Council Agenda #6-E
Meeting of February 8, 2011

Council Agenda # 7A
Meeting of January 25, 2011

CITY OF BELMONT

Staff Report

DISCUSSION AND DIRECTION REGARDING CITY ATTORNEY SERVICES

Honorable Mayor and Council Members:

Summary
Staff requests direction from City Council on how to proceed with providing city attorney services to the City on a long term basis. This report provides some options/alternatives for consideration. The City Council may also direct staff to do additional research on one or more of the desirable option(s).

Background
On December 17, 2010, City Attorney Marc Zafferano, from the law firm of Aaronson, Dickerson, Cohn, & Lanzone (ADC&L) gave notice that he will be resigning as City Attorney from the City of Belmont effective January 31, 2011. Mr. Zafferano is a City Attorney who is contracted out, is on the city payroll, receives some benefits, but does not have an office in City Hall.

On January 11, 2011, the City Council approved a resolution approving a Personal Services Agreement for interim city attorney services and appointed Kathleen A. Kane as Interim City Attorney pending the recruitment and selection of a City Attorney. Ms. Kane will become the Interim City Attorney effective February 1, 2011 and will continue until Council appoints a City Attorney, or until either party terminates the agreement.

Discussion
As a result of the City Attorney vacancy, the City Council is faced with deciding on how to proceed with providing city attorney services on a long term basis. Listed below are some option(s) for discussion and consideration:

Option #1 : Direct Staff to create an In House City Attorney Classification & Hire an In House City Attorney

Staff has performed a preliminary survey of in house city attorneys in San Mateo County. In house city attorney for this purpose is defined as an employee on city payroll who earns a salary and are provided benefits similar to those benefits provided to comparable internal classifications and external comparable city attorney classifications; and has an office located in City Hall or city premises. Of the 20 cities, seven (7) cities have in house city attorneys,

the others contract out for these services.

Attached is Exhibit A, a spreadsheet entitled "Cities in San Mateo County with In House Attorneys Departmental Budget". This document lists seven cities which have in house city attorneys with corresponding information on population, total full time equivalent (FTE) count, City Attorney Departmental count, department employee costs, department operating budget, and total budget. Examples of costs associated with creating an in house City Attorney classification include department operating costs, (supplies and services, computers, phone, office space, facility maintenance, law library, computerized legal research system) staffing of administrative support staff such as legal secretary, administrative assistant, or Executive Assistant classifications. Council may desire for staff to obtain more detailed information of potential costs if it wishes to pursue this option.

Based on the closest comparable cities of Pacifica, Burlingame, and San Bruno, an estimated City Attorney departmental budget for the City of Belmont can range from $383,052 to $612,063. The three cities' population range from 29,342 to 44,294 with City FTE count of 180 to 244 employees and departmental staffing of 1.5 to 2 employees. The budget and costs associated with creating a City Attorney Department will depend on the departmental structure, staffing, and level of resources needed.

If Council chooses the above option, staff will create a new City Attorney job classification; complete a more comprehensive job position, salary and benefits, city attorney departmental study, create a job specification/job description, and obtain specific direction from Council as it relates to salary and level of benefits to be offered.

Council may appoint a City Attorney at its discretion; direct the Human Resources Department to conduct an internal recruitment and selection/interview process; or authorize the use of an Executive Search firm to conduct the recruitment.

Attached is Exhibit B, a spreadsheet entitled "In House City Attorney Compensation Survey – Cities in San Mateo County". This document lists the seven cities in San Mateo county with in house city attorney with corresponding maximum monthly salary along with various benefits to include but not limited to employer contribution to CalPERS, EPMC (Employer Paid Mandatory Contribution), Deferred Compensation, Medical, Vision, Dental, Long term Disability, auto allowance, professional development. The total compensation figure includes the salary and benefits. The maximum salary monthly range is from $15,064 to $17,479 and with a median of $16,174. The total compensation monthly range is from $19,570 to $23,796 and with a median figure of $21,817 month.

Option #2: Contract out a City Attorney with of a law firm or directly with the attorney.

City Council can give staff authority to negotiate terms and conditions of the personal service

agreement or may negotiate directly with selected City Attorney.

