

**RESOLUTION NO. 3110-2007**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF FORT BRAGG AND MEYERS, NAVE, RIBACK, SILVER & WILSON AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT**

**WHEREAS**, the City of Fort Bragg ("City"), by and through a duly adopted Resolution, entered into an Agreement for Legal Services ("Legal Services Contract"), with the law firm of Meyers Nave Riback Silver and Wilson ("MNRSW") on, or about, July 30, 2004; and

**WHEREAS**, the Legal Services Contract has been amended twice since July 30, 2004; and

**WHEREAS**, the Legal Services Contract included an hourly rate for travel time and did not allow travel time to be charged for attendance at City Council meetings; and

**WHEREAS**, MNRSW has requested that the hourly rate for travel time be increased to \$75 and that the rate be applicable to all travel time, including travel time to attend City Council meetings; and

**WHEREAS**, the City Council has considered the request of MNRSW regarding changes to the Legal Services Contract and has determined that it is in the best interest of the City to amend the Legal Services Contract to reflect the requested changes.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg hereby approves the third amendment to the Legal Services Contract by amending the hourly rates for travel time to \$75 per hour in accordance with Attachment 1-B, and by further amending the first page of the Legal Services Contract as shown in Exhibit A, attached, said amendments to become effective as of September 1, 2007.


**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the Third Amendment to the Legal Services Contract on behalf of the City of Fort Bragg to reflect the foregoing.

The above and foregoing Resolution was introduced by Councilmember Melo, seconded by Councilmember Gjerde, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 27<sup>th</sup> day of August, 2007, by the following vote:

**AYES:** Councilmembers Turner, Gjerde, Melo, and Mayor Hammerstrom.  
**NOES:** None.  
**ABSENT:** Councilmember Courtney.  
**ABSTAIN:** None.

  
DOUG HAMMERSTROM, Mayor

**ATTEST:**

  
Cynthia M. VanWormer, CMC  
City Clerk

# EXHIBIT A

## MEYERS NAVE RIBACK SILVER & WILSON AGREEMENT FOR LEGAL SERVICES WITH WITH THE CITY OF FORT BRAGG

(August 1, 2004)

1. **Scope of Engagement.** Meyers Nave Riback Silver & Wilson (hereafter "we" or "Meyers Nave") will provide the legal services reasonably required to represent and advise the City of Fort Bragg (hereafter "you" or "City") as City Attorney for general and specialized legal services. We will also provide legal services for additional matters that you request, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. ~~The Rate Sheet attached as Attachment 1 sets forth our standard billing rates for attorneys and paralegals.~~

This agreement retains the legal services of our law firm and not of a particular attorney. The hourly rates set forth in Attachment 1 shall be effective as of August 1, 2004, and shall remain in effect until such time as the parties mutually agree to amend same.

3. **Disbursements and Expenses.** In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as **Attachment 2**, and the terms of said policy is incorporated herein.

4. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

5. **Travel Time and "Per Diem" Expenses.** Time spent traveling on behalf of the City shall be billed at the rate set forth in **Attachment 1**. ~~Travel time will not be charged for the time spent traveling to attend two (2) meetings per month of the City Council.~~ No "per diem" will be charged for meals or lodging expenses for overnight stays following a regular City Council meeting.

6. **Cost Recovery.** Occasionally, we will be asked by the City to provide legal services to the City for which the City will be reimbursed for attorney's fees and costs by a third party (most frequently, developers.) When work is performed by us for the benefit, and at the expense, of a third party, we will charge our standard "market rates" for regular legal services. ~~The "Cost Recovery" rates are specifically described in Attachment 1.~~ For any portion of a Cost Recovery matter for which this rate is charged and the City is not reimbursed by a third party, we will provide a credit to the City for the difference between the Cost Recovery Rate and the rate that otherwise would have been applicable had the service been provided directly to the City.

**ATTACHMENT 1-B**

Service

Rate

Travel Time, including travel to attend  
City Council meetings

\$75/hour

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