

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9109

DATE 2-18-21

TITLE

RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES WITH THE ASSISTANT CITY SOLICITOR

BE IT HEREBY 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, Casale & Bonner P.C., is hereby approved in an amount not to exceed the compensation set forth in Section 4; and the Mayor and City Controller are hereby authorized to execute the Agreement.

Approved

Janice M. Frank
City Clerk

Danley Oleson
President

AGREEMENT FOR LEGAL SERVICES

This Professional Services Agreement made this _____ of _____ 2021, between the City of Williamsport, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City"), and CASALE & BONNER P.C., 331 Elmira Street, Williamsport, Pennsylvania, a professional corporation organized under the laws of the Commonwealth of Pennsylvania, employing attorneys duly licensed to practice law in the Commonwealth of Pennsylvania (hereinafter referred to as "Law Firm").

1. Term of Professional Services Agreement. The City shall contract the Law Firm to act as Assistant Solicitor for the City, for a period of up to five (5) years (March 1, 2021 through February 28, 2026), subject to annual renewal, for the purpose of rendering to the City professional legal services. The initial term will begin on March 1, 2021 and conclude February 28, 2022 and may be extended from year to year through February 28, 2026.

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. Act as assistant legal counsel for the City.
- ii. Attend all regularly scheduled and special City Council meetings, executive sessions and City Council work sessions.
- iii. Provide advice and support on zoning matters and environmental matters for the City and any applicant that may present a proposal to City Council.
- iv. Analyze and provide advice regarding Right to Know requests.
- v. Prepare, review, approve and record contracts, agreements, mortgages and liens related to the City's Community Development Block Grant and HOME programs.
- vi. Prepare, review, approve and record liens related to Codes blight, neighborhood preservation and nuisance enforcement.
- vii. Advise City Council, Boards, Committees, Commissions and City staff on legal matters and other procedural matters pertaining to City business, as

requested.

- viii. Prepare, review, and approve as to form; contracts, agreements, resolutions, ordinances and all other standard City documents, as requested.
- ix. Prepare written and oral opinions as requested by City Officials and Department Heads of the City from time to time.
- x. Represent the City officials, officers, and employees in litigation and administrative proceedings as directed by City Council or the Mayor, as requested.
- xi. The Law Firm shall advise the City, who within the Firm is assigned to tasks and provide a timeframe for completion.
- xii. 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.
- xiii. At the request of the City, perform special projects or tasks assigned by City Council or the Mayor.

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 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:

- Not to exceed \$30,000 payable in monthly installments based on actual time spent, and in a minimum initial amount of 0.20 for attorney work. Fee schedule is as follows:
 - Partners at \$110.00 per hour
 - Paralegals at \$60.00 per hour

In addition, the City shall reimburse the Law Firm for office expenses in the amount of \$800 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 the approval by City Council,

or and officer of the City acting pursuant to authority granted by City Council.

6. Termination.

(a) In the event an employee of the Law Firm who does work for the City

(1) for any reason ceases or becomes disqualified to practice law in Pennsylvania, or

(2) accepts appointment or engages another client that by operation of law places restrictions or limitations upon continued performance of his/her duties to the City.

(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 or its employees breach of the Code of Professional Responsibility.

(4) An employee's violation of section (a) above.

(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 CASALE & BONNER P.C. and 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. CASALE & BONNