

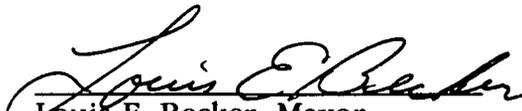
RESOLUTION NO. 99-15  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS  
APPROVING AGREEMENT FOR LEGAL SERVICES  
AVALON DRIVE CURB AND GUTTER ASSESSMENT DISTRICT

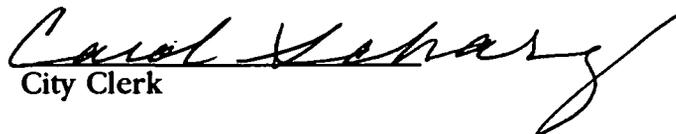
NOW THEREFORE, BE IT RESOLVED that this City Council approves that certain agreement between the City of Los Altos, and STURGIS, NESS, BRUNSELL & ASSAF a professional corporation, for services of that firm as Special Bond Counsel for the Avalon Drive Curb and Gutter Assessment District, City of Los Altos, Santa Clara County, California, dated June 8, 1999, and attached to this resolution.

This City Council authorizes the Mayor to sign the agreement and the City Clerk is authorized to attest its execution.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Los Altos, California, at a meeting thereof held on the 8th day of June, 1999, by the following vote of members thereof:

AYES: Mayor Becker, Councilmembers Casto, La Poll, Lear, and Moss  
NOES: None  
ABSENT: None

  
Louis E. Becker, Mayor

  
City Clerk

## AGREEMENT FOR LEGAL SERVICES

### AVALON DRIVE CURB AND GUTTER ASSESSMENT DISTRICT CITY OF LOS ALTOS

This is an agreement for legal services between the **City of Los Altos**, a municipal corporation of the State of California, referred to as Client, and **STURGIS, NESS, BRUNSELL & ASSAF** a professional corporation, Attorneys at Law, Pleasanton, California, referred to as Bond Counsel.

1. Client retains Bond Counsel as special counsel to perform the following legal services relating to Avalon Drive Curb and Gutter Assessment District, City of Los Altos, Santa Clara County, California.
  - (a) Preparation of all forms of resolutions, notices, affidavits, and other documents required by the Municipal Improvement Act of 1913, including the legal format of the engineer's report required by Section 10204.
  - (b) The preparation of written instructions to Client's Clerk and other staff members concerning the performance of legally required duties.
  - (c) Review of documents prepared by Client's engineering staff or consulting engineers, including boundary map, assessment diagram, assessment roll, and the general provisions of construction specifications.
  - (d) Attendance at the public hearings on the engineer's report (including continuances of the hearing, if any).
  - (e) Attendance at all other public meetings of Client at which matters relating to the assessment district are considered, except routine matters.
  - (f) Attendance at staff meetings or meetings of property owners, upon the request of the Client, after reasonable notice.
  - (g) Telephone consultation with staff members and property owners to answer legal questions about the assessment proceedings.
  - (h) Preparation of the notice inviting bids and construction contract, if required, and review of contract bonds and insurance documents.
  - (i) Arrangements for the printing of improvement bonds to represent unpaid assessments.

- (j) The preparation of a record of assessment installments for the use of the County Auditor, if required, and the preparation of other records on electronic media, if it can be arranged, at the expense of the Client.
- (k) Arrangements for the sale of improvement bonds either by negotiation or by public bid, at the option of Client, and, if required, the preparation of the notice inviting bond bids.
- (l) The preparation of bond delivery documents.
- (m) Prior to sale and delivery of the bonds, consultation with financial advisor and Client's staff; attendance and participation in all due diligence meetings.
- (n) The rendition of a legal opinion on the validity of the improvement bonds and the proceedings leading to their issuance.
- (o) Preparation of a transcript of the legal proceedings in loose-leaf form for the use of the Client.
- (p) Preparation of the required reports to the California Debt Advisory Commission (pursuant to Section 8855 et seq. of the Government Code) and to the Internal Revenue Service (pursuant to Section 149 of the Internal Revenue Code of 1986).

2. The services of Bond Counsel under this agreement shall not include the following:

- (a) Legal services in connection with the acquisition of interests in real property, either through negotiation or through exercise of the power of eminent domain.
- (b) Legal services in connection with litigation.
- (c) The review or undertaking to review the accuracy, completeness or sufficiency of the Official Statement or other offering materials, including a review of financial disclosure requirements, relating to the bonds (except to the extent, if any, stated in the Official Statement).
- (d) The conduct of any independent investigation as to facts material to our opinion as to which we have relied upon the certified proceedings and other certifications of public officials furnished to us.

The performance by Bond Counsel of services excluded by this paragraph, shall, by mutual consent, be under separate written agreement.

**3. In consideration of the services set forth in paragraph 1, Client shall pay to Bond Counsel the following fee and costs:**

- (a) The legal fee of Bond Counsel shall be a scaled percentage of the amount assessed as set forth in the engineer's report as finally approved under Section 10312 of the Streets and Highways Code.**
- (b) The basic legal fee shall be an amount equal to one percent (1%) of that portion of the amount assessed not exceeding \$10 million, plus one-half of one percent (1/2%) of that portion assessed exceeding \$10 million, but not exceeding \$20 million, plus one-fourth of one percent (1/4%) of all amounts assessed exceeding \$20 million. The fee shall be not less than \$15,000.**
- (c) In addition to the basic legal fee specified in paragraph (b) above, if bonds representing unpaid assessments are issued in more than one issue, the legal fee shall include \$5,000 for each issue after the first.**
- (d) Costs shall be reimbursed to Bond Counsel as follows:**
  - 1) Filing and recording fees and publication costs advanced on behalf of Client.**
  - 2) The cost of preparing auditor's record, if required: 25 cents per assessment for each year of the bond issue, with a minimum of \$100.00.**
  - 3) Costs of Federal Express or similar delivery service.**
  - 4) Cost of preparation of notices to property owners.**

**The cost of other services for which Bond Counsel makes arrangements under this agreement (such as bond printing costs and preparation of records on electronic media) shall be billed to the Client and shall be paid by Client directly to the payee.**

- (e) Payment by Client of the legal fee is contingent upon the levy of assessments and the sale and delivery of improvement bonds representing unpaid assessments in the assessment district. If for any reason, assessments are not confirmed and bonds delivered, Bond Counsel shall be paid no legal fee.**
- (f) Both the legal fee and costs are payable upon delivery of the bonds. If bonds are issued in more than one issue, the cumulative amount payable after each delivery shall be calculated under subparagraph (b) by reducing the amount of the assessment by the par value of bonds authorized but not issued; the**

amount payable after each delivery shall be the cumulative amount payable less amounts previously paid.

4. Bond Counsel certifies that it has no interest, either direct or contingent, in any property or contract arising from or affected by the assessment district, except as Bond Counsel under this agreement. Bond Counsel does not represent any owner of property within the proposed boundaries of this assessment district, and has not received a fee from any source for services connected with the project.

DATED: June 8, 1999

CITY OF LOS ALTOS, a municipal corporation  
of the State of California

By Louis E. Becker  
Mayor

ATTEST:

By Carol Lehman  
City Clerk

STURGIS, NESS, BRUNSELL & ASSAF  
a professional corporation

By \_\_\_\_\_  
Edwin N. Ness