

RESOLUTION NO. 2000 - 6

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ELK GROVE APPOINTING
A CITY ATTORNEY

WHEREAS, the City Council is authorized to appoint a City Attorney;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Grove
as follows:

1. The office of City Attorney is hereby created within the City of Elk Grove.
2. Anthony B. Manzanetti on behalf of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is hereby appointed to serve as City Attorney for the City of Elk Grove, with all the powers, duties and responsibilities of these respective offices as may be provided by City ordinance and State law.
2. Anthony B. Manzanetti on behalf of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, shall serve as an independent contractor to the City and compensation shall be fixed by agreement with the City of Elk Grove. Said agreement, attached hereto as Attachment 1, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City. Upon execution, the agreement shall be filed with the City Clerk and shall be available for public review in the City offices.

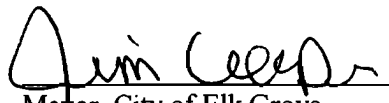
PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 1st day
of July, 2000, by the following vote:

AYES: Cooper, Soares, Leary, Scherman, Briggs

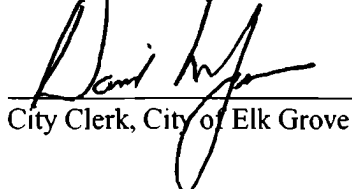
NOES: 0

ABSENT: 0


ABSTAIN: 0


Mayor, City of Elk Grove

ATTEST:


City Clerk, City of Elk Grove

APPROVED AS TO FORM:


City Attorney, City of Elk Grove
6105751

STANLEY W. KRONICK
EDWARD J. TIEDEMANN
FREDERICK G. GIRARD
LLOYD HINKELMAN
CLIFFORD W. SCHULZ
ROBERT E. MURPHY
ROBERT S. SHELburnE
JAMES M. BOYD, JR.
JANET K. GOLDSMITH
ROBIN LESLIE STEWART
WILLIAM A. KERSHAW
ROBERT A. RUNDSTROM
RUTHANN G. ZIEGLER
PAUL W. TOZER
DONALD W. FITZGERALD
THOMAS C. HUGHES, III
MICHAEL A. GROB
P. ADDISON COVERT

THOMAS W. BIRMINGHAM
JAN K. DAMFSYN
ANN M. MURRAY
SUSAN B. CARLSEN
PHILIP A. WRIGHT
DOROTHY S. LANDSBERG
ANN M. SIPRELLE
JAMES P. WIEZEL
JONATHAN P. CRISTY
STEPHEN W. WHITE
MICHAEL F. DEAN
EMILY E. VASQUEZ

BRENDA J. PENCE
ANTHONY B. MANZANETTI
WILLIAM T. CHISUM
JEFFREY A. MITCHELL

KRONICK
MOSKOVITZ
& TIEDEMANN
& GIRARD
A PROFESSIONAL CORPORATION

DONNA M. MATTIES
LYLE W. COOK
SUSAN R. DENIOUS
BRUCE A. SCHEIDT

THOMAS H. KEELING
STACY L. SAETTA
THOMAS W. BARTH
VIDA L. THOMAS
GREGORY T. LYALL
EVE K. PEEK
SCOTT A. MORRIS
KOURTNEY E. COLLINS
MARK J. TAMBLYN
SHELLY L. LONGAKER
CATHY L. SMITH
KATHLEEN H. KELLY

JONATHAN K. RENNER
E. THOMAS MORTON
ALAN R. BARNES
TAMARA M. COLSON
THOMAS R. GIBSON
AMELIA T. MINABERRIGARAI
KENNETH A. WALTON
KAYLEE A. NEWELL
JON D. RUBIN

OF COUNSEL
MARY DIGNAN
CHARLES A. BARRETT
LEONARD M. FRIEDMAN (1912-1996)
ADOLPH MOSKOVITZ (1923-1996)
E. KENDELL DAVIS (1908-1987)
DEBORAH J. FRICK (1955-1995)

amanzanetti@kmtg.com

April 25, 2000

CITY COUNCIL
CITY OF ELK GROVE
Post Office Box 1776
Elk Grove, CA 95759

Re: ***Engagement Letter for Legal Services***

Dear City Council of the City of Elk Grove:

I want to thank you for selecting Kronick, Moskovitz, Tiedemann & Girard to represent you. This letter confirms our understanding and agreement regarding this firm's representation of you in connection with general municipal legal services for the City of Elk Grove as the City Attorney.

Our fees are calculated based on hourly rates billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on your behalf. We will issue you a monthly statement for services rendered as well as for expenses incurred in connection with this representation.

Please read the enclosed Agreement for Legal Services, as that Agreement and this Engagement Letter form the terms and conditions of our working relationship with you. If the terms of this Engagement Letter and the Agreement for Legal Services are acceptable to you, please sign the enclosed copy of this letter and the Agreement for

ATTORNEYS AT LAW

400 CAPITOL MALL, 27TH FLOOR SACRAMENTO, CALIFORNIA 95814-4417 TELEPHONE (916) 321-4500 FAX (916) 321-4555
ONE EMBARCADERO, 12TH FLOOR SAN FRANCISCO, CALIFORNIA 94111-3609 TELEPHONE (415) 777-2333 FAX (415) 777-5746
<http://www.kmtg.com>

City of Elk Grove
April 25, 2000
Engagement Letter for Legal Services

Legal Services where indicated and return them to me. Once accepted by you, this Engagement Letter and the Agreement for Legal Services, which is incorporated herein by reference, constitute the contract.

