

RESOLUTION NO. 2064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT
 WITH HUTTON, FOLEY, ANDERSON & BOLLES, INC.

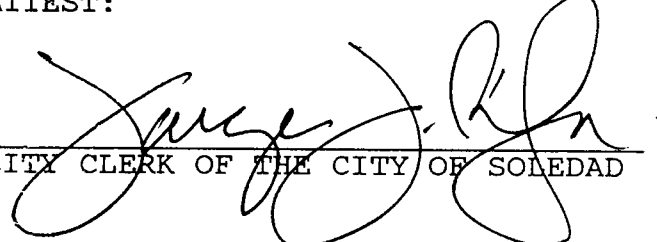
BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the City of Soledad, to execute with HUTTON, FOLEY, ANDERSON & BOLLES, INC., a California professional law corporation, a Retainer Agreement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

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 23rd day of January, 1991, by the following vote:

AYES, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin
 NOES, Councilmembers: None
 ABSENT, Councilmembers: Mayor Joe Ledesma, Councilmember Fabian Barrera


 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 all legal services it may from time to time require, and ATTORNEY hereby agrees to provide and perform said services. DONALD S. BOLLES 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 \$80.00 per hour through June 30, 1991, and commencing July 1, 1991, 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 spent 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

Exhibit A

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 shall become effective as of January 1, 1991, and supersedes all previous retainer agreements between the parties hereto.

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 24 day of January, 1991, to take effect on January 1, 1991.

CITY OF SOLEDAD, a California municipal corporation,

By Jac O. Lillo
Mayor

ATTEST:

[Signature]
City Clerk

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

By [Signature]
President

By [Signature]
Secretary