

RESOLUTION NO 2130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF A LEGAL SERVICES
 AGREEMENT WITH MEYERS, NAVE, RIBACK & WEST

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 MEYERS, NAVE, RIBACK & WEST, a professional corporation, a Legal Services agreement in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof, and

BE IT FURTHER RESOLVED BY THE City Council of the City of Soledad that Michael Rodriguez is hereby designated as City Attorney; and

BE IT FURTHER RESOLVED by the City Council of the City of Soledad that pursuant to the Retainer Agreement with Hutton, Foley, Anderson & Bolles, written notice of termination be provided and Hutton, Foley, Anderson & Bolles be thanked for their service.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 13th day of January, 1992, by the following vote


AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST:


 CITY CLERK OF THE CITY OF SOLEDAD

MEYERS, NAVE, RIBACK & WEST
 A Professional Corporation
 Gateway Plaza
 777 Davis Street, Suite 300
 San Leandro, CA 94577

Agreement For Legal Services

This is an Agreement for Legal Services entered into by and between City of Soledad ("City") and Meyers, Nave, Riback & West, a professional corporation ("Attorney").

W I T N E S S E T H:

WHEREAS, City desires to retain the services of Attorney to provide general legal advice and consultation in the capacity of City Attorney, and

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows.

1. Legal Services to be Provided. City hires Attorney to provide legal services as City Attorney to the City. As requested by the Council, its City Manager or designee such duties shall include preparation and review of contracts, leases, resolutions, ordinances, and other documents of legal import; attendance at City Council, Planning Commission, and staff meetings; rendition of legal opinions and advice on matters of City business; and such other duties or services generally performed by a City Attorney and necessary to assist the City in achieving its goals in a sound legal manner. Attorney shall also represent City in all litigation to which the City is a party except as to those matters governed by existing agreements.

2. Legal Fees. City agrees to pay Attorney a retainer of \$3,000 per month. For legal services rendered in any one month in excess of thirty hours except for litigation and cost recovery matters, City agrees to pay Attorney at the rate of \$125.00 per hour. For litigation City agrees to pay Attorney at the rate of \$125.00 per hour. For matters chargeable to third parties, i.e., development applicants, assessment districts and similar cost recovery matters, City agrees to pay Attorney at the rate of \$135.00 per hour. Attorney charges in minimum units of tenths of hours.

3 Costs and Expenses In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney as more specifically set forth in ATTACHMENT A, FEE AND BILLING INFORMATION. Attorney shall not, however, charge City for travel time and mileage to and from its offices to City for regular meetings with City Council, Planning Commission or staff.

4. Statements. Attorney shall bill the City monthly for fees and costs incurred. Services charged on an hourly rate shall be separately stated as to time, date and particular service rendered. City shall pay Attorney's statement within fifteen days of rendition.

5. Assigned Personnel. Attorney shall assign Michael Rodriguez to City and City shall designate Michael Rodriguez as City Attorney. Michael Riback and Steven Meyers will attend required meetings in the absence of Mr. Rodriguez. All members of the firm shall provide backup and assistance as otherwise necessary.

6. Discharge and Withdrawal. City may discharge Attorney at any time. Attorney may withdraw with City's consent or in the absence of such consent at any time following thirty days prior written notice

7. Conclusion of Services. When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude Attorney will, upon City's request, deliver City's file to City, along with any City funds or property in Attorney's possession.

8. Quality of Service. Attorney agrees to provide conscientious, competent and diligent service and at all times will seek to achieve solutions which are just and reasonable for the City. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, Attorney cannot and does not warrant, predict or guarantee results or the final outcome of any case or matter. Attorney carries and will maintain in full force and effect errors and omissions coverage

9. Independent Contractor Attorney is and shall be an independent contractor, and nothing herein contained shall constitute or make Attorney an employee of the City

10. Insurance Attorney agrees to maintain such professional and public liability insurance coverages as may be requested by City.

11. Effective Date This Agreement shall be effective _____ or the date of execution by the City whichever is later.

Attorney
MEYERS, NAVE, RIBACK & WEST

Date: 1/7/92

By [Signature]
Steven R. Meyers

City

Date: 1/13/92

By [Signature]
Mayor

Attest:

[Signature]
City Clerk

propose\soledad agr

MEYERS, NAVE, RIBACK & WEST

MICHAEL R. NAVE
 STEVEN R. MEYERS
 NATALIE E. WEST
 ELIZABETH H. SILVER
 MICHAEL S. RIBACK
 MOLLY T. TAMI
 MICHAEL F. RODRIQUEZ
 KATHLEEN FAUBION
 FREDERICK S. ETHERIDGE
 WENDY A. ROBERTS
 DAVID W. SKINNER

OF COUNSEL
 ANDREA J. SALTZMAN

A PROFESSIONAL LAW CORPORATION

GATEWAY PLAZA
 777 DAVIS STREET SUITE 300
 SAN LEANDRO CALIFORNIA 94577
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PENINSULA OFFICE

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 BURLINGAME, CA 94010-4211
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 FACSIMILE (415) 342-0886

MARIN OFFICE

1202 GRANT AVE. SUITE E
 NOVATO CA 94945
 TELEPHONE: (415) 892-8878

REPLY TO:

FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter to which this summary is attached.

Professional Fees Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our lawyers and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel. We view these rates as only a benchmark, and not as the sole determinant, of the value of our services. Upon agreement by the client, the amount of our fee will be the fair value of the services as determined by the partner in charge of the matter taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the size and scope of the matter, results obtained, and other relevant circumstances.

In general, we attempt to work on an economical basis by assigning tasks that do not require extensive legal training to assistants, law clerks and support personnel. Legal work that does not require more experienced attorneys will be performed, where feasible, by lawyers with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate, it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

08/23/91

Billing and Payment Procedures Unless other arrangements are made at the time of the engagement, bills will be sent monthly. When we foresee substantial costs, we may ask you to pay certain of them directly or to fund them in advance.

Our statements normally contain a brief narrative description of the work done, and the amount billed includes our out-of-pocket costs. We will be happy to break down the charges among the various projects or matters covered by the billing if requested.

The firm will be reimbursed for all costs incurred in the course of providing legal services to the client. Costs will include, but are not limited to, all third-party expenses, duplicating, long distance telephone, postage charges, delivery charges, travel time and expenses, computerized legal research, word processing, facsimile charges, telex, telecopier and filing fees. Costs or third-party expenses under \$250 will be paid by the firm and reimbursed by the client, any cost or third-party expense that exceeds \$250 will automatically be sent to the client for direct payment.

Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. If requested, the initials of the attorney who performed the work will appear on the statement, and you should feel free to contact that attorney or the partner in charge of your work or the office manager with any questions or comments you may have. We are happy to answer inquiries about the bill.

If you feel that a bill is not fair, we are always willing to discuss it. If we are unable to reach agreement, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The monthly late payment charge will be maximum of 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.