Should you have any questions at any time, please do not hesitate to contact me. We look forward to a mutually beneficial working relationship.

Sincerely,

KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD,
A Professional Corporation



Anthony B. Manzanetti

ABM
Enclosures

The undersigned approves and accepts the terms of this Engagement Letter and the enclosed Agreement for Legal Services.

Dated: JULY 1, 2000



CITY OF ELK GROVE



Agreement For Legal Services

This Agreement for Legal Services is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") and City of Elk Grove ("Client") as of the date last set forth herein.

The parties hereto acknowledge that the Attorney-Client relationship works best when there is a mutual understanding about the legal services to be provided, the fees and related expenses, and billings. Accordingly, this Agreement for Legal Services is intended to explain KMTG's billing policies and procedures and to supplement the Engagement Letter, which further defines the relationship between the parties.

Together the Agreement for Legal Services and Engagement Letter serve as the written agreement between the parties (the "Agreement"). Therefore, Client is strongly encouraged to review both documents carefully and ask any questions or request any clarifications that may facilitate Client's understanding of this Attorney-Client relationship.

By signing and returning the Agreement for Legal Services and the Engagement Letter, Client indicates its acceptance of the terms set forth in those documents.

1. SCOPE OF AGREEMENT

Client retains KMTG to provide legal services to Client as set forth in the Engagement Letter.

2. DUTIES OF KMTG AND CLIENT

KMTG DUTIES

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

While Anthony B. Manzanetti ("ABM") will be primarily responsible for completing the work on Client's matter(s), ABM may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG when it is determined that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be notified prior to any delegation and a decision will be made in consultation with Client.

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 case. While these persons would report exclusively to KMTG to preserve the Attorney-Client privilege, they are employed by Client.

KMTG is not authorized or obligated to perform any services for Client until receipt of the signed Engagement Letter and this Agreement for Legal Services.

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CLIENT'S DUTIES

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

3. BILLING RATES

Until July 1, 2000, KMTG will provide to the City of Elk Grove legal services as necessary without charge and the City will not be billed, for legal services rendered prior to July 1, 2000. This component does not include costs and expenses, which would accrue and become due after July 1, 2000. Nor does it include litigation related legal fees or city administration services before July 1, 2000. These services could be negotiated separately, if needed.

Certain senior or special skill attorneys would be billed at a maximum hourly rate of \$165. This would include the rate for Anthony B. Manzanetti, Ann M. Siprelle, Michael F. Dean, Robert E. Murphy and other senior attorneys with specific specialized municipal and public agency experience. The hourly rates for other senior attorneys would be \$150. The hourly rates for other senior or less specialized attorneys would be \$140. All other associates' hourly rates would range from \$100 to a maximum \$140, depending on experience. Otherwise, Client agrees to pay for legal services and for non-attorneys at the rates set forth in the attached Schedule of Rates. 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 bill the Client a flat per-meeting charge for regular City Council meetings of \$165 per meeting, no matter how long each meeting may last, for one attorney. Otherwise, KMTG will bill its time in increments as set forth in the Engagement Letter and charges for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses by either advancing such costs or expenses to KMTG, or by paying third parties directly. Upon demand, 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. All cost and expenses

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incurred prior to July 1, 2000 shall become due and payable on July 1, 2000. However, KMTG understands that the Client will need time to accommodate the cash flow requirements of the new City, therefore, while due and payable on July 1, 2000, cost and expenses incurred prior to July 1, 2000 shall not be deemed delinquent until October 1, 2000.

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. Again, in recognition of the new city's cash flow requirements, the Client's first payment for statements received shall not be deemed delinquent until October 1, 2000.

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 matter, 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. KMTG shall provide client with sixty (60) days written notice of termination if Client or KMTG elects to terminate this Agreement, KMTG shall be paid for all fees and costs, which 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 breaches any other terms 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 matter of this Agreement

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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, in which event KMTG must 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 matter described in the Engagement Letter, after which time 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 consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, separate arrangements with KMTG must be made.

13. COMMENCEMENT OF SERVICES

KMTG's obligation to provide legal services shall commence upon KMTG's receipt of a Resolution of Intent to Retain KMTG as the City Attorney, a signed copy of the Engagement Letter and this Agreement for Legal Services, all to be ratified on July 1, 2000, or soon thereafter. Should the Client not provide KMTG with a ratification of the Engagement Letter and this Agreement for Legal Services by July 15, 2000, KMTG's obligation to provide services under this agreement shall immediately cease. Upon ratification, this Engagement Letter and this Agreement for Legal Services shall remain valid and binding upon the parties until July 1, 2002. The Client shall have the option

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to extend these services beyond the initial agreement time frame.

14. INSURANCE

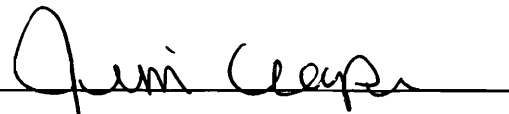
Pursuant to Business and Professions Code Section 6148, Client is hereby informed that KMTG maintains errors and omissions insurance coverage applicable to the services to be rendered.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

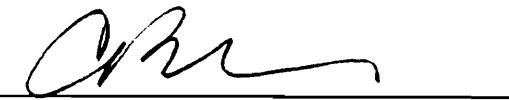
This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

DATE: JULY 1, 2000


CITY OF ELK GROVE

DATE: July 1, 2000


Anthony B. Manzanetti
KRONICK, MOSKOVITZ, TIEDEMANN
& GIRARD, A Professional Corporation

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& GIRARD