

RESOLUTION NO. 4372/362

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

WHEREAS, on February 4, 2009, the City Council of the City of Soledad and the Board of Directors of the Soledad Redevelopment Agency adopted joint Resolution No. 4332/356, "Approving Amendments to the City of Soledad's and the Soledad Redevelopment Agency's Agreements for Legal Services with Meyers Nave"; and

WHEREAS, said Amended Agreements and services described in the agreements will expire on June 30, 2009, the end of the 2008-2009 Fiscal Year; and

WHEREAS, the City Council of the City of Soledad and the Board of Directors of the Soledad Redevelopment Agency now desire to extend the term of the Amended Agreements.

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 as set forth in Attachment "A" hereto, are extended from July 1, 2009 through December 31, 2009. The City Manager is hereby authorized and directed to make any changes to said agreements necessary to effectuate this term extension.

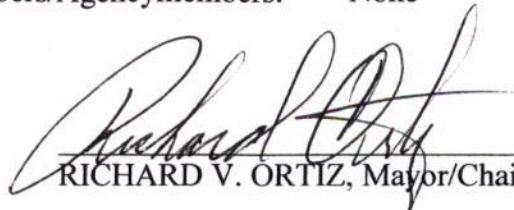
PASSED AND ADOPTED at a regular meeting of the City Council and the Soledad Redevelopment Agency duly held on the 3rd day of June, 2009, by the following vote:

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

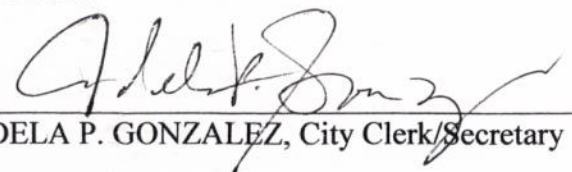
NOES, Councilmembers/Agencymembers: None

ABSENT, Councilmembers/Agencymembers: None

ABSTAIN, Councilmembers/Agencymembers: None


RICHARD V. ORTIZ, Mayor/Chairman

ATTEST:


ADELA P. GONZALEZ, City Clerk/Secretary

RESOLUTION NO. 4372/362

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WHEREAS, said Amended Agreements and services described in the agreements will expire on June 30, 2009, the end of the 2008-2009 Fiscal Year; and

WHEREAS, the City Council of the City of Soledad and the Board of Directors of the Soledad Redevelopment Agency now desire to extend the term of the Amended Agreements.

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 as set forth in Attachment "A" hereto, are extended from July 1, 2009 through December 31, 2009. The City Manager is hereby authorized and directed to make any changes to said agreements necessary to effectuate this term extension.

PASSED AND ADOPTED at a regular meeting of the City Council and the Soledad Redevelopment Agency duly held on the 3rd day of June, 2009, by the following vote:

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

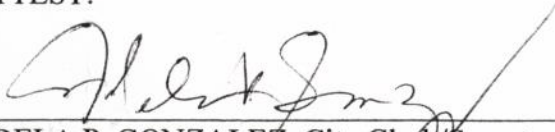
NOES, Councilmembers/Agencymembers: None

ABSENT, Councilmembers/Agencymembers: None

ABSTAIN, Councilmembers/Agencymembers: None

RICHARD V. ORTIZ, Mayor/Chairman

ATTEST:


ADELA P. GONZALEZ, City Clerk/Secretary

Attachment "A"

RESOLUTION NO. 2859

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING EXECUTION OF AN AGREEMENT FOR
LEGAL SERVICES WITH MEYERS, NAVE,
RIBACK, SILVER & WILSON

WHEREAS, since 1992, Meyers, Nave, Riback, Silver & Wilson ("Attorney") has provided general legal advice and consultation to the City of Soledad in the capacity of City Attorney; and

WHEREAS, City desires to continue to retain Attorney to provide such services, with slight modification to the previous terms of performance and adjustment to applicable service rates.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the City Council approves the "Agreement for Legal Services" with Meyers, Nave, Riback Silver & Wilson, a copy of which is attached hereto as Exhibit "A," and authorizes and directs the City Manager to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 17th day of May, 2000, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Fred Ledesma, Patricia Stephens, Mayor Pro Tem Richard Ortiz, Mayor Gary Gerbrandt

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


GARY GERBRANDT, Mayor

ATTEST:


BELINDA ESPINOSA, City Clerk

AGREEMENT FOR LEGAL SERVICES

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

WHEREAS, since 1992, Attorney has provided general legal advice and consultation to Agency in the capacity of City Attorney; and

WHEREAS, City desires to continue to retain Attorney to provide such services.

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

1. Scope of Engagement. 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 such preparation and review of contracts, leases, resolutions, ordinances, and other documents of legal import; attendance at City Council meetings, and attendance at Planning Commission and staff meetings on an as-needed basis; 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. Fees and Personnel. City agrees to pay Attorney a retainer of \$5200 per month. For legal services rendered in any one month in excess of forty (40) hours, City agrees to pay Attorney at the rate of \$150.00 per hour. For all litigation matters, including appeals and complex litigation, City agrees to pay Attorney at the rate of \$175.00 per hour. For matters chargeable to third parties, City agrees to pay Attorney at the rate of \$190.00 per hour. Paralegals will be charged at the rate of \$85.00 per hour. Attorney charges in minimum units of tenths of hours.
3. Disbursements 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 1, "Statement of Fee and Billing Information." Attorney shall not, however, charge City for travel and mileage to and from its offices to City for regular City Council and Planning Commission meetings.
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 thirty (30) days of rendition.
5. Termination of Services. City may terminate Attorney's services at any time by written notice. After receiving such notice, Attorney will cease providing all services. Attorney will cooperate with City in the orderly transfer of all related files and records to City's new counsel. Attorney may withdraw with City's consent, or in the absence of such consent, at any time following thirty (30) days prior written notice. Termination of Attorney's service, by either party, will not relieve the obligation to pay for services rendered and costs incurred before such services were formally ceased.

6. 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 of the final outcome of any case or matter.

7. Insurance. During the term of this engagement, Attorney shall maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to City.

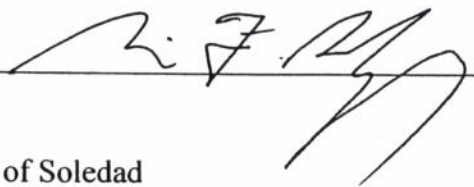
8. Independent Contractor. Attorney is and shall be an independent contractor, and nothing herein contained shall constitute or make Attorney an employee of the City.

9. Joint Representation. Attorney maintains "of counsel" agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of Attorney, it is necessary that City consent to dual representation by the firm and the specialist in the event a matter which City has requested Attorney to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of City's legal services, rather, it is an ethical requirement that Attorney disclose this fact and that City consent. City is consenting by signing this agreement.

10. Entire Agreement: Full Understanding; Modifications in Writing. This Agreement contains the entire Agreement between City and Attorney regarding legal representation. Any modifications to this agreement must be made in writing.

Date 5-25-2000

Attorney
MEYERS, NAVE, RIBACK SILVER & WILSON

By 

Date 6/5/00

City of Soledad

By Belinda B. Espinosa

RESOLUTION NO. 172

A RESOLUTION OF THE SOLEDAD REDEVELOPMENT AGENCY
AUTHORIZING EXECUTION OF AN AGREEMENT FOR
LEGAL SERVICES WITH MEYERS, NAVE,
RIBACK, SILVER & WILSON

WHEREAS, the Soledad Redevelopment Agency ("Agency") desires to retain legal counsel to perform a variety of services relating to implementation and operation of its Redevelopment Plan; and

WHEREAS, Agency desires to retain Meyers, Nave, Riback, Silver & Wilson ("Attorney"), to provide such services.

NOW THEREFORE, BE IT RESOLVED by the Soledad Redevelopment Agency that the Agency approves the "Agreement for Legal Services- Redevelopment" with Meyers, Nave, Riback Silver & Wilson, a copy of which is attached hereto as Exhibit "A," and authorizes and directs the Executive Director to execute the same on behalf of the Soledad Redevelopment Agency.

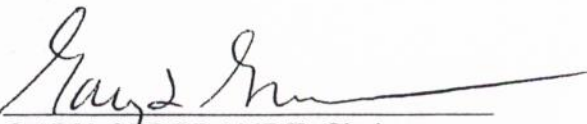
PASSED AND ADOPTED at a regular meeting of the Soledad Redevelopment Agency duly held on the 17th day of May, 2000, by the following vote:

AYES, and in favor thereof, Agencymembers: Fabian Barrera, Fred Ledesma, Patricia Stephens, Vice Chairman Richard Ortiz, Chairman Gary Gerbrandt

NOES, Agencymembers: None

ABSTAIN, Agencymembers: None

ABSENT, Agencymembers: None


GARY GERBRANDT, Chairman

ATTEST:


BELINDA ESPINOSA, Executive Director

AGREEMENT FOR LEGAL SERVICES

REDEVELOPMENT

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

WHEREAS, since 1992, Attorney has provided general legal advice and consultation to Agency in the capacity of Agency Counsel; and

WHEREAS, Agency desires to continue to retain Attorney to provide such services.

