

RESOLUTION NO. 2014-004

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO VISTA
APPOINTING MONA G. EBRAHIMI AS CITY ATTORNEY**

WHEREAS, Jonathan P. Hobbs of the law firm of Kronick, Moskovitz, Tiedemann & Girard ("KMTG") has served as the City Attorney since March of 2011;

WHEREAS, due to staffing and other adjustments at KMTG, KMTG has proposed to transition Assistant City Attorney Mona G. Ebrahimi of KMTG into the position of the City Attorney;

WHEREAS, Mona G. Ebrahimi has recently been performing many of the duties of the City Attorney, including attending City Council meetings and advising the City Council, all in anticipation of transitioning Mona G. Ebrahimi into the position of City Attorney;

WHEREAS, the City Council is agreeable to transitioning Mona G. Ebrahimi into the position of City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rio Vista, that the City Council hereby appoints Mona G. Ebrahimi, through the law firm of KMTG, as City Attorney under the existing legal services agreement between the City and KMTG.

PASSED, ADOPTED AND APPROVED this 21st day of **January 2014** by the following roll call vote:

AYES: Councilmembers Hampton, Kubli, McCracken, Vice Mayor Boulware & Mayor Richardson
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Anna Olea-Moger, CMC, City Clerk

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") and the City of Rio Vista ("Client") as of the date last set forth herein. This Agreement shall be effective March 7, 2011.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains KMTG to provide legal services to Client as the Client's City Attorney and Redevelopment Agency General Counsel.

2. DUTIES OF KMTG AND CLIENT

KMTG DUTIES

KMTG shall provide those legal services reasonably required to represent Client in the matters described above. KMTG shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met will be primarily responsible for completing the work on Client's matters, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG, if he or she determines that such delegation is appropriate in representation of Client's interests. Client will be notified before any delegation is made.

KMTG may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's matters. While any such persons will report exclusively to KMTG to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

KMTG shall be truthful with Client, cooperate with Client, keep Client informed of developments related to the subject matters for which Client has engaged KMTG, and perform the obligations KMTG has agreed to perform under this Agreement.

KMTG is not authorized or obligated to perform any services for Client until KMTG has received an original-signed copy of this Agreement for Legal Services from Client.

CLIENT'S DUTIES

Client shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments related to the subject matters for which Client has engaged KMTG, perform the obligations Client has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. Unless otherwise specified on the Schedule of Rates, KMTG's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. KMTG will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization and training.

KMTG will charge for all time worked on matters, including travel time portal-to-portal, time waiting in court, and time spent in meetings, except as otherwise specified on the Schedule of Rates or otherwise agreed to in writing.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to KMTG's fees, either by advancing such costs or expenses to KMTG, or by paying third parties directly. Upon request, Client shall advance funds to KMTG or directly pay third parties, as specified by KMTG.

In all other cases, Client shall reimburse KMTG for all costs and expenses incurred by KMTG, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

KMTG shall itemize all costs incurred on each periodic statement.

5. STATEMENTS

KMTG shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from KMTG within thirty (30) days after each statement's date.

KMTG's statements shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of KMTG's fees.

KMTG shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

6. DISCLAIMER OF GUARANTEE

By signing this Agreement, Client acknowledges that KMTG has made no promises or guarantees to Client about the outcome of Client's matters, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. DISCHARGE AND WITHDRAWAL

Either party may terminate this Agreement upon written notice to the other party. If Client or KMTG elects to terminate this Agreement, KMTG shall be paid for all fees and costs that have accrued up to the time of termination.

KMTG and Client each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

8. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, KMTG may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Client and KMTG agree that all legal proceedings related to the subject matters of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and KMTG consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. ARBITRATION OF FEE DISPUTE

If a dispute arises between KMTG and Client regarding attorneys' fees or costs under this Agreement and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206. If Client elects to so arbitrate the dispute, KMTG will submit the matter to that arbitrator.

10. COMPLETION OF SERVICES

Upon the completion of KMTG's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

11. CLIENT FILES

At Client's request, upon the termination of services under this Agreement, KMTG will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of Client's papers and property, KMTG will retain Client's file for a period of seven (7) years from the last date of service in the matters described above. After seven (7) years, KMTG may have Client's file destroyed. Client acknowledges that it will not be notified prior to the destruction of its papers and property, and Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matters are concluded, Client must make separate arrangements with KMTG.

13. COMMENCEMENT OF SERVICES

KMTG's obligation to provide legal services shall commence upon KMTG's receipt of a signed copy of this Agreement for Legal Services.

14. INSURANCE

Pursuant to Business and Professions Code Section 6148, Client is hereby informed that KMTG maintains errors and omissions insurance coverage.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified only by a written instrument signed by both parties.

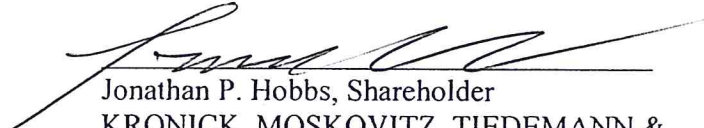
I understand and accept the foregoing terms.

DATE: March 3, 2011



Jan Vick, Mayor
City of Rio Vista

DATE: March 3, 2011



Jonathan P. Hobbs, Shareholder
KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD, A Professional Corporation

SCHEDULE OF RATES

Basic Legal Services

KMTG will provide basic level legal services at a monthly retainer fee of \$8,500. This monthly retainer would include a maximum allocated hours of 40 hours per month for such services. The hourly rate for hours performed in excess of this 40 hours per month allocation will be billed at a rate of \$215 per hour.

