

RESOLUTION NO 98-38

**A RESOLUTION APPROVING AGREEMENT FOR
LEGAL SERVICES FOR THE
1998 GENERAL OBLIGATION BOND ISSUE**

BE IT RESOLVED by the City Council of the City of El Paso de Robles as follows:

The City Council of the City of El Paso de Robles does hereby approve that certain agreement hereto attached as Exhibit "A" and incorporated herein by reference, between the City of El Paso de Robles and Robert M. Haight, Esq., for services by that attorney as Special Counsel for the City of El Paso de Robles, in connection with the authorization and issuance of General Obligation bonds for the acquisition and construction of the following municipal improvements:

- (i) bridge expansions, including Niblick Bridge;
- (ii) Public Safety Center;
- (iii) Barney Schwartz Park;
- (iv) Airport Industrial Development improvements;
- (v) Senior Center;
- (vi) Veterans Facility.


The Mayor of the City of El Paso de Robles is hereby authorized and directed for and on behalf of the City of El Paso de Robles, and as its act and deed, to execute the foresaid agreement and the City Clerk is authorized to attest the Clerk's signature thereto and affix the official seal of the City thereon.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting duly held on March 3, 1998, by the following vote:

AYES: Baron, Iversen, Macklin, Swanson, and Picanco

NOES: None

ABSENT: None



Duane Picanco, Mayor

ATTEST:



Madelyn Paasch, City Clerk

AGREEMENT FOR LEGAL SERVICES

1998 GENERAL OBLIGATION BONDS

This is an agreement for legal services between the CITY OF EL PASO DE ROBLES, California, referred to as Client, and ROBERT M. HAIGHT, Attorney at Law, Scotts Valley, California, referred to as Special Counsel

1. Client retains Special Counsel to perform the following legal services relating to the authorization and issuance of General Obligation bonds for the acquisition and construction of the following municipal improvements:
 - a) bridge expansions, including Niblick Bridge;
 - b) Public Safety Center;
 - c) Barney Schwartz Park;
 - d) Airport Industrial Development improvements;
 - e) Senior Center; and
 - f) Veterans Facility.

2. Special Counsel's services will include:
 - a) Preparation of all forms of resolutions, notices, affidavits, and other documents required by law relating to the authorization and issuance of General Obligation bonds (hereinafter referenced as "the financing process").
 - b) Assistance to Client's staff members concerning the performance of legally required duties in connection with the financing process.
 - c) Attendance at all public hearings held in the furtherance of the financing process (including continuances of the hearings, if any).
 - d) Attendance at all other public meetings of Client at which matters relating to the financing process are considered, except routine matters.
 - e) Attendance at staff meetings upon the request of the Client, after reasonable notice.
 - f) Telephone consultation with staff members and interested citizens to answer legal questions about the financing process.

- g) Assistance to staff, upon request, relating to coordinating with the appropriate official or officials in the scheduling and conduct of the election.
 - h) Assistance, if requested by City Attorney, in preparation of an "impartial analysis" of the ballot measure.
 - i) Arrangement for the printing of bonds, including the printing of a bond register.
 - j) Assistance with the sale of bonds either by negotiation or by public bid, including a review of financial disclosure requirements and, if required, the coordination with Client's financial advisor in the preparation of the notice inviting sealed bids.
 - k) The preparation of bond delivery documents.
 - l) The rendition of a legal opinion on the validity of the bonds and the proceedings leading to their issuance.
 - m) Prosecution to final judgment of a judicial validation action, if such action is deemed necessary, and so long as it remains uncontested.
3. The services of Special Counsel under this agreement shall not include the following:
- a) Legal services in connection with the acquisition of interests in real property, either through negotiation or through exercise of the power of eminent domain.
 - b) Legal services in connection with litigation, other than an uncontested validation action.
- The performance by Special Counsel of services excluded by this paragraph, if required by Client, shall be under separate oral or written agreement.
4. The services of Special Counsel under this agreement do not include
- a) Performance of the services of, or acting in the capacity of, a financial consultant or advisor.
 - b) Preparation of an Official Statement or Offering Statement or Continuing Disclosure Agreements.
 - c) Preparation of Notice of Public Sale of the bonds.

5. All services of Special Counsel hereunder shall be treated as separate and independent with respect to each series of financing issuances for the municipal improvement herein referenced, except as may otherwise be provided in this agreement.
6. In consideration of the services set forth in Paragraph 2, if the required 2/3 vote is obtained at the consolidated primary election to be held on June 2, 1998, Client shall pay to Special Counsel the following Fee:
 - a) ON VOTER AUTHORIZATION OF THE BONDS

The legal fee of Special Counsel for each series of bonds issued, including bond or tax anticipation notes, capital appreciation bonds, or other, shall be an amount equal to: one percent (1%) of the first one million dollars (\$1,000,000) of bonds issued and sold; one-half percent (1/2%) of the next four million dollars (\$4,000,000) of bonds issued and sold; one-fourth percent (1/4%) of the next ten million dollars (\$10,000,000) of bonds issued and sold; and one-eighth percent (1/8%) of the balance of bonds issued and sold.
 - b) ON FAILURE TO OBTAIN VOTER AUTHORIZATION OF ANY BONDS

In the event no bonds are authorized at the election, the City shall owe Special Counsel no fees or expenses for services rendered herein.
7. All fees shall be due to Special Counsel upon voter authorization for the issuance of bonds, and the fees shall be paid upon sale of the bonds and receipt of the proceeds.
8. Costs shall be reimbursed to Special Counsel as follows:
 - a) The cost of transportation (\$.32 per mile for auto transportation), lodging and meals (if overnight stay is required).
 - b) The cost of long distance telephone and telecopier calls: at billed cost.
 - c) The cost of mailing (including United Parcel Service, Federal Express, or similar service).
 - d) All other costs properly incurred and documented by Special Counsel and submitted to Client, including copy reproduction costs (\$.25 per page), and out-of-pocket costs associated with transcript preparation.

- e) All costs incurred by Special Counsel shall be accounted for separately as to each proposed bond or note issue.
 - f) All costs incurred by Special Counsel shall be due and paid by Client upon receipt of appropriate documentation relating thereto.
9. The cost of other services for which Special Counsel makes arrangements under this agreement (such as bond printing costs) shall be billed to the Client and shall be paid by Client directly to the payee.
10. Special Counsel certifies that it has no interest, either direct or contingent, in any property or contract arising from or affected by the proposed financing process, except as Special Counsel under this agreement.

DATED: March 3, 1998.

CITY OF EL PASO DE ROBLES

BY: 
Duane Picanco, Mayor

ATTEST:

Madelyn Paasch, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ROBERT M. HAIGHT, ESQ.

By: _____
Robert M. Haight