



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

First Amendment to Professional/Consulting Services Agreement for the City Attorney

### RECOMMENDED MOTION:

Approve First Amendment to Professional/Consulting Services Agreement for the City Attorney

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### SUMMARY

The City entered into an Agreement in July 2002 with Mary Wagner for the provision of services as the City Attorney. Subsequently the City and Mary Wagner entered in the Professional/Consulting Services Agreement dated November 1, 2004 (the "Agreement"). The Agreement provides that Mary Wagner will act as the City Attorney and provide the services set forth therein at a designated hourly rate for general services and a designated hourly rate for cost recovery project which are both increased annually by \$5.00 per hour. The rates are currently: \$160/hour for general services and \$185/hour for cost recovery projects. The City Council conducted an annual performance evaluation and as a result agreed to increase the City Attorney's annual rate to one blended rate for all services of \$175.00 per hour and to continue the annual \$5.00/hour increase commencing July 1, 2010. The City council also agreed to provide the City Attorney with medical benefits consistent with the benefit offered to other management employees.

### FISCAL IMPACT

The proposed First Amendment provides for a change in the hourly rate for all services provided by the City Attorney to \$175.00 per hour. The cost of the medical benefits being provided will result in an additional cost of \$19,050 to the City. Staff believes that the services can still be provided within the budgeted amount of \$150,000.

### STAFF RECOMMENDATIONS:

Staff recommends that the City Council approve the First Amendment to Professional/Consulting Services for the City Attorney.

## ATTACHMENTS

1. First Amendment to Professional/Consulting Services Agreement for the City Attorney

SUBMITTED BY:



Charlie Francis, Administrative Services Director

**FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES  
AGREEMENT FOR THE CITY ATTORNEY**

**THIS FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT FOR THE CITY ATTORNEY** (“ Amendment”), dated effective as of June 23, 2009 (the “Effective Date”), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the “City”), and **MARY WAGNER**, an individual (“Consultant”).

**RECITALS**

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into an Agreement in July, 2002. Subsequently, City and Consultant entered into the Professional/Consulting Services Agreement effective November 1, 2004 (the “Agreement”).

B. The Agreement generally provides for Consultant to provide services as the City Attorney of City. Capitalized terms utilized herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

C. City and Consultant desire to enter into this Amendment to set forth the terms and conditions for Consultant’s continuing provision of services as City Attorney for City.

**AGREEMENT**

In consideration of the mutual covenants and conditions contained in this Amendment, City and Consultant hereby agree as follows:

**Section 1. Compensation.** Effective as of July 1, 2009 Consultant’s hourly rate shall be \$175.00 per hour for all services. Commencing July 1, 2010 and annually thereafter the hourly rate shall be increased by \$5.00 per hour.

**Section 2. Medical Insurance.** A new Section 4a shall be added to the Agreement to provide as follows:

“4a. Medical Insurance. Consultant shall be entitled to receive medical insurance from City in the amount provided for other City management employees.”

**Section 3. Entire Agreement; Conflicts.** This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

**Section 4. Execution.** This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

CITY:

CITY OF SAUSALITO, a municipal corporation

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Jonathan Leone, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Special Legal Counsel

CONSULTANT:

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Mary Anne Wagner