Historically, the City of Belmont has contracted out the position of City Attorney. Please refer to Exhibit C, Agreement for Services for City Attorney between Marc Zafferano and the City for the complete terms and conditions of the agreement. For example, current City Attorney Marc Zafferano's agreement for services includes a monthly retainer of $9,700 or $116,400 year. All non-retainer work is to be billed at the rate of $225 per hour. In addition to the retainer, the City contributed to PERS retirement (13.14%) on the same basis as it does for its management employees while the City Attorney contributes the member-paid portion of 7%. The benefits portion is approximately $16,876. The total costs of the contracted out city attorney is $133,276 for fiscal year 2009/2010. Records of retainer hours for 2010 indicate a monthly average of approximately sixty (60) hours dedicated to providing city attorney services.

The retainer services cover those services outlined in Section 2 through 8 of Agreement for Services for City Attorney. A summary of those services include but not limited to the following: attendance at meetings, regular and special meetings, as requested by the City Manager, of the City Council, Planning Commission, Belmont Fire Protection District, Belmont Redevelopment Authority, and Belmont Public Financing Authority; preparation of staff reports, resolutions, notices, contracts, ordinances, opinions and other documents; advice and consultation to City on all general legal matters including enforcement of state and local laws and codes; communication of current status of any legal actions in which the City may be involved; legal services required in connection with the acquisition of land or easements (property acquisition, property disposal, public improvements, publics rights-if-way and public utilities) up to the point that the City Council authorizes the commencement of eminent domain proceedings; other related legal services such as review of contracts, specifications, leases, joint power authority (JPA) agreements, memorandum of understanding (MOUs), and other similar documents.

The City of Belmont's legal costs for City Attorney and Outside Counsel for fiscal year 2009-2010 was approximately $677,582. Attached is a grid, Exhibit D entitled "City of Belmont's Legal Costs (City Attorney and Outside Counsel) Fiscal Year 2009/2010" which lists the legal costs of the contracted out City Attorney along with legal cost of using outside counsel. As mentioned above, the costs for the contracted City Attorney for this time period was $133,276 which includes salary and benefits. In addition, there was $253,289 monies paid to Aaronson, Dickerson, Cohn, & Lanzone under the non-retainer work which covered legal matters pertaining to recology, the Benevides matter, real estate, and other code violations. Approximately 57% of the total legal costs were paid to (ADC&L). Of the remaining amount of $291,017, 43% were paid to seven different law firms for handling a variety of issues. Examples of those include RDA issues (19% costs of the total legal costs); bonds (12%); Proposition 218 (6%); and personnel issues (3%). Other matters including the Bike Bridge, labor concessions, liability, and Belmont Fire Protection District individually comprised less than 1% of the total legal expenses.

If Council prefers this option, Council can direct staff to issue a Request for Proposal for City Attorney services and can determine scope of services, level and depth of outreach. Conducting an RFP could take approximately four to five months.

General Plan/Vision Statement
No impact.

Fiscal Impact
The fiscal impact will depend on the direction provided by Council. Attached are documents that provide examples of approximate costs associated with hiring an in house city attorney and contracting out the city attorney.

Public Contact
Posting of City Council Agenda

Recommendation
Staff recommends the City Council provide direction on the desired method of providing city attorney services. Staff can provide Council an implementation plan of the option selected.

Alternatives
Direct staff to conduct additional research on one or more of desired options

Attachments
Exhibit A - Cities in San Mateo County with In House City Attorney Departmental Budget
Exhibit B - In House City Attorney Compensation Survey
Exhibit C - Agreement for Services for City Attorney between Marc Zafferano and the City, dated June 28, 2007
Exhibit D - City of Belmont's Legal Costs (City Attorney and Outside Counsel) Fiscal Year 2009/2010

Respectfully submitted,

Cora Dino
Human Resources Director

Greg D. Scoles
City Manager

Staff Contact:
Cora Dino, Human Resources Director
(650) 637-2988
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EXHIBIT A

Cities in San Mateo County with In-House City Attorneys Departmental Budget
FY 10-11 Budget and FTE Position Comparisons*

