### V

##### INSURANCE

SPECIAL COUNSEL and CITY shall take out and maintain during the period of this agreement such general liability, workers' compensation and vehicle insurance as is required to protect SPECIAL COUNSEL and the CITY as their interest may appear

VI

HOLD HARMLESS AND INDEMNIFICATION

SPECIAL COUNSEL shall hold harmless and indemnify the CITY, its officers, agents and employees from and against any and all actions, suits or other proceedings which may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the CITY, its officers, agents and employees

CITY shall hold harmless and indemnify SPECIAL COUNSEL, its officers, agents and employees from and against any and all actions, suits or other proceedings which may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of SPECIAL COUNSEL, its officers, agents or employees.

VII

This agreement is effective January 23, 1990, is ongoing and may be modified by mutual agreement of the parties This agreement shall be terminable by either party upon 30 days written notice

WHITMORE, KAY & STEVENS

By M. Carl Stevens

Dated 1-23-90

CITY OF SOLEDAD

By [Signature]

Dated [Signature]

FEES AND CLIENT CONTRACTS - PUBLIC AGENCIES

(Hourly Rates)

Partners	\$145 00 - 195.00
Associates	\$110 00 - 155.00
Graduate Legal Assistants	\$70.00
Paralegals	\$50.00
Law Clerk	\$50.00