Basic Legal Services include the following:

- Attendance at City Council meetings, including study sessions and closed sessions.
- Attendance at Planning Commission meetings and meetings of other City Boards and Commissions, as requested by City.
- Holding office hours at City Hall, as may be requested by City and agreed upon between City and the City Attorney.
- Serve as legal counsel to legislative bodies, commissions, and committees created by or for the City Council, as requested.
- Review and/or prepare staff reports, ordinances, resolutions, orders, agreements, forms, notices, declarations, certifications, deeds, leases, and other legal documents required by the City.
- Provide legal advice and consult with the City Council, City legislative bodies, and City staff, and render legal opinions (both oral and written) concerning legal matters that affect the City, including new legislation and court decisions.
- Provide guidance and advice to the City Council, City legislative bodies, and City staff regarding the legal position the City (and associated bodies) and advocates (e.g., lobbyists) should take on matters pending before other legislative bodies.
- Represent the City and its employees in all motions seeking discovery of police officer personnel records ("Pitchess" motions) and motions involving weapons confiscations.
- Work with the City Manager in handling real estate transactions, acquisitions, and sale issues, including lease review and negotiations.
- Research and interpret laws, court decisions, and other legal authorities in order to prepare legal opinions and advise the City Council and management staff on legal matters pertaining to City operations.

- Perform legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities and development agreements.
- Coordinate with in-house or contracted City staff on risk management matters, including self-insurance authorities.
- Coordinate the work of any outside legal counsel retained by the City, as needed, and as directed by the City Council and/or City Manager.
- Provide City staff and the City Council with legal advice and recommendations on human resources, personnel, and labor negotiations matters.
- Provide legal services and research on issues related to wetlands regulatory issues, CEQA, and environmental issues.
- Enforce City codes, zoning regulations, and building standards.
- Provide similar basic legal services as those described herein to the Housing and Redevelopment Authority.

City Council Meetings

Notwithstanding any other provision of this Agreement, KMTG will provide one attorney to attend regular City Council meetings at a flat rate of \$250 per meeting (including travel time), regardless of the length of the City Council meeting.

Special Counsel (Non-Basic Services)

For special counsel services, KMTG will charge the following hourly rates.

Shareholders/Of Counsel	\$225-\$300
Principals.....	\$210-\$250
Associate Attorneys	\$190-\$240
Paralegals.....	\$90-\$125
Document Clerk/Law Clerk	\$85-\$110

Special counsel services include: (1) legal services not included within the basic level of service; (2) complex or non-routine ordinances, contracts, agreements, or planning, land use, land acquisition, or public works matters; (3) any litigation (except Pitchess motions and weapons confiscation motions, see Basic Legal Services description); (4) public finance or bond matters; (5) power company or energy matters; (6) payroll and income tax issues; (7) employee disciplinary hearings; (8) labor, employment and personnel matters that would normally be assigned to outside counsel; (9) bankruptcy and foreclosures; (10) eminent domain matters; (11) LAFCO-related work, including, annexations and sphere of influence amendments; (12) complex or non-routine redevelopment and low and moderate income housing matters; and (13) wetlands regulatory, environmental, and CEQA issues for developer/non-city initiated

projects (such projects would be charged at reimbursable rates, below, if the City is being reimbursed by the developer).

Jonathan Hobbs' rate for special counsel services would be \$240 per hour. Other attorneys would be billed hourly according to the above schedule and based on their expertise and experience.

Compensation for Reimbursable Services

From time to time, the City may ask KMTG to perform legal services for which the City is entitled to seek reimbursement from third parties (e.g., work pursuant to indemnity agreements protecting the City or reimbursable land use and planning work for specified projects). In these circumstances, KMTG would charge a rate that more closely approximates the market rates for legal services provided to such private, third-party entities. For legal services for which the City is entitled to seek reimbursement from third parties, the following rate schedule shall apply:

Shareholders/Of Counsel	\$250-\$350
Principals.....	\$225-\$295
Associate Attorneys	\$205-\$270
Paralegals	\$90-\$130
Paralegal Clerk/Law Clerks	\$65-\$130

Jonathan Hobbs' rate for reimbursable work would be \$275 per hour. Other attorneys would be billed hourly according to the above schedule and based on their expertise and experience.

Annual Rate Adjustment.

KMTG's rates will be adjusted upward effective July 1 each year based on application of the Urban Wage Earners and Clerical Workers for San Francisco Consumer Price Index ("CPI"), rounded to the nearest \$5 per hour. Should application of the CPI result in a lower fee than those being charged at the time of the adjustment, KMTG's fees would remain unchanged for that year.

Additional Costs/Expenses

KMTG bills for computer-assisted research (Westlaw/Lexis and other on-line services) at its actual cost to KMTG. Travel expenses are reimbursable at the actual cost incurred for lodging, meals, parking, and bridge tolls, plus mileage at the IRS-approved rates, which is currently \$0.50 per mile. Photocopying will be billed at \$0.10 per page. Delivery charges, such as U.S. Mail, Federal Express, courier services, etc. are charged at KMTG's actual cost. Also billed at cost would be fees assessed by courts and administrative agencies, and prior approved costs for experts and consultants, if any. Any other expenses incurred by KMTG would be billed to the City at KMTG's actual cost. KMTG does not charge an overhead or administrative charge for such services.