

RESOLUTION NO. 87-084

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

October 13, 1987

CENTRAL LIBRARY EXPANSION PROJECT LEGAL SERVICES CONTRACT

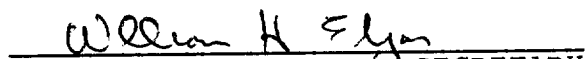
BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1: The Executive Director is authorized to enter into the legal services contract (attached hereto as Exhibit "A") related to the Central Library Expansion Project with the Law Offices of Brenton A. Bleier.

Section 2: This resolution shall take effect immediately.


CHAIR

ATTEST:


SECRETARY

154WPP1(281)

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AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, entered into October 14, 1987, by and between the Redevelopment Agency of the City of Sacramento, a public corporation (hereinafter referred to as the "Agency"), and LAW OFFICES OF BRENTON A. BLEIER, a licensed attorney engaged in the practice of law in the City of Sacramento, State of California (hereinafter referred to as "Counsel").

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

Counsel shall perform, as requested by the Agency by and through the Executive Director, Deputy Executive Director or General Counsel the following:

Act as Agency's legal counsel for any eminent domain litigation or hearings related to the properties listed on Exhibit "A" attached hereto.

All services by Counsel under this Agreement shall be performed by Brenton A. Bleier or by an associate attorney of Counsel approved by Agency's General Counsel.

2. TIME OF PERFORMANCE

The services of Counsel shall commence upon execution of this Agreement and shall be performed at such time or times as may be necessary to assist the expeditious completion of Agency's activities.

3. COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT

(a) Compensation

For all services during the life of this Agreement, or any extension hereof, Counsel shall be compensated at the rate of Eighty-Five Dollars (\$85.00) per hour for time expended by Brenton A. Bleier and Sixty-Five Dollars (\$65.00) per hour to SEVENTY-FIVE DOLLARS (\$75.00) per hour for time expended by associate attorneys of Counsel.

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(b) Reimbursement

In addition to the compensation provided above, the Agency shall reimburse Counsel monthly for the following expenses:

- (1) Travel and subsistence expenses, authorized by the Agency in connection with the performance of Counsel's services pursuant to this Agreement outside the counties of Sacramento, Yolo, San Joaquin, Nevada and Placer, based upon the actual cost of transportation by common carrier, or the sum of TWENTY-SEVEN CENTS (\$0.27) per mile if the travel is performed by privately-owned automobile, and a sum not to exceed ONE HUNDRED DOLLARS (\$100.00) per day for actual subsistence expenses supported by detailed records.
- (2) Court filing costs, witness fees, long distance telephone calls and telegrams, mail costs, expenses of service of process, court reporter's charges and jury fees, any prorated charges for computer-assisted legal research services for Agency's cases, and similar costs relating to routine litigation and generally chargeable to a client; provided however, such expenses shall not include normal office operating expenses.
- (3) Fees and costs for obtaining business evaluations.

(c) Maximum Compensation and Reimbursement

It is expressly understood and agreed that in no event shall the total compensation for legal services exceed the maximum sum shown on Exhibit "A" attached for each eminent domain legal action for the respective properties. In any event the total reimbursement for all legal fees shall not exceed TWO HUNDRED SIXTY-SEVEN THOUSAND, THREE HUNDRED SIXTY-ONE DOLLARS (\$267,361.00). The total reimbursement, including all business evaluation costs, to be paid under this Agreement shall not exceed EIGHTY-EIGHT THOUSAND DOLLARS (\$88,000.00).

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(d) Statements

As a condition to any payment to Counsel under this Agreement, Counsel shall submit to the Agency in duplicate a monthly statement of account which clearly sets forth by dates the items of reimbursement and work performed by Counsel during the preceding month, for items by be billed on an hourly basis, the time appropriately charged thereto (prorted in terms of 10 minutes an hour, or multiples thereof), and the total number of hours charged for services of Counsel.

(e) Requested Statements

Counsel shall provide a bill to Agency no later than ten (10) days following a written request received from the Agency. Agency is entitled to similar requests at intervals of no less than thirty (30) days following the initial request.

4. STATUS REPORT

Counsel shall provide Agency with a detailed monthly status report on all of Agency's cases.

5. EMPLOYMENT OF OTHER COUNSEL, SPECIALISTS OR EXPERTS

Counsel shall not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the Agency.

6. 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, pleadings, exhibits, project data, reports and evidence shall be the Agency's property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all satisfactory work completed at the time of termination.

7. INTEREST OF COUNSEL

Counsel (including partners, associates and professional employees) covenants that he does not now have any interest and shall not acquire any interest, direct or indirect, in the area covered by the activity or project, which would conflict in any manner or degree with the performance of his services hereunder. Counsel further covenants that in the performance of his duties hereunder no person having any such interest shall be employed.

Exhibit "A"

LIBRARY EXPANSION LITIGATION COSTS

Prop Descript Str Addr Par#	Occupants	Pledg &Srv	DisPro & Mtns	Summ Mtns	Trial& TrlPrp	Total Legal
802 I Str. 002	HotHanMGM	660	12360	3036	14344	30400
905-13 8th 001	5CommLLyr	908	19771	7084	28688	56451
916-20 9th 007	Gelato	495	6224	2024	11475	20218
829 J Str 009	AmbHeath	495	6224	2024	11475	20218
813-15 J 016	JmBoyDvds	578	9093	3036	1433	27050
919-8th 022	West Title	495	5826	1012	7172	14505
809 J Str 018	HiroJ&R	495	5826	1012	11475	18808
811 J Str 017	ArchEng	495	5339	2024	7172	15030
827 J Str 010	Bernhard	495	4853	1012	7172	13532
823 J Str 012	AdultBks	495	4853	2024	7172	14544
825 J Str 011	UsdBkMess	578	5953	3036	4303	13870
805 J Str 020	Vacant	412	1590	1012	2869	5883
821 J Str 013	Vacant	412	1590	1012	2869	5883
807 J Str 019	Shell	412	1590	1012	2869	5883
922-9th 008	Lotline	412	793	1012	2869	5086
Total		7837	91885	31372	123,357	267,361

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

LAW OFFICES OF BRENT A. BLEIER

By: Brenton A. Bleier

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO

APPROVED AS TO FORM:

General Counsel

William H. Edgar
Executive Director

APPROVED:

BY Finance Department

Account Code: _____
Organization: _____
Cost Center: _____

APPROVED:

Organization

154WPP1(262)

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