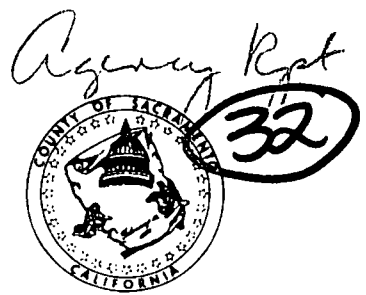
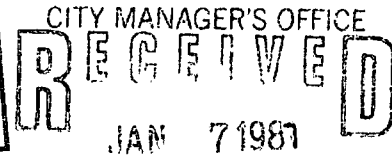




**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



January 5, 1987



Redevelopment Agency and Housing
Authority of the City of Sacramento
Sacramento, CA



Honorable Members in Session:

SUBJECT: Outside Legal Services Contracts

SUMMARY

The attached resolutions authorize the Executive Director to enter into legal services contracts with outside attorneys for the purpose of providing unlawful detainer and litigation services to the Agency for the 1987 and 1988 calendar years.

BACKGROUND

On November 17, 1986, the Sacramento Housing and Redevelopment Commission adopted Resolution No. 075 authorizing two Requests for Proposals (RFP) for outside legal services. One RFP was for unlawful detainer legal services and the other was for general litigation representation. In response to advertisements for proposals, five proposals were received for unlawful detainer legal services and one proposal for general litigation services. All the proposals are attached for your review.

On December 17, 1986, William Wiggins, John Harmon and Dwight Moore interviewed representatives of the five law offices that submitted unlawful detainer legal services proposals. As a result of those interviews, Edward Smith is being recommended as the provider of unlawful detainer legal services. The amount of the agreement would be \$38,000 per year.

The Law Offices of Brent Bleier submitted the only proposal for general litigation. Since Mr. Bleier's legal services to the Agency in the past have always been outstanding, his law office is being recommended for general litigation services to the Agency and Authority. The amount of the agreement would be \$60,000 per year.

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All Districts

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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Redevelopment Agency and
Housing Authority
January 5, 1987
Page 2

In view of the time involved in the RFP procedure, the duration of both agreements is being recommended to be for two years. There would be an option at the end of the first year for the Agency to extend to the second year solely at the discretion of the Agency. This is a similar practice used by the Agency for auditor's contracts.

FINANCIAL DATA

The funds to be expended for the agreements during 1987 have been included in the adopted 1987 Agency Budget.

POLICY IMPLICATION

The action proposed in this staff report is consistent with previously approved policy and there is no policy change recommended.

VOTE AND RECOMMENDATION OF THE COMMISSION

At its regular meeting of January 5, 1986, the Sacramento Housing and Redevelopment Commission adopted a motion recommending you approve the above action. The votes were as follows:

AYES: Glud, Moose, Pettit, Sanchez, Sheldon, Simon,
Simpson, Wiggins, Wooley, Yew, Amundson

NOES: None

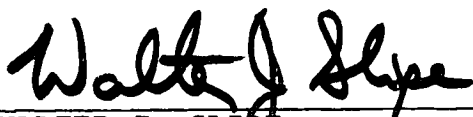
ABSENT None

RECOMMENDATION


The staff recommends adoption of the attached resolution authorizing the Executive Director to execute agreements as attached hereto as Exhibit "A" and "B" with Edward Smith and Brenton A. Bleier.

Respectfully submitted,

TRANSMITTAL TO COUNCIL:



WALTER J. SLIPE
City Manager


WILLIAM H. EDGAR
Executive Director

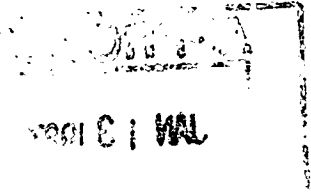
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RESOLUTION NO. 87-003

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

ON DATE OF

January 13, 1987



1987 LEGAL SERVICES CONTRACTS

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is authorized to enter into a general litigation legal services contract with Brenton A. Bleier in the amount of \$60,000 per year for the calendar years of 1987 and 1988.

Section 2: The Executive Director is authorized to execute an unlawful detainer legal services contract with Edward Smith in the amount of \$38,000 per year for the calendar years of 1987 and 1988.

Section 3: This resolution shall take effect immediately.

CHAIR

ATTEST:

SECRETARY

0646L

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RESOLUTION NO. 87-006

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

January 13, 1987



1987 LEGAL SERVICES CONTRACTS

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

Section 1: The Executive Director is authorized to enter into a general litigation legal services contract with Brenton A. Bleier in the amount of \$60,000 per year for the calendar years of 1987 and 1988.

