

RESOLUTION NO. 773

RESOLUTION APPOINTING PERSON TO PREPARE SPECIAL ASSESSMENT PROCEEDINGS AND AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED that Eugene K. Sturgis be, and he is hereby, appointed as attorney to supervise all proceedings and to prepare all resolutions, notices and other papers and proceedings for any work and improvement that may be hereafter authorized by the City Council of the City of San Anselmo, Marin County, California, for the construction of improvements by special assessment proceedings in Assessment District No. 1959-1, City of San Anselmo, Marin County, California; and

BE IT FURTHER RESOLVED that the employment of the said Eugene K. Sturgis be made as provided in the attached agreement; and

BE IT FURTHER RESOLVED that the Mayor and the City Clerk of the City of San Anselmo be, and they are hereby, authorized to sign and attest the attached agreement employing the said Eugene K. Sturgis as special attorney for and in behalf of the City of San Anselmo in said assessment district.

* * *

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the City Council of the City of San Anselmo, Marin County, California, at a regular meeting thereof, held on the 10th day of February, 1959, by the following vote, to wit:

AYES: Councilmen Borth, Martielli, Little, Marchini, Smith
NOES: Councilmen none
ABSENT: Councilmen none

Anita U. Gannon
ANITA U. GANNON, City Clerk,
City of San Anselmo, Marin
County, California.

(SEAL)

I, ANITA GANNON, City Clerk of the City of San Anselmo, do hereby certify that the foregoing is a correct copy of a Resolution adopted by the City Council of the City of San Anselmo the 10th day of February, 1959.

Anita Gannon
ANITA GANNON, City Clerk

ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made this 10th day of February, 1959, by and between the CITY OF SAN ANSELMO, a municipal corporation, FIRST PARTY, and EUGENE K. STURGIS, Attorney at Law, SECOND PARTY:

W I T N E S S E T H:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The CITY OF SAN ANSELMO proposes to initiate special assessment proceedings for improvements in Assessment District No. 1959-1, City of San Anselmo, Marin County, California.

2. The CITY OF SAN ANSELMO, FIRST PARTY, hereby employs EUGENE K. STURGIS, SECOND PARTY; and SECOND PARTY hereby agrees to accept employment by FIRST PARTY as special attorney for said proceedings. Said services shall include the following:

- a. Preparation of all resolutions, notices and other papers, documents and proceedings required by the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 of the State of California;
- b. Preparation of all resolutions, notices and other papers and proceedings required by the provisions of the "Improvement Act of 1911" in carrying through the proceedings for the work contemplated;
- c. Furnishing of opinion to the contractor performing said work and improvement, or his assigns; opinion on the validity of the contract; opinion on the validity of the assessment, warrant and diagram; and opinion on the validity of the bonds if, when and as issued;
- d. Supervision and direction of all legal steps taken or required to be taken by the City Council of the City of San Anselmo, or its officers, agents or employees in connection with said work and improvement.
- e. Rendition of general consultation and advice to FIRST PARTY, its officers and employees, with respect to the planning, preparation, handling, processing and completion of all phases of the aforesaid improvement proceedings.
- f. Attendance at such conferences and public meetings in the CITY OF SAN ANSELMO as may be reasonably necessary to perform this contract of employment.

Preparation of proceedings, notices and other papers shall not include preparation of duplicate copies which might be required for notices to property owners or otherwise nor shall it include any work in connection with the addressing of envelopes or other clerical work in connection with supplying or mailing notices to property owners. Any such clerical services which may be rendered by said SECOND PARTY at the request of either the FIRST PARTY or its agents, officers or employees, and which the said SECOND PARTY is able to do, will be charged for on the basis of cost plus reasonable compensation therefor.

3. SECOND PARTY shall receive as compensation for the doing and performance of said work the sum of three per cent (3%) of the costs of the work, with a minimum compensation of \$750.00. Incidental costs and expenses incurred in connection with the proceedings shall not be included in determining the amount of the cost of the work as that term is used herein. Out-of-pocket, communication, transportation and other costs incurred as incidental expenses in accordance with the provisions of the "Improvement Act of 1911" shall be paid in addition thereto as part of the incidental expenses.

4. Said compensation shall be paid to SECOND PARTY as follows:

- a. Eighty per cent (80%) thereof at the time of signing the contract with the contractor who may be awarded said contract by the City Council of the CITY OF SAN ANSELMO.
- b. The balance thereof at the time of recording the warrant, diagram and assessment.

5. The compensation hereinabove provided for shall not include any compensation for procurement of easements or rights of way or for any services for litigation. Compensation for procurement of easements and rights of way shall be the reasonable value thereof and the costs incidental thereto. Said costs and compensation shall be a part of the incidental expenses of said proceedings and shall be paid to SECOND PARTY by the contractor at the time of the signing of the contract for said work and improvement.

6. In the event that said proceedings shall fail to be carried through to conclusion, then SECOND PARTY shall be paid a reasonable compensation for the services which he has performed.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, the FIRST PARTY by its Mayor, attested thereto by the City Clerk, this 10th day of February, 1959.

ATTEST:

Arvita Gannon
City Clerk

CITY OF SAN ANSELMO, a municipal corporation

By *Arthur W. Smith*
Mayor

"FIRST PARTY"

EUGENE K. STURGIS

"SECOND PARTY"