

~~Recording Requested By and
When Recorded Return to:
City Clerk's Office
P. O. Box 307
Paso Robles, CA 93447-0307~~

RESOLUTION NO: 92-RA_07

A RESOLUTION OF THE REDEVELOPMENT AGENCY
OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE CHAIRMAN TO EXECUTE AN
AGREEMENT FOR LEGAL SERVICES
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO de
ROBLES AND M^CDONOUGH, HOLLAND & ALLEN

WHEREAS, the Redevelopment Agency of the City of El Paso de Robles has the need for comprehensive legal services; and

WHEREAS, the law firm of M^CDounogh, Holland & Allen is qualified to provide such services and have submitted a proposal for services which meets the needs of the Agency;

NOW, THEREFORE, BE IT RESOLVED, that the Redevelopment Agency of the City of El Paso de Robles authorizes the Chairman to execute the Agreement for Legal Services between the Redevelopment Agency of the City of El Paso de Robles and M^CDonough, Holland & Allen, attached to this resolution as Attachment "B".

PASSED AND ADOPTED THIS 4th day of August 1992 by the following roll call vote:

- AYES: Heggarty, Macklin, Picanco, Iversen, and Martin
- NOES: None
- ABSENT: None
- ABSTAIN: None



 Chairman
 Steven W. Martin

ATTEST:


 Richard J. Ramirez, Agency Secretary

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 4th day of August, 1992, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO de ROBLES, herein called the "Agency," and McDONOUGH, HOLLAND & ALLEN, A Professional Corporation, engaged in the practice of law in Sacramento, the East Bay and Yuba City within the State of California, herein called "Special Counsel."

Recitals

A. The Agency is involved in undertaking redevelopment activities pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

B. The Agency desires to engage Special Counsel, in association with its General Counsel, to provide special legal services to the Agency and the City as required in connection with its redevelopment activities.

Agreements

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Special Counsel shall perform legal services as may be required from time-to-time by the Agency and its officers in connection with its redevelopment activities, including, but not limited to: advice, consultation, legal research and opinions regarding redevelopment activities and any actions and documents relating thereto. Iris P. Yang, a principal member of the firm of Special Counsel, shall be responsible for the performance of services hereunder and shall supervise any services performed by other members of Special Counsel's firm. It is understood that the Agency has General Counsel (the Agency Counsel) to render day-to-day and on-going legal services and that Special Counsel shall coordinate its services hereunder with the Agency's General Counsel to the extent required. Litigation services are not included under this Agreement, and in the event the Agency desires to retain Special Counsel for litigation, a separate agreement shall be entered into.

2. Time of Performance. The services of Special Counsel are to commence upon the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. Compensation, Reimbursement and Methods of Payment.

a. Compensation.

(1) Fee Basis. Fees shall be charged on an hourly basis for all legal services rendered.

(2) Amount of Fees. The hourly rate for services performed shall be the general client rates established by Special Counsel from time-to-time for its services. At the present time, these rates are \$135-\$225 per hour for principal attorneys, \$85-\$170 per hour for associate attorneys and \$75-\$90 per hour for legal assistants. Special Counsel shall notify the Agency's General Counsel of any change in rates.

b. Reimbursement. In addition to the compensation provided above, the Agency will reimburse Special Counsel for the following expenses:

(1) Necessary travel and subsistence expenses, in connection with the performance of Special Counsel's services pursuant to this Agreement;

(2) Such printing and copying expenses, long distance telephone calls, telegrams and similar costs relating to legal services and generally chargeable to a client; provided, however, such expenses shall not include normal office operating expenses. In lieu of itemizing such chargeable expenses, Special Counsel's firm will add an administrative charge of 4% to monthly billings; and

(3) Extraordinary expenses, such as express mail, courier services, etc.

c. Methods of Payment.

(1) Monthly Statements. As a condition precedent to any payment to Special Counsel under this Agreement, Special Counsel shall submit monthly to the Agency a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted.

(2) Timing of Payment. The Agency shall review Special Counsel's monthly statements and pay Special Counsel for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis in accordance with the approved monthly statements.

4. Employment of Other Counsel, Specialists or Experts. Special Counsel will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without prior approval of the executive officer of the Agency.

5. Termination of Agreement and Legal Services. This Agreement and all legal services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, project data and reports shall, at the option of the Agency, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Special Counsel shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

6. Interest of Members of Agency. No member of the governing body of the Agency, and no other officer, employee or agent of the Agency who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

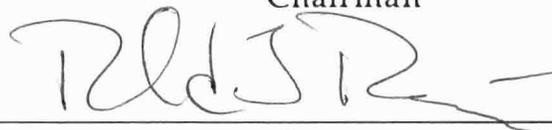
7. Interest of City Officials. No member of the governing body of the City, and no other public official of the City, who exercises any functions or responsibilities in the review or approval of the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

8. Interest of Counsel. Special Counsel (including principals, associates and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in the area covered by any project of the Agency to which this Agreement pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Special Counsel further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

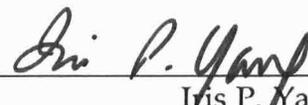
IN WITNESS WHEREOF, the Agency and Special Counsel have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF EL PASO de ROBLES

By 
Chairman

By 
Secretary
"AGENCY"

McDONOUGH, HOLLAND & ALLEN
A Professional Corporation

By 
Iris P. Yang
"SPECIAL COUNSEL"