

CITY COUNCIL MEETING
DECEMBER 19, 1984

CC6 pg 332

AGREEMENT WITH
WHITMORE, ET AL
TO COVER CERTAIN
SPECIALIZED
LEGAL SERVICES
APPROVED

Following introduction of the matter by Staff, Council, on motion of Council Member Pinkerton, Olson second, approved an Agreement with Whitmore, Kay, et al, to cover certain specialized legal services for 1985 and authorized the City Manager and City Clerk to execute the subject agreement on behalf of the City.

WHITMORE, KAY & STEVENS

ATTORNEYS AT LAW

145 CALIFORNIA AVENUE

SUITE 204

PALO ALTO, CALIFORNIA 94306

RICHARD S. WHITMORE
WILLIAM F. KAY
M. CAROL STEVENS
RALPH D. STERN
JANICE E. JOHNSON
LINDA A. TRIPOLI
KATHY ANDREOLA
RICHARD C. BOLANOS
MERIDITH MAYOS
DEBORAH WARREN
BRAD L. FULLER

TELEPHONE
(415) 327-2672
(714) 634-1382

November 27, 1984

REFER TO OUR FILE NUMBER

Mr. Jerry Glenn
Assistant City Manager
City of Lodi
221 West Pine
Post Office Box 320
Lodi, California 95240

Re: 1985 Agreement for Special Services

Dear Jerry:

Enclosed is a proposed agreement for legal services between the City of Lodi and Whitmore, Kay & Stevens to cover any work you ask us to perform in the coming years.

Please note that this agreement reflects a modest increase in the charges for partners' time and broadens the range of charges for associates' time so that the charges will more accurately reflect the level of each associate's experience. The proposed term of the agreement is from January 1, 1985 to December 31, 1985.

Please review the agreement and, after any necessary approvals, please sign and return a fully executed copy to our office.

We thank you for utilizing our services in the past and look forward to continuing our relationship in the future.

If you have any questions, please do not hesitate to call.

Very truly yours,

WHITMORE, KAY & STEVENS

By

Dick

Richard S. Whitmore

RSW:drb

AGREEMENT BETWEEN

THE CITY OF LODI

AND

WHITMORE, KAY & STEVENS

This agreement, effective January 1, 1985, is entered into by and between WHITMORE, KAY & STEVENS, a partnership (hereafter referred to as SPECIAL COUNSEL), and the CITY OF LODI (hereafter referred to as CITY)

WITNESSETH:

WHEREAS, CITY has need for specialized legal services; and

WHEREAS, SPECIAL COUNSEL has the training, experience and competence to perform the specialized legal services required by CITY; and

WHEREAS, CITY has authority under state law to employ SPECIAL COUNSEL the parties to this agreement do hereby mutually agree as follows:

I

DUTIES OF SPECIAL COUNSEL

1. SPECIAL COUNSEL shall provide legal services as requested by CITY, including representation in administrative hearings, arbitrations and court proceedings as designated by the CITY's City Manager.

2. SPECIAL COUNSEL, in carrying out the terms and conditions of this agreement, is an independent contractor and is not an employee of the CITY.

II

DUTIES OF CITY

CITY shall cooperate with SPECIAL COUNSEL in the performance of this agreement.

III

CONSIDERATION

1. In consideration of the services rendered by SPECIAL COUNSEL as herein specified, CITY agrees to pay, and SPECIAL COUNSEL agrees to accept in full payment therefore, compensation at the following rates:

| | | |
|-----------|---|------------------------|
| Partner | - | \$115 per hour |
| Associate | - | \$60 to \$105 per hour |
| Law Clerk | - | \$40 per hour |
| Paralegal | - | \$40 per hour |

2. SPECIAL COUNSEL shall be entitled to compensation for travel time at the rates set forth above. SPECIAL COUNSEL shall also be entitled to reimbursement for necessary and actual travel and incidental expenses and costs, such as photocopies, incurred in the performance of this agreement.

VI

TERM

The term of this agreement shall be from January 1, 1985 through December 31, 1985.

WHITMORE, KAY & STEVENS
a Partnership

CITY OF LODI

By Richard Steinhilber

By _____

Dated: November 27, 1984

Dated: _____

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor
DAVID M HINCHMAN
Mayor Pro Tempore
EVELYN M OLSON
JAMES W PINKERTON, Jr.
FRED M REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

January 2, 1985

Mr. Richard S. Whitmore
Whitmore, Kay & Stevens
Attorneys at Law
145 California Avenue
Suite 204
Palo Alto, CA 94306

Subject: 1985 Agreement for Special Services

Dear Mr. Whitmore:

Enclosed herewith please find executed copy of 1985 Agreement for Special Services which was approved by the Lodi city Council at its regular meeting of December 19, 1984.

Should you have any questions concerning the actions of the Council regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AMR:jj

WHITMORE, KAY & STEVENS

ATTORNEYS AT LAW
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WHITMORE, KAY & STEVENS
a Partnership

CITY OF LODI

By *Ronald Stein*

By *John R Snider*
John Randy Snider, Mayor

Dated: *November 27, 1984*

Dated: *December 19, 1984*

Approved as to form:

Ronald Stein
Ronald Stein
City Attorney

Alice M. Reinche
Attest: Alice M. Reinche
City Clerk

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THE CITY OF LODI

AND

WHITMORE, KAY & STEVENS

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WHITMORE, KAY & STEVENS
a Partnership

CITY OF LODI

By *Richard Stein*

By *John R. Snider*
John Randy Snider, Mayor

Dated: *November 27, 1984*

Dated: December 19, 1984

Approved as to form:

Alice M. Reimche
Attest: Alice M. Reimche
City Clerk

Ronald Stein
Ronald Stein
City Attorney