Agency	Population	City FTE	Dept. FTE	Dept. EE. Costs	Dept. Operating Budget	Total Budget
Burlingame	29,342	236	1.5	$269,208.00	$113,844.00	$383,052.00
Redwood City	78,568	570	4.3	$692,649.00	$182,751.00	$875,400.00
Pacifica	40,431	180	2	$404,400.00	$207,663.00	$612,063.00
Daly City	108,383	525	5	$786,579.00	$139,848.00	$926,427.00
San Bruno	44,294	244	2	$234,869.00	$199,246.00	$434,115.00
San Mateo	97,535	548	3.5	$786,332.00	$1,143,839.00	$1,930,171.00
E. Palo Alto	33,575	122.38	pending research			

Population	City population
City FTE	Total # of full-time equivalent employees in City
Dept FTE	Total # of full-time employees in City Attorney Department
Dept. EE Costs	Total employee costs - i.e. compensation, benefits, worker's compensation insurance, etc.
Dept Operating Budget	Department operating costs - supplies and services, computers, phone, facility maintenance, etc.

* Information obtained via City budget documents.

Note: The above information does not include costs of outside counsel. That information is being researched and verfied.

EXHIBIT B

In-House City Attorney Compensation Survey

Cities in San Mateo County

Agency	Position	Max. Salary/CP	ER Share CalPERS	EPMC	Def Comp	Medicare	Medical	Vision	Dental	Life	LTD	Auto	Prof. Dev	Mgmt. Benefit	Total Comp
Daly City	City Attorney	17479	3362.96	0	0	253.45	1040	0	0	0	0	0	0	0	22135.41
Redwood City	City Attorney	17256	2681.58	1207.92	345.12	250.21	1384.66	12.87	125.65	1.15	14.5	400	116.67	0	23796.33
San Bruno	City Attorney	16735	2461.38	0	167.35	242.66	1362.62*	0	0	32.13	65.63	300	0	133.33	21500.10
Pacifica	City Attorney	15614	3543.29	1249.12	0	226.4	1227	0	120	74.95	76.65	453	0	0	22584.41
Burlingame	City Attorney	15605	1849.66	0	97.5	226.27	1384.66	26.15	98.71	30.9	43.5	0	0	208.33	19570.68
San Mateo	City Attorney	15064	1738.99	1054.48	301.28	218.43	1384.66	12.81	131.66	9.35	61.76	375	33.33	0	20385.75
East Palo Alto	City Attorney		data unable at time of survey												
	Median	$16,174.50													$21,817.76

Data Source : Bay Area Employee Relations Service Compensation Survey Tool

* $1,362.62 indicated for San Bruno's medical coverage includes vision and dental insurance.

EXHIBIT C

AGREEMENT FOR SERVICES
FOR CITY ATTORNEY

WHEREAS, the firm of Aaronson, Dickerson, Cohn & Lanzone has provided legal services to the City of Belmont (hereinafter "City") for a number of years;

WHEREAS, Marc L. Zafferano of Aaronson, Dickerson, Cohn & Lanzone served as the Interim City Attorney since February 1, 2005 and as City Attorney since July 1, 2005;

WHEREAS, the City Council of the City wishes to continue its relationship with Marc L. Zafferano to provide legal services to the City;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DESIGNATION OF CITY ATTORNEY

Marc L. Zafferano is hereby appointed City Attorney of the City of Belmont, effective July 1, 2007. This contract supercedes any prior contracts or amendments thereto.

2. MEETING ATTENDANCE

A. The City Attorney (or his deputy when the City Attorney is unavailable) shall attend all regular and special meetings, as requested by the City Manager, of the City Council, Planning Commission, Belmont Fire Protection District, Belmont Redevelopment Authority, and Belmont Public Financing Authority. The City Attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters that may arise during any meetings, excepting, however, legal matters which may pertain to assessment districts, issuance of bonds, or other proceedings wherein legal services are to be provided by special counsel. The City Attorney shall maintain meeting notes of all closed session matters.

B. The City Attorney (or his deputy when the City Attorney is unavailable) shall normally attend City staff meetings, which are generally held twice a month following Council meetings.