Section 2: The Executive Director is authorized to execute an unlawful detainer legal services contract with Edward Smith in the amount of \$38,000 per year for the calendar years of 1987 and 1988.

Section 3: This resolution shall take effect immediately.

CHAIR

ATTEST:

SECRETARY

0646L

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, entered into January 2, 1987, by and between the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO and the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, public corporations (hereinafter collectively referred to as the "Authority"), and EDWARD A. SMITH, 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 personally perform, but only as requested by the Authority by and through the Executive Director, or his designee or General Counsel the following:

- (a) Represent the Authority in unlawful detainer actions;
- (b) Pursue collection of amounts due to Authority by current or former Authority tenants.
- (c) Counsel will also be available for unlimited consultation regarding landlord-tenant matters at no additional charge. Furthermore, Counsel agrees to handle various motions frequently arising in unlawful detainer public housing cases, such as Motions to Set Aside Default and Motions for Relief from Forfeiture at no additional charge to Authority.

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 Authority's activities. The effective term of this Agreement shall be January 1, 1987 to December 31, 1987; provided, however, Authority's Executive Director shall have the right to extend this Agreement for an additional twelve (12) months upon the terms and conditions contained herein.

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 will 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 Youquin, 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.

(c) Maximum Compensation and Reimbursement

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid under this Agreement exceed the maximum sum of SIXTY THOUSAND (\$60,000.00) for all of the services required during the term of this Agreement.

(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 work performed by Counsel during the preceding month.; for items by be billed on an hourly basis, the time appropriately charged thereto (prorted 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 will 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.

5. UNLAWFUL DETAINERS

Counsel shall file all unlawful detainer actions referred to Counsel within thirty-six (36) hours after receiving such referral.

6. EMPLOYMENT OF OTHER COUNSEL, SPECIALISTS OR EXPERTS

Counsel will 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 Authority.

7. 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 Authority'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 by Counsel prior to termination.

8. 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.

9. ARBITRATION

Authority has been advised that California Business and Professions Code Sections 6200-6206 give Authority the right to submit any dispute as to fees arising from professional legal services under this Agreement to arbitration. Authority shall have thirty (30) days from the date on which the Authority receives the monthly billing of the Firm hereunder in which to request arbitration. If the Authority does not do so, Authority will be deemed to have waived the right to arbitrate any dispute as to these fees under the program established by the Board of Governors of the State Bar of California. Authority can obtain a form with which to request fee arbitration from the Sacramento Bar Association, 901 H Street, Suite 101, Sacramento, California 95814.

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10. RECEIPT

Authority hereby acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

General Counsel

APPROVED:

Finance Department

Fund: _____
Object Code: _____
Organization: _____
Cost Center: _____

APPROVED:

Organization

HOUSING AUTHORITY OF THE
CITY OF SACRAMENTO
HOUSING AUTHORITY OF
THE COUNTY OF SACRAMENTO

BY _____
William H. Edgar
Executive Director

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, entered into January 2, 1987, by and between the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, the REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, public corporations (hereinafter collectively referred to as the "Agency"), and LAW OFFICES OF BRENTON A. BLEIER, A Professional Corporation, licensed attorneys 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, but only as requested by the Agency by and through the Executive Director, Deputy Executive Director or General Counsel the following:

- (a) Act as legal counsel for any litigation or hearing in which the Agency may become involved and, upon direction of the Agency, appear for and represent it in connection with such litigation or hearing; and
- (b) Perform such other legal services as the Agency may deem necessary and request during the term of this Agreement.
- (c) 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. The effective term of this Agreement shall be January 1, 1987 to December 31, 1987; provided, however, Agency's Executive Director shall have the right to extend this Agreement for an additional twelve (12) months upon the terms and conditions contained herein.

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COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT

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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.

APPROVED AS TO FORM:

General Counsel

APPROVED:

Finance Department

Fund: _____
Object Code: _____
Organization: _____
Cost Center: _____

REDEVELOPMENT AGENCY OF
THE CITY OF SACRAMENTO
REDEVELOPMENT AGENCY OF
THE COUNTY OF SACRAMENTO
HOUSING AUTHORITY OF THE
CITY OF SACRAMENTO
HOUSING AUTHORITY OF
THE COUNTY OF SACRAMENTO
SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

BY _____
William H. Edgar
Executive Director

APPROVED:

Organization