

# RESOLUTION NO. 88-021

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

March 8, 1988

RESOLUTION RATIFYING NEGATIVE DECLARATION,  
APPROVING RELOCATION PLAN AND  
APPROVING DEMOLITION/REMOVAL OF  
EXISTING BUILDING AT 1127 12th STREET,  
SACRAMENTO, CALIFORNIA

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

Section 1: The Initial Study/Negative Declaration for the removal of the existing building at 1127 12th Street, Sacramento, California, dated February 4, 1988 and attached to the staff report filed with this resolution is hereby approved and certified to be adequate in accordance with the provisions of the California Environmental Quality Act.

Section 2: The Relocation Study and Plan for non-residential and residential occupants of the existing building at 1127 12th Street attached to the staff report filed with this resolution is hereby approved. The Executive Director is authorized to modify the subject plan as necessary to address any additional information obtained from further survey work.

Section 3: The Executive Director is hereby authorized to proceed with any and all actions necessary to provide an opportunity for relocation of the existing building at 1127 12th Street by a private developer to another site in the Downtown area for the purpose of rehabilitation of the existing building for residential use. Such private developer shall, in conjunction with the Executive Director, arrange for the relocation of the building within a reasonable period of time after the Agency's order for possession of the subject property. Should the arrangement for relocation of the existing building not be successful, then the Executive Director is hereby authorized to proceed with any and all actions necessary for the demolition/removal of the existing building at 1127 12th Street.

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Section 4: The Executive Director is further authorized to execute the agreement attached hereto as Exhibit "A" for the legal services of Brenton Bleier..

Aune Kuden  
CHAIR

ATTEST:

William H. Edgar  
SECRETARY

1100WPP2(79)

(9AA)

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## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, entered into \_\_\_\_\_, 1988, 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 property 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.

(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 and reimbursement fees exceed the maximum sum shown on Exhibit "A" attached for the eminent domain legal action for the property. In any event, the total compensation and reimbursement under this Agreement shall not exceed EIGHTY SEVEN THOUSAND DOLLARS (\$87,000.00).

(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 (prorated 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.

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:

*[Signature]*  
General Counsel

William H. Edgar  
Executive Director

APPROVED:

BY Finance Department

Account Code: 4223  
Organization: 6300  
Cost Center: A00831

APPROVED:

*[Signature]*  
Organization

154WPP1(262)

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