

RESOLUTION NO. 2440

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE FIRMS OF WHITMAN, BREED,
ABBOTT, AND MORGAN FOR LOBBYING SERVICES
NOT TO EXCEED SIX MONTHS AND AUTHORIZING
AN APPROPRIATION OF \$10,000 FROM
THE GENERAL FUND CONTINGENCY
FOR SAID PURPOSES**

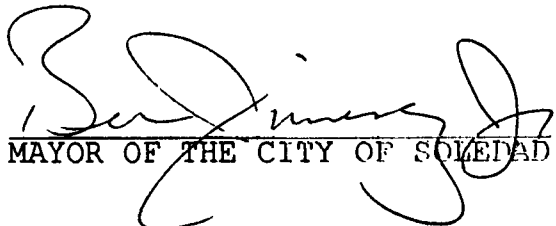
BE IT RESOLVED, by the City Council of the City of Soledad that City Manager is hereby authorized to enter into an agreement with the firm of Whitman, Breed, Abbott and Morgan, for lobbying services not to exceed six (6) months and authorizing an appropriation of \$10,000 from the General Fund Contingency for said purposes, 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 26th day of June, 1995 by the following vote.

AYES, and in favor thereof, Councilmembers: Fred Ledesma, Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Ben Jimenez, Jr.

NAYES, Councilmembers. None

ABSENT, Councilmember. John Holguin


MAYOR OF THE CITY OF SOLEDAD

ATTEST:

Bue

CITY CLERK OF THE CITY OF SOLEDAD

CONTRACT FOR LEGISLATIVE SERVICES

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter called "CITY", and WHITMAN BREED ABBOTT & MORGAN, hereinafter call "CONSULTANT", as follows

1 Engagement. CITY hereby engages CONSULTANT for the legislative services of Rodney J Blonein, and CONSULTANT hereby accepts said engagement upon the terms and conditions hereinafter set forth.

2 Term. The term of the contract shall commence on June 26, 1995, and terminate on November 30, 1995

3 Duties CONSULTANT shall represent CITY in legislative services regarding Assembly Bill 111, Senate Bill 1279, and other legislation relating to actions or budgeting concerning the California Department of Corrections, at the direction of City Manager Belinda Espinosa. CONSULTANT agrees to devote such time to the performance of services pursuant to this contract as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this contract.

All advice and communications shall be directed to the City Manager CONSULTANT shall be obligated to prepare a written report concerning all activities and efforts undertaken on CITY's behalf pursuant to this contract, and to submit the same to the City Manager, on a monthly basis

CITY agrees its employees will be encouraged to cooperate in a reasonable manner with all requests for assistance and/or information from CONSULTANT

4 Compensation. CONSULTANT shall receive a fee for consulting services in the amount of \$1,500 a month. CITY shall also be responsible for CONSULTANT's reasonable and ordinary expenses, such as photocopying (at a rate of not more than \$ 25¢ (twenty five) cents per page), postage and long-distance calls However, CONSULTANT shall be obligated to seek City Manager approval prior to exceeding \$100 00 in such additibnal costs within any given month.

5 Independent Contractor At all times during the term of this contract, CONSULTANT shall be an independent contractor and shall not be an employee of CITY CITY shall not have the right to control the means by which CONSULTANT

accomplishes services rendered pursuant to this contract.

6 Contractor No Agent. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this contract to bind CITY to any obligation whatsoever

7 Hold Harmless and Indemnification. CONSULTANT shall hold harmless, indemnify, and at CITY's request, defend CITY from and against all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, attorneys' fees or obligations, for or in connection with personal injury, including without limitation, death or damage to real property, which arises out of or is in any way connected with any willful or negligent act or omission occasioned during CONSULTANT'S performance of the subject matter of this contract.

Dated.

6-25-95

CITY OF SOLEDAD, a municipal corporation

Belinda B. Espinosa
City Manager

Dated.

6/28/95

WHITMAN BREED ABBOTT & MORGAN

Rodney J Blonein
Consultant