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

1. Scope of Engagement. Agency hires Attorney to provide legal services as Agency Counsel to the Agency. As requested by the Board of Directors, its Executive Director or designee, such duties shall include preparation and review of contracts, leases, resolutions, ordinances and other documents of legal import to redevelopment agencies; attendance at Agency meetings, rendition of legal opinions and advice on matters of Agency business; and such other duties or services generally performed by Agency Counsel and necessary to assist the Agency in achieving its goals in a sound legal manner. Attorney shall also represent Agency in all litigation to which the Agency is a party except as to those matters governed by existing agreements.
2. Fees and Personnel. Agency agrees to pay Attorney for basic legal services rendered at the rate of \$135.00 per hour. Complex transactions, such as land assembly and relocation, property dispositions and loan and/or grant documents, will be at the rate of \$150.00 per hour. For all litigation matters, including appeals and complex litigation, Agency agrees to pay Attorney at the rate of \$175.00 per hour. For matters chargeable to third parties, Agency agrees to pay Attorney at the rate of \$190.00 per hour. Paralegals will be charged at the rate of \$85.00 per hour. Attorney charges in minimum units of tenths of hours.
3. Disbursements and Expenses. In addition to paying legal fees, Agency shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney as more specifically set forth in Attachment 1, "Statement of Fee and Billing Information." Attorney shall not, however, charge Agency for travel and mileage to and from its offices to City for regular Agency meetings.
4. Statements. Attorney shall bill the Agency monthly for fees and costs incurred. Services charged on an hourly rate shall be separately stated as to time, date and particular service rendered. Agency shall pay Attorney's statement within thirty (30) days of rendition.
5. Termination of Services. Agency may terminate Attorney's services at any time by written notice. After receiving such notice, Attorney will cease providing all services. Attorney will cooperate with Agency in the orderly transfer of all related files and records to Agency's counsel.

Exhibit

"A"

Attorney may withdraw with Agency's consent, or in the absence of such consent, at any time following thirty (30) days prior written notice. Termination of Attorney's service, by either party, will not relieve the obligation to pay for services rendered and costs incurred before such services were formally ceased.

6. 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 Agency. 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 of the final outcome of any case or matter.

7. Insurance. During the term of this engagement, Attorney shall maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to Agency.

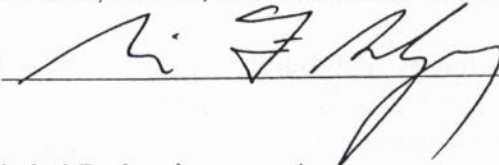
8. Independent Contractor. Attorney is and shall be an independent contractor, and nothing herein contained shall constitute or make Attorney an employee of the Agency.

9. Joint Representation. Attorney maintains "of counsel" agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of Attorney, it is necessary that Agency consent to dual representation by the firm and the specialist in the event a matter which Agency has requested Attorney to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of Agency's legal services, rather, it is an ethical requirement that Attorney disclose this fact and that Agency consent. Agency is consenting by signing this agreement.

10. Entire Agreement: Full Understanding; Modifications in Writing. This Agreement contains the entire Agreement between Agency and Attorney regarding legal representation. Any modifications to this Agreement must be made in writing.

Date 5-25-2000

Attorney
MEYERS, NAVE, RIBACK SILVER & WILSON

By 

Date 6/5/00

Soledad Redevelopment Agency

By Belinda B. Espinosa

RESOLUTION NO. 3671

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AN AMENDMENT TO THE LEGAL SERVICE CONTRACT WITH
MEYERS, NAVE, RIBACK, SILVER, AND WILSON**

WHEREAS, since 1992, Meyers, Nave, Riback, Silver and Wilson (MNRSW) has provided general legal advice and consultation to the City of Soledad in a capacity of City Attorney; and

WHEREAS, the last increase to the legal services contract with Meyers, Nave, Riback, Silver and Wilson was in May 17, 2002; and

WHEREAS, due to rising businesses and employee costs MNRSW is proposing a rate increase; and

WHEREAS, Staff has evaluated other legal services contracts and has determined that the proposed rate increase is reasonable; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Soledad that the City Council approves the "Amendment to the agreement for legal services" with Meyers, Nave, Riback, Silver and Wilson, a copy of which is attached hereto as Exhibit "A," and authorizes and directs the City Manager to execute the same on behalf of the City of Soledad.