3. PREPARATION OF DOCUMENTS

When requested to do so by the City Council or the City Manager, the City Attorney, or his representative, shall prepare staff reports, resolutions, notices, contracts, ordinances, opinions and other documents and papers necessary, or appropriate, in matters pertaining to the City, and shall examine for legal sufficiency all documents submitted to him by the City.

4. LEGAL ASSISTANCE, ENFORCEMENT AND ADVICE

The City Attorney shall cooperate with and provide legal advice to the City, its officers, agents and employees on all general legal matters pertaining to the City, including the enforcement of state and local laws and codes. The City Attorney shall also research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council, City Manager and staff on legal matters pertaining to City operations.

5. LITIGATION REPORTS, LEGAL UPDATES, AND RETAINER HOURS

The City Attorney shall, on a regular basis, prepare reports to the City Council, giving the current status of any legal actions in which the City may be involved, including code enforcement. The City Attorney shall comment in the reports on any new legislation or court cases that may affect the City.

The City Attorney also shall be responsible for advising City officials on how to respond to these changes as well as drafting memorandum, guidelines, resolutions, ordinances, administrative rules or other procedures that he feels necessary for the City to comply with these changes in the law, when such drafting is requested by the City Council or City Manager.

The City Attorney also shall submit monthly reports to the City Manager of the nature and time spent on all retainer services.

6. ACQUISITION OF LAND AND EASEMENTS

The City Attorney shall provide the necessary legal services required in connection with the acquisition of land or easements up to the point that the City Council authorizes the commencement of eminent domain proceedings. The City Attorney shall also perform legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and public utilities. The City Attorney shall, if outside counsel is retained, coordinate work of outside legal counsel as directed by the City Council and/or City Manager.

7. RELATED LEGAL SERVICES

The City Attorney also shall perform such other related legal services for the City as may be requested by the City Council or City Manager, such as review of contracts, specifications, leases, JPA agreements, MOU's and other similar documents. The City Attorney shall at all times endeavor to provide response to Council and staff inquiries concerning legal matters on a "same day" basis. The intent of this requirement is to provide City officials with an immediate initial contact on legal problems and not necessarily the final researched answers.

8. CONFERENCE ATTENDANCE

The City Attorney shall be entitled to attend meetings and conferences such as the League of California Cities sponsored activities. He shall be entitled to reimbursement for registration, meals, lodging and transportation in an amount not to exceed $1,200 per year.

9. OUTSIDE LAW PRACTICE

The City Attorney shall be allowed to conduct an outside law practice. The City Attorney agrees to inform the City Council prior to any proposed representation of another city as a retained client, or any representation that would constitute an actual or perceived conflict.

10. LITIGATION AND OTHER DUTIES

A. The City Attorney shall represent the City in all legal proceedings, whether civil or criminal, required in the enforcement of the City's ordinances.

B. As authorized by the City Council, the City Attorney, or his representative, shall represent the City in legal proceedings and other litigation to which the City may be a party except where a conflict of interest exists, or where the requirement of specialized legal expertise makes representation inappropriate. In such situations, the City Attorney shall spend time as necessary to brief and/or coordinate the activities of specialized counsel as their work relates to the City's interests.

C. The City Attorney shall represent the City in regard to special projects or perform other duties as requested by the City Council or the City Manager.

11. LIMITATION OF DUTIES

A. The City Attorney will not be required to participate in the City negotiation process with its designated employee representatives. The City Attorney may, however, advise and defend the City on personnel matters subject to litigation, normally involving hiring and promotional practices, and disciplinary actions.

B. The City currently contracts for both the administration and legal representation for all workers' compensation claims and litigation. The City Attorney will only be required to provide advice in this area as requested by the City Council or City Manager.

C. The City Attorney shall sit as the Redevelopment Agency counsel at the Agency's meetings which are held at the same time and place as City Council meetings. He shall provide general legal advice except in those areas requiring specialized legal expertise for Agency matters.

D. Major litigation or litigation in a specialized area may be contracted out to an appropriate law firm specializing in the particular subject area. In such cases, the City Attorney shall consult with the Council before retaining outside counsel. The City Attorney will be responsible for general oversight and for providing general legal assistance to the other law firm as required.

