

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_ day of June 2011, by and between the City of Albany ("the City"), and Robert Zweben ("Attorney").

**Recitals.** The City, acting by and through its duly elected City Council, desires to employ Attorney as its City Attorney, and Attorney desires to be employed by the City, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE the parties agree as follows:**

**1. Employment.** City desires to engage Attorney to serve as the City Attorney for the City of Albany, to perform the duties and functions specified in this Agreement, and the Albany Charter and Municipal Code, and to perform such other duties and functions as the City Council shall from time to time assign.

**2. Scope of Services.**

A. Attorney shall continue to provide general legal services for the City in the same manner and scope as Attorney provided during his previous terms of office. Such services shall include without limitation the following:

1. Attend all regularly scheduled and special City Council meetings and City Council study sessions;
2. Attend other meetings as required by the City Council or City Manager;
3. Advise the City Council, appointed commissions, committees and boards, City staff and other officials on all legal matters pertaining to City business;
4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances and other standard City documents;
5. Prepare such legal oral and written opinions as shall be requested by the City;
7. Monitor current and pending legislation and case law as appropriate;
6. Perform such other routine legal services as may be required by the City Council or City Manager.

B. Attorney may perform special legal services for the City which include legal services relating to the preparation of complex legal documents, the prosecution or defense of litigation, or representation of the City in administrative proceedings.

**3. Compensation.**

A. General legal services. For the performance of general legal services, Attorney shall be paid a monthly salary of \$7,427.51. Attorney will make a pre-tax 7.5% contribution to the ICMA 457 PTS plan in lieu of FICA. Should the IRS rule that Attorney's pay was subject to FICA, the City will only be liable for the employer FICA contribution.

B. Special services. For the provision of special legal services, Attorney shall be compensated at the rate of \$175.00 per hour.

C. Office overhead. City shall reimburse Attorney for office expenses in the amount of \$1,311.00 per month.

4. **Responsibility of Attorney.** By executing this Agreement, Attorney warrants to the City that he possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Attorney further warrants that he will follow current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the services rendered under this Agreement.

5. **Reporting Relationship.** Attorney shall report directly to the City Council and in coordination with the City Manager in the performance of services hereunder.

6. **Confidentiality.** All City information disclosed to, or obtained by, Attorney during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by the City or by law.

7. **Conflict of Interest.** Attorney warrants that neither Attorney, nor any of his associates or employees, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

8. **Term.** This Agreement shall commence on June 27, 2011, and shall terminate on December 31, 2011. It may be modified by mutual agreement of the Parties.

9. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: City Manager, 1000 San Pablo Ave, Albany, CA 94706
- b. To Attorney: Robert Zweben, 1730 Solano Avenue, Berkeley, CA 94707

Nothing hereinabove shall prevent either City or Attorney from personally delivering any such notices to the other.

10. **Legal Representation.** City and Attorney certify that they have had the benefit of the advice of legal counsel or the opportunity to consult with legal counsel prior to execution of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Agreement on the day first written above.

**CITY:**

**ATTORNEY:**

\_\_\_\_\_  
Beth Pollard, City Manager

\_\_\_\_\_  
Robert Zweben