

RESOLUTION NO. 4332/356

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AND THE BOARD OF DIRECTORS OF THE SOLEDAD REDEVELOPMENT AGENCY APPROVING AMENDMENTS TO THE CITY OF SOLEDAD'S AND THE SOLEDAD REDEVELOPMENT AGENCY'S AGREEMENTS FOR LEGAL SERVICES WITH MEYERS NAVE

WHEREAS, Meyers Nave ("MN"), the City's and Agency's current legal counsel, is seeking an increase in rates and some modifications to the manner in which services are provided through amendments to its contracts for services; and

WHEREAS, MN has represented that the proposed rate increases are necessary in order to keep up with significant increases in MN's administrative costs and demands and to maintain its status quo by retaining the top legal talent available to the City in an increasingly competitive field; and

WHEREAS, the new proposed rate schedule, which increases rates last modified in 2006, is as follows:

	Existing Rate	Proposed New Rate
City Attorney General Services	\$155/175	\$175
Paralegal	\$103	\$105
Special Services		
Litigation	\$200	\$190
Litigation Paralegal	\$118	\$118
Redevelopment	\$186	\$190
Redevelop Paralegal	\$103	\$105
Complex Labor	\$175	\$190
Other	-----	\$190
Cost Recovery	\$232	\$240

WHEREAS, notwithstanding the proposed rate increases, MN will continue to work with the City Manager and Staff to minimize legal fees and maximize the value of the services being offered.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad and the Board of the Soledad Redevelopment Agency, that the contracts for services between the City of Soledad, the Soledad Redevelopment Agency and Meyers Nave be amended generally in accordance with the language set forth in Attachment "A" hereto. Once such amendments have been prepared, and the City Manager has confirmed that the language of said amendments conforms with the language set forth herein, the Mayor/Chair Person of the Agency Board is authorized to execute the amendments on behalf of the City and Agency.

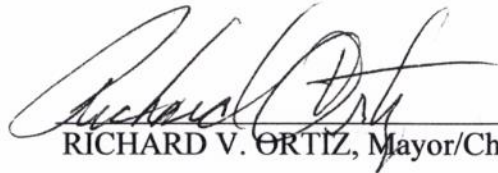
PASSED AND ADOPTED at a regular meeting of the City Council and the Soledad Redevelopment Agency duly held on the 4th day of February 2009, but the following vote:

AYES, and in favor thereof, Councilmembers/Agencymembers: Juan Saavedra, Patricia Stephens, Mayor Pro Tem/Vice Chair Martha Camacho, Mayor/Chairman Richard Ortiz

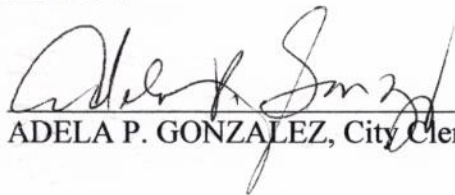
NOES, Councilmembers/Agencymembers: Richard J. Perez

ABSTAIN, Councilmembers/Agencymembers: None

ABSENT, Councilmembers/Agencymembers: None


RICHARD V. ORTIZ, Mayor/Chairman

ATTEST:


ADELA P. GONZALEZ, City Clerk/Secretary

Attachment 'A'

Proposed Changes to City Legal Service Agreement.

Compensation.

CITY shall compensate MEYERS NAVE on an hourly basis in accordance with the terms and conditions of this Agreement in the following amounts:

a. General Services: General services are defined to include preparation and attendance at City Council meetings and Planning Commission meetings, if needed. General services include preparation of routine ordinances, resolutions and documents; provision of routine legal advice to City staff, Council members, and Board members; attendance at City meetings with staff; and other matters generally considered within the duties performed by general counsel. General services will be provided at a blended rate of \$175 per hour. Paralegals performing general legal services will be charged at the rate of \$105 per hour.

b. Special Counsel Services. Special counsel services include all litigation; eminent domain; personnel matters; finance/taxation matters, e.g. impact fee analysis and preparation of assessment district formation; real property transaction involving the use/reuse, purchase or sale of property subject to or potentially subject to Federal and/or State laws regulating hazardous materials; environmental matters requiring the preparation of documents for, and/or appearance before, administrative agencies of the state or federal government, e.g. defense of enforcement orders, negotiations of permit conditions, preparation of documents identifying permit requirements for wetlands, endangered species or archeological resources; matters pertaining to soil and ground water remediation, air permitting, NPDES permitting to the extent such matters require analysis and services beyond those routinely provided during environmental review under the California Environmental Quality Act; and, pre-litigation matters pertaining to CERCLA, RCRA and other laws regulating the generation, transportation or disposal of hazardous materials. The City Attorney shall inform the City Manager prior to undertaking any special services and obtain his/her approval prior to beginning work unless the City Attorney is directed otherwise by the Council. Special counsel services will be provided at a blended rate of \$190 per hour. Paralegal services shall be charged at the rate of \$105 per hour.

c. Cost Recovery Services. Legal work chargeable to third party applicants of the CITY will be provided at the blended rate of \$240 per hour. Paralegals performing litigation services will be charged at \$115 per hour.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as duplication, facsimile charges, postage, delivery charges, and telephone charges shall not be separately billed but shall be billed as a surcharge of 3% of each invoice.

Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. Time associated with travel shall be billed at the applicable hourly rate. For travel to Monterey County associated with general services and special counsel services, no more than 1 hour each way shall be billed.

The foregoing rates shall be adjusted annually on the first day of January (commencing in 2010) throughout the term of this Agreement to the extent of any percentage change that occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the U.S. City Average during the preceding twelve (12) months. The Base Rent adjustment shall be calculated by CITY by multiplying the rates then in effect by a fraction, the numerator of which is the CPI for the month immediately prior to the applicable adjustment date, and the denominator of which is the CPI for the corresponding month of the prior year. Any resulting increase shall be rounded up to the nearest five dollars (\$5.00) per hour. In any event, no adjustment shall be less than 2.5% or more than 5.0% per year.

CITY may establish by appropriate fee schedule, permit and processing fees adequate to reimburse City for legal costs incurred but reimbursable by third parties seeking entitlements, permits or licenses.

The new rates set forth above and the provision of the services described in the attached "Legal Service Agreement," are only approved through the end of Fiscal Year 2008-2009, June 30, 2009.

All other terms and conditions of the original service Agreement and amendments thereto, unless changed herein, shall remain in full force and effect.

Proposed Changes to Redevelopment Legal Services Agreement

Compensation.

a. General and Special Services: General services are defined to include preparation and attendance at Agency meetings, if needed. General services include preparation of routine ordinances, resolutions and documents; provision of routine legal advice to Agency staff and Board members; attendance at Agency meetings with staff; and other matters generally considered within the duties performed by Agency general counsel. Special counsel services include all redevelopment matters; litigation; eminent domain; real property transaction involving the use/reuse, purchase or sale of property and all such matters potentially subject to Federal and/or State laws regulating hazardous materials; environmental matters requiring the preparation of documents for, and/or appearance before, administrative agencies of the state or federal government, e.g. defense of enforcement orders, negotiations of permit conditions, preparation of documents identifying permit requirements for wetlands, endangered species or archeological resources; matters pertaining to soil and ground water remediation, air permitting, NPDES permitting to the extent such matters require analysis and services beyond those routinely provided during environmental review under the California Environmental Quality Act; and, pre-litigation matters pertaining to CERCLA, RCRA and other laws regulating the generation, transportation or disposal of hazardous materials. Agency

Counsel shall inform the Executive Director prior to undertaking any special services and obtain his/her approval prior to beginning work unless the Agency Counsel is directed otherwise by the Board. General and special counsel services will be provided at a blended rate of \$190 per hour. Paralegals performing Agency general and special legal services will be charged at the rate of \$105 per hour.

b. Cost Recovery Services. Legal work chargeable to third party applicants of the AGENCY will be provided at the blended rate of \$240 per hour.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as duplication, facsimile charges, postage, delivery charges, and telephone charges shall not be separately billed but shall be billed as a surcharge of 3% of each invoice. Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. Time associated with travel shall be billed at the applicable hourly rate. For travel to Monterey County associated with general services and special counsel services, no more than 1 hour each way shall be billed.

The foregoing rates shall be adjusted annually on the first day of January (commencing in 2010) throughout the term of this Agreement to the extent of any percentage change that occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the U.S. City Average during the preceding twelve (12) months. The Base Rent adjustment shall be calculated by AGENCY by multiplying the rates then in effect by a fraction, the numerator of which is the CPI for the month immediately prior to the applicable adjustment date, and the denominator of which is the CPI for the corresponding month of the prior year. Any resulting increase shall be rounded up to the nearest five dollars (\$5.00) per hour. In any event, no adjustment shall be less than 2.5% or more than 5.0% per year.

AGENCY may establish by appropriate fee schedule, permit and processing fees adequate to reimburse AGENCY for legal costs incurred but reimbursable by third parties seeking entitlements, permits or licenses.

The new rates set forth above, and the provision of the services described in the attached "Legal Service Agreement," are only approved through the end of Fiscal Year 2008-2009, June 30, 2009.

All other terms and conditions of the original Agreement and amendments thereto, unless changed herein, shall remain in full force and effect.