12. DEPUTY CITY ATTORNEY

The City Attorney has designated for the purposes of attending City Council meetings, Gregory J. Rubens to act as Deputy City Attorney. The Deputy City Attorney shall represent the City at such meetings when the City Attorney is unable to attend, or when the City Attorney requires assistance. The City Attorney shall also designate a staff member, who will be available to assist the City with routine administrative matters required in the execution of this agreement. It is the intent of this agreement that these positions will not be eligible for PERS.

13. COMPENSATION

Compensation shall be as outlined in Exhibit A. The retainer portion of compensation shall be considered full compensation for purposes of contributions and withholding with respect to retirement, social security, income tax withholding, worker's compensation and the like. The retainer portion shall be included in the City's payroll and paid in the same time and manner as other employees of the City.

14. COSTS

The City Attorney shall be entitled to be reimbursed by the City for all costs advanced on his behalf such as court costs, filing fees, service of process fees, juror's fees, witness fees, investigators' fees, appraisers' fees, cost of photographs and charts in connection with litigation, and the like.

15. OVERHEAD

Except as expressly provided, the City Attorney shall pay all overhead incurred in providing City Attorney services to the City including, but not limited to rent of the law firm's office, telephone, secretarial, bookkeeping, reception, postage, stationery, office supplies, library, copying, taxes and licenses.

16. INSURANCE

City Attorney shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by City Attorney or City Attorney's agents, representatives, employees or subcontractors. The insurance shall be obtained from an insurance carrier admitted and authorized to do

business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII", or as otherwise acceptable to the City.

16.1 COVERAGES AND LIMITS.

City Attorney shall maintain the types of coverages and minimum limits indicated below, unless City Manager approves a lower amount. These minimum amounts of coverage shall not constitute any limitations or cap on City Attorney's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by City Attorney pursuant to this Agreement are adequate to protect City Attorney. If City Attorney believes that any required insurance coverage is inadequate, City Attorney shall obtain such additional insurance coverage, as City Attorney deems adequate, at City Attorney's sole expense.

16.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE.

$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

16.1.2 AUTOMOBILE LIABILITY.

$1,000,000 combined single-limit per accident for bodily injury and property damage.

16.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

16.1.4 PROFESSIONAL LIABILITY.

Errors and omissions liability appropriate to City Attorney's profession with limits of not less than $1,000,000 per claim.

16.2 ADDITIONAL PROVISIONS.

City Attorney shall ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

16.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers and employees shall be named as additional insureds.

16.2.2 City Attorney shall obtain occurrence coverage, excluding Professional Liability, which shall be written as claims-made coverage. Insurance policies with claims-made coverage shall be maintained for a period of at least 3 years after completion of the contract.

16.2.3 This insurance shall be in force during the life of the Agreement and any extensions of it and shall not be canceled without thirty (30) days prior written notice to City.

16.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS.

Prior to City's execution of this Agreement, City Attorney shall furnish certificates of insurance and endorsements to City.

16.4 FAILURE TO MAINTAIN COVERAGE.

If City Attorney fails to maintain any of these insurance coverages, then City shall have the option to declare City Attorney in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. City Attorney is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from City Attorney or deduct the amount paid from any sums due City Attorney under this Agreement.

16.5 SUBMISSION OF INSURANCE POLICIES.

Concurrently with the execution of this Agreement, City Attorney shall furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by first class mail;

(b) Providing that City Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);

(c) Naming the City of Belmont, its Council, officers, boards, commissions, employees, volunteers and agents, as additional insureds as respects: liability arising out of work or operations performed by or on behalf of

City Attorney; or automobiles owned, leased, hired or borrowed by City Attorney.

(d) Providing that City Attorney's insurance coverage shall be primary insurance with respect to City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of City Attorney's insurance and not contributory with it.

(e) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(f) If General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, City Attorney must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to City for review.

16.6 PRIMARY COVERAGE.

For any claims related to the services and this Agreement, the City Attorney's insurance coverage shall be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, shall be in excess of City Attorney's insurance and not contributory with it.

