RESOLUTION NO. 2015-78

A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING AN AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES BETWEEN THE CITY OF ALBANY AND THE LAW OFFICES OF CRAIG LABADIE

WHEREAS, on January 1, 2012, the City Council appointed Craig Labadie to serve as the Albany City Attorney under an independent contractor arrangement; and

WHEREAS, in September 2013, the City and Mr. Labadie entered into an Amended and Restated Agreement for City Attorney Services which specified a two-year term; and

WHEREAS, the Council desires to continue to contract with Craig Labadie to serve as the Albany City Attorney; and

WHEREAS, the proposed Amendment to the Agreement would extend the contract term for an additional two years, commencing on December 1, 2015.

NOW THEREFORE, BE IT RESOLVED, that the Albany City Council hereby approves the proposed Amendment to the Agreement for City Attorney Services between the City of Albany and the Law Offices of Craig Labadie (attached to this Resolution) and authorizes the Mayor to execute the Amendment on behalf of the City.

PETER MAASS, MAYOR
RESOLUTION NO. 2015-78

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY, the 7th day of December, 2015, by the following votes:

AYES: Council Members Barnes, McQuaid, Nason, Pilch and Mayor Maass

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 8th day of December, 2015.

Eileen Harrington
DEPUTY CITY CLERK

The City of Albany is dedicated to maintaining its small town ambiance, responding to the needs of a diverse community, and providing a safe, healthy and sustainable community.
AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

THIS AMENDMENT ("Amendment") to the Amended and Restated Agreement for City Attorney Services ("Agreement"; Contract #C11-17b) is entered into effective December 1, 2015 by and between the City of Albany, a California charter city ("City") and the Law Offices of Craig Labadie and Craig Labadie, Esq. ("Attorney"), a sole proprietor law firm providing municipal law services.

WHEREAS, effective on January 1, 2012, City retained Attorney to serve as the City Attorney for the City of Albany; and

WHEREAS, effective on September 1, 2013, City and Attorney entered into an Amended and Restated Agreement for City Attorney Services; and

WHEREAS, CITY and Attorney mutually wish to continue the arrangement whereby Attorney serves as the City Attorney for the City of Albany, subject to certain amended terms and conditions as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

A. Amendment to Agreement. This Amendment makes certain specific changes to the Agreement. Except for the provisions expressly modified in this Amendment, the remaining terms and conditions of the Agreement remain in full force and effect. The following provisions of the Agreement are hereby amended, to read as follows:

1. Contract City Attorney. City hereby contracts with Attorney (as an independent contractor and not as an employee), and Attorney hereby contracts with City for the performance of legal services under the terms and conditions set forth herein.

3. Term. The term of this Agreement shall commence on December 1, 2015 and shall continue for a period of two years, subject to the provisions set forth in Paragraph 7 of this Agreement.

4. Compensation. In consideration for the General Services to be performed by Attorney, City shall pay a monthly retainer in the amount of $11,000 for the period from December 1, 2015 through November 30, 2016. Commencing on December 1, 2016, the monthly retainer shall be
$11,500. City shall pay Attorney for Special Services at the rate of $195 per hour, upon submission and approval of invoices. Out-of-pocket expenses such as travel and mileage (not including travel or mileage from Attorney’s office to the Albany City Hall), photocopying, overnight delivery, and messenger services shall be reimbursed at a reasonable rate. City shall use its best efforts to cause invoices and expense reimbursement requests to be paid within thirty (30) days after receipt.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year written above.

CITY OF ALBANY

By: ____________________________
    Mayor Peter Maass

ATTORNEY

By: ____________________________
    Craig Labadie