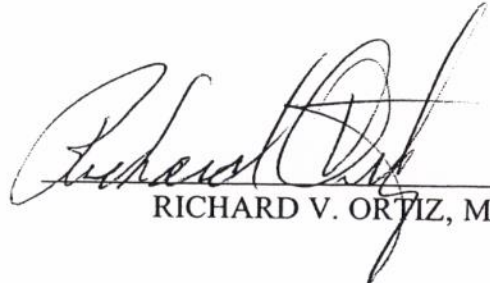
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th day of September, 2005, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher Bourke, Stefanie De La Rosa, Patricia Stephens, Mayor Pro Tem Juan Saavedra

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Richard Ortiz


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk

Amendment No. 2
To Agreement For Legal Services
With Meyers, Nave, Riback, Silver & Wilson

That certain agreement for legal services effective 10/1/2005, between The City of Soledad ("City") and Meyers, Nave, Riback, Silver & Wilson, a professional corporation, ("Attorney") is hereby amended by making the following changes to Section 2 of the Agreement.

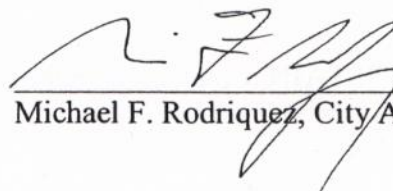
Section 2, Fees and Personnel is hereby rescinded in it entirety and replaced with the following:

"Fees and Personnel. City agrees that all work, up to the first 40 hours of work per month, performed by Attorney will be paid at the rate of \$150.00. For legal services rendered in one month in excess of forty hours, City agrees to pay Attorney at the rate of \$170.00 per hour. For all litigation matters, including appeals and complex litigation, City agrees to pay Attorney at the rate of \$195.00 per hour. For matters chargeable to third parties, i.e. development applications, assessment districts and similar cost recovery matters, City agrees to pay Attorney at the rate of \$225.00 per hour. Paralegals performing general legal services will be charged at the rate of \$100 per hour; paralegals performing litigation services will be charged at \$115.00 per hour."

With the exception of the language set forth above, the remainder of the Agreement will remain in full force and effect. This amendment shall be effective October 1, 2005.

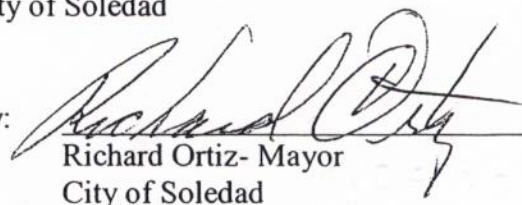
Meyers, Nave, Riback, Silver & Wilson

Date: 10-1-2005

By: 
Michael F. Rodriguez, City Attorney

City of Soledad

Date: Nov 16 2005

By: 
Richard Ortiz- Mayor
City of Soledad

RESOLUTION NO. 268

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD APPROVING AN AMENDMENT TO THE LEGAL SERVICE CONTRACT WITH MEYERS, NAVE, RIBACK, SILVER, AND WILSON

WHEREAS, since 1992, Meyers, Nave, Riback, Silver and Wilson (MNRSW) has provided general legal advice and consultation to the City of Soledad in a capacity of City Attorney; and

WHEREAS, the last increase to the legal services contract with Meyers, Nave, Riback, Silver and Wilson was in May 17, 2002; and

WHEREAS, due to rising businesses and employee costs MNRSW is proposing a rate increase; and

WHEREAS, Staff has evaluated other legal services contracts and has determined that the proposed rate increase is reasonable.

NOW THEREFORE, BE IT RESOLVED, by the Redevelopment Agency of the City of Soledad that the Agency approves the "Amendment to the agreement for legal services" with Meyers, Nave, Riback, Silver and Wilson, a copy of which is attached hereto as Exhibit "A," and authorizes and directs the Executive Director to execute the same on behalf of the Agency.

PASSED AND ADOPTED by the Redevelopment Agency of the City of Soledad at a regular meeting duly held on the 28th of September 2005, by the following vote:

AYES, and in favor thereof, Agencymembers: Christopher Bourke, Stefanie De La Rosa, Patricia Stephens, Vice Chairman Juan Saavedra, Chairman Richard Ortiz

NOES, Agencymembers: None

ABSTAIN, Agencymembers: None

ABSENT, Agencymembers: None

RICHARD V. ORTIZ, Chairman

ATTEST:

NOELIA F. CHAPA, Agency Clerk

MOTION: Resolution No. 3818 was approved by a majority vote on a motion made by Mayor Pro Tem Saavedra and a second by Councilmember De La Rosa.

