

RESOLUTION NO. 2014-158

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY ATTORNEY TO
NEGOTIATE AND ENTER INTO A FEE
AGREEMENT WITH THE LAW OFFICE OF JUDITH
PROPP FOR LEGAL SERVICES

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Attorney to negotiate and enter into a Fee Agreement with the Law Office of Judith Propp, for continued legal services, attached as Exhibit A and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the term of this Agreement shall be July 1, 2014 through December 31, 2014.

Dated: August 20, 2014

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I hereby certify that Resolution No. 2014-158 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2014, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, Nakanishi,
and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. ROBISON
City Clerk

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT BETWEEN CITY OF LODI
AND LAW OFFICE OF JUDITH PROPP**

THIS AGREEMENT, by and between City of Lodi, a municipal corporation (hereinafter referred to as "CITY"), and Law Office of Judith Propp and Judith Propp, an individual, whose address is P.O. Box 111822 Campbell, CA 95011 (hereinafter referred to as "ATTORNEY"), and is made with reference to the following:

The CITY hereby retains ATTORNEY to provide contract legal support services to CITY on a part-time, interim basis on the terms set out below.

1. The legal services provided may include any of the following:

1. Representation of and advice to City in legal matters of municipal government such as:

- a. Attendance at City Council meetings as requested;
- b. Attendance at Planning Commission meetings as requested;
- c. Consultation with the City Manager, Department Heads, City Staff or authorized representatives;
- d. Preparation of legal memorandum and legal research;
- e. Telephone and correspondence with members of the public;
- f. Preparation and review of proposed ordinances, resolutions, contracts, and other documents pertaining to the City's business;
- g. Code enforcement
- h. Court appearances;
- i. Litigation.

2. The hourly rate for these services is \$150.00 per hour, effective July 1, 2014 and shall terminate on December 31, 2014. Total compensation shall not exceed \$30,000.

3. Litigation includes court or administrative proceedings of every type or nature, and includes client conferences, file and report review, interviews, legal research, site visits, and discussions with witnesses and experts prior to formal commencement of proceedings.

4. For litigation matters, in addition to the hourly charge set out in Section 1(b) above, ATTORNEY shall be compensated for actual expenses for process service, transcripts, copying, expert consultants and facsimile transmission charges.

5. ATTORNEY is and shall be an independent contractor, and nothing herein contained shall constitute or make ATTORNEY an employee of CITY.

6. This agreement shall continue until terminated, and may be terminated by either party on thirty (30) days written notice.

7. The City of Lodi requires that you maintain, at your own cost and expense for the duration of the agreement, the following insurance coverage:

a. Professional Liability - Professional Liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions, as follows:

- a. Any deductible or self-insured retention shall not exceed \$500,000 per claim.
- b. Notice that cancellation, material change, or non-renewal must be received by the City at least 30 days prior to such change.
- c. The policy must contain a cross liability or severability of interest clause.
- d. The following provisions shall apply if the professional liability coverage is written on a claim made form:
 - i. The retroactive date of the policy must be shown and must be before the date of the agreement.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least two years after the completion of the agreement or the work.

8. All notices to be given under this Agreement shall be given in writing addressed to City at:

City of Lodi
City Attorney's Office
221 W. Pine Street
Lodi, CA 95240
Attention: City Attorney

To ATTORNEY at:

Judith Propp
PO Box 111822
Campbell, CA 95011

Dated: August ____, 2014

CITY OF LODI

Janice D. Magdich
City Attorney

LAW OFFICE OF JUDITH PROPP

Judith Propp