16.7 REDUCTION IN COVERAGE/MATERIAL CHANGES.

City Attorney shall notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies. Any deductibles or self-insured

retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the City, its officers, officials, employees and volunteers; or City Attorney shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

17. INDEMNIFICATION

The City Attorney shall hold harmless, defend at its own expense, and indemnify the City against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of City Attorney or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts.

18. RECORDS, MONTHLY STATEMENTS AND AUDIT

The City Attorney shall maintain careful and accurate records of all time spent by the City Attorney to the closest ¼ of an hour, and all reimbursable costs advanced by the City Attorney's office in conjunction with City business. The City Attorney shall render monthly statements to the City for the performance of all services showing the services performed, the hours spent, the cost center served, the costs advanced and the amount the City Attorney is entitled to receive from the City for the month. If approved, the sum shown to be due by such statement shall be paid to the City Attorney by the City within thirty (30) days after said approval. Books of account and the time records of the City Attorney pertaining to business transacted for the City shall be open to audit by the City Council, City Manager or their designee.

Hard copy records related to City of Belmont legal matters shall be secured in a locked file cabinet with usual and customary procedures for maintenance of the file cabinet keys. Computer files of City of Belmont legal matters shall be secured utilizing generally accepted computer security methods for file access, retention and permanent storage.

19. EVALUATION

The City Attorney shall schedule a closed session for his evaluation once yearly on a mutually agreed-upon date.

20. TERMINATION

This Agreement may be terminated upon either party giving the other sixty (60) days written notice. Upon the termination of this Agreement, the City Attorney shall return to the City any City Code books received, active litigation files, and any files maintained on City matters by the City Attorney.

21. AMENDMENTS AND NONASSIGNABILITY

This Agreement may be amended only in writing and only with the written consent of both parties. This Agreement may not be transferred or assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28th day of JUNE, 2007.

CITY OF BELMONT

By: _____
Coralin Feierbach
Mayor

By: _____ 6.29.07
Jack Crist
City Manager

MARC L. ZAFFERANO

By: _____
Marc L. Zafferano

EXHIBIT A

For the period July 1, 2007 through June 30, 2008, the monthly retainer rate shall be $9,000.00. All non-retainer work shall be billed at the rate of $200.00 per hour.

For the period July 1, 2008 through June 30, 2009, the monthly retainer rate shall be $9,300.00. All non-retainer work shall be billed at the rate of $210.00 per hour.

For the period July 1, 2009 through June 30, 2010, the monthly retainer rate shall be $9,700.00. All non-retainer work shall be billed at the rate of $225.00 per hour.

In addition to the retainer, the City shall contribute to PERS retirement on the same basis as it does for its management employees. City Attorney shall be responsible for contributing the member-paid portion of 7%.

The retainer covers those services outlined in Sections 2 through 8.

EXHIBIT D

City of Belmont's Legal Costs (City Attorney and Outside Counsel) Fiscal Year 2009/2010

Legal Firm	Purpose	Amount Paid-FY 10	Notes
Aaronson, Dickerson, Cohn & Lanzone	Retainer	$ 116,400	Salary
Aaronson, Dickerson, Cohn & Lanzone	Retainer	$ 16,876	PERS & Medicare
Aaronson, Dickerson, Cohn & Lanzone	General	$ 253,289	Litigation and non-retainer tasks.
McDonough Holland & Allen	RDA	$ 131,787	
Colantuono & Levin	Prop 218	$ 39,701	
Colantuono & Levin	BFPD	$ 918	
Wulfsberg, Reese, Colvig & Firstman	Bike Bridge	$ 5,261	
Liebert Cassidy Whitmore	Personnel	$ 9,074	Cepideh Roufougar
Liebert Cassidy Whitmore	Labor Neg.	$ 6,371	Labor Concessions
Stradling, Yocca, Carlson & Rauth	Bonds	$ 83,000	
Howard, Rome, Martin & Ridley	Liability	$ 3,577	Charged to claims liability account.
Littler Mendelson	Personnel	$ 11,330	Chris Cobey
	Total	$ 677,582	