Item #17: Review and Discuss the Proposed By Law Recommendations for the Overall Economic Development Commission and Provide Direction to Staff.

Economic Development Director Rodriguez presented the Staff report. He reviewed the various options available.

Councilmember Bourke recommends that he would rather see 12 city representatives and 5 county representatives, which would help with smart growth. Councilmember Bourke suggested that the times that meetings are held should be reasonable. Meetings at this moment are at 4:30 p.m. when most people are working.

Item #18: Request for Cost of Living Increase for Legal Services – Meyers/Nave

City Manager Chapa presented the Staff report.

City Attorney Rodriguez commented that Soledad was not being singled out and that they are asking all clients for the increase.

MOTION: A cost of living increase for Legal Services in the amount of 3.2% was approved by a majority vote on a motion made by Councilmember Bourke and a second by Councilmember De La Rosa.

COUNCILMEMBER’S/AGENCYMEMBER’S COMMITTEE UPDATES

- a) **Street Naming** - None
- b) **Miravale Section 16** - None
- c) **Development Review** - None
- d) **Overall Landscape Review** - None
- e) **Revolving Loan Fund** – Economic Development Director Rodriguez said that two old rehab loans had been collected.
- f) **Oldtown Soledad Beautification Association** – Mr. Franscioni wanted to know if there were any questions from City Council regarding budget and things they have accomplished last year. He also mentioned they are on phase one of the budget. The building has been completed and the chamber will be cleaning it up, they should have the grand opening within the next thirty days. After the grand opening they will start working on membership and he anticipates the membership fee will range from \$335 to \$500 annually.
- g) **Parks** - None
- h) **Redevelopment Neighborhoods** – Councilmember/Agencymember De La Rosa stated they had a meeting the previous evening and discussed the lights and emergency information.
- i) **CAC** - None
- j) **SR146 (Roads)** - None
- k) **Tree** - None



COUNCIL COMMUNICATION

SUBJECT: REQUEST FOR COST OF LIVING INCREASE FOR LEGAL SERVICES

MEETING

DATE: June 21, 2006

Recommendation

It is recommended that the City Council of the City of Soledad consider a proposed 'Cost of Living Increase for Legal Services' and if desired, approve the same by minute motion.

Background

The City and Agency's legal services are currently primarily provided by Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave.") Meyers, Nave has been providing legal services to the City and Agency since 1992. The City Council/Agency approved a rate increase for such services last year. For the reasons set forth below, Meyers, Nave is now requesting that the Council/Agency consider a cost of living rate increase, based on the Consumer Price Index for San Francisco-Oakland-San Jose, set at 3.2%.

Review and Analysis

The proposed increase is to cover cost-of-living expenses during the last year. Recent trends reflect an acceleration in such costs, and certain expenses (e.g. health care costs and premiums, fuel costs, etc.) have increased dramatically over the last few months, and will likely continue to increase well in excess of normal CPI rates. Additionally, by making annual or semi-annual incremental CPI adjustments to fees, it should be easier for the City/Agency to accommodate legal expenses in the budget.

The adjusted fees would be as follows:

	<u>Existing Rate</u>	<u>New Proposed Rate</u>
City Attorney	\$150/170	\$155/175
Paralegal	\$100	\$103
Litigation	\$195	\$200
Litigation paralegal	\$115	\$118
Cost Recovery	\$225	\$232
Cost Recovery Paralegal	\$115	\$118
Redevelopment	\$180	\$186
Redevelopment Paralegal	\$100	\$103
Complex Labor	\$170	\$175

* Numbers have been rounded up or down, as appropriate, to arrive at a whole number.

Meyers, Nave believes that the proposal set forth above is fair, competitive and represents rates that are generally market rate or below. The existing \$150 general rate, which applies to the first 40 hours billed each month, is among the firm's lowest municipal rates. (e.g. Cloverdale- \$160, San Juan Bautista- \$155, City of Dublin- \$185) Staff also prepared a survey of comparable rates for Council review last year that indicated the City's legal rates were similar to those charged in neighboring Monterey County cities.

The firm continues to be aware of and is sensitive to the difficult financial challenges for public entities generally, and for problems specific to Soledad. Although the City has faced a number of significant legal issues in the last year, we continue to work closely with the City Manager and Staff to keep legal expenses within or below budget where possible.

Financial Considerations

If the increase is granted, we would not anticipate that the legal budget will need to be increased from what the Council/Agency is considering in its budget for FY 2006-2007.

Alternatives

- Do not approve the requested Cost of Living Increase.

Public Hearing Requirements

None required.

City Attorney

City Manager

Attachment

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.