

CITY OF WILLIAMSPORT, PA RESOLUTION

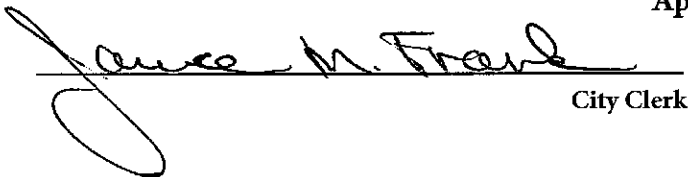
RESOLUTION # 8841

DATE 1-17-19

TITLE

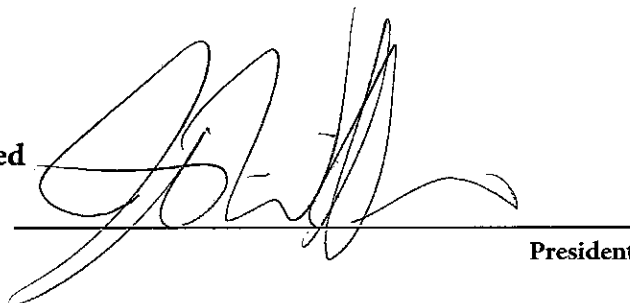
AGREEMENT FOR LEGAL SERVICES WITH ASSISTANT SOLICITOR

BE IT RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and the Assistant City Solicitor, McCormick Law Firm is hereby approved in an amount not to exceed the compensation set forth in Section 4; and the appropriate City Officials are hereby authorized to execute the Agreement



City Clerk

Approved



President

AGREEMENT FOR LEGAL SERVICES

This Agreement made this ___ day of _____, 2019, between the City of Williamsport, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City"), and the McCORMICK LAW FIRM, 835 West Fourth Street, Williamsport, Pennsylvania, an attorney duly licensed to practice law in the Commonwealth of Pennsylvania (hereinafter referred to as "Law Firm").

1. Term of employment. The City shall employ the Law Firm as Assistant Solicitor for the City, for a term of one year (January 1, 2019 through December 31, 2019) for the purpose of rendering to the City professional legal services. The initial term may be extended from year to year.

2. Scope of Work.

The Law Firm shall devote whatever time and attention is required to the rendering of legal services on behalf of the City, its Boards and Commissions. Legal service shall include but not be limited to the following:

General Legal Services

- i. Attend all regularly schedule and special City Council meetings and City Council work sessions.
- ii. Advise City Council, Boards, Committees, Commissions and City staff on legal matters pertaining to City business.
- iii. Prepare, review, and approve as to form; contracts, agreements, resolutions, ordinances and all other standard City documents.
- iv. Prepare written and oral opinions as requested by City Officials and

Department Heads of the City from time to time.

- v. Represent the City and the City officials, officers, and employees in litigation and administrative proceedings as directed by City Council or the Mayor.
- vi. The Law Firm shall advise the City, who within the Firm is assigned to tasks and provide a timeframe for completion.
- vii. The Law Firm shall provide the City monthly reports indicating actual time spent on specific legal services, specialized labor relations and specialized legal policy review. Report will include the person assigned to the task and completion/estimated completion date.
- viii. At the request of the City, perform special projects or tasks assigned by City Council or the Mayor.

Specialized Labor Relations/Personnel Services

- i. The Firm shall represent the City on specialized employee arbitrations and litigation matters.
- ii. The Firm shall work with our liability insurance consultant in providing legal oversight.
- iii. The Firm shall assign a designated attorney to work with the Human Resource Department to review, revise and develop employment policies.
- iv. Represent the City during Collective Bargaining sessions with all City unions.

The City reserves the right to retain, at its sole option, other legal counsel for litigation and other special legal matters. All request to use outside legal counsel, whether initiated by the Mayor, Council or Department Heads, shall go through the Human Resource Department and reviewed by

the Law Firm. The Law Firm will make recommendations as to if outside counsel should be consulted. The Law Firm will oversee outside legal counsel's work.

3. Professional Standards. The Law Firm agrees to abide by and perform its duties in accordance with the ethics of the legal profession, and all Federal, state and municipal laws, regulations and ordinances regulating the practice of law. Failure to do so shall be grounds for termination.

4. Compensation. For general services rendered by the Law Firm, it shall be paid an annual fee of \$42,869 payable in quarterly installments. For specialized labor relation services rendered by the Law Firm, it shall be paid an additional \$20,000 payable in quarterly installments. In addition, the City shall reimburse the Law Firm for office expenses in the amount of \$800.00 per annum.

5. Authority to Bind the City. The Law Firm shall have no authority to enter into any contracts binding upon the City, or to create any obligations without approval by the City Council, or by an officer of the City acting pursuant to authority granted by City Council.

6. Termination.

(a) In the event the Law Firm

(1) for any reason shall become otherwise disqualified to practice law in Pennsylvania, or

(2) shall accept appointment or employment that by operation of law places restrictions or limitations upon continued performance of its duties.

Then and on the happening of any such event, this Agreement shall automatically and immediately be terminated.

(b) The City shall have the right to immediately terminate this Agreement with respect to the Law Firm upon the occurrence of any one or more of the following events:

(1) the Law Firm's failure or refusal to comply with the policies, standards, and regulations of the City, from time to time established.

(2) the Law Firm's fraud, dishonesty, or other misconduct in the performance of legal services or otherwise, or

(3) the Law Firm's breach of the Code of Professional Responsibility.

(c) Either the City or the Law Firm shall have the right to terminate this Agreement for any reason upon two (2) weeks written notice.

7. Ownership of Documents. All reports, records, documents, and other materials prepared by McCormick Law Firm, its employees in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request by the City of upon termination of this Agreement. McCormick Law Firm may retain copies of such for its own use.

8. Approval. This Agreement is contingent upon the approval of the City Council of the City of Williamsport.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CITY OF WILLIAMSPORT

Gabriel J. Campana, Mayor

Margaret J. Woodring, City Controller

ATTEST:

Janice Frank

McCORMICK LAW FIRM

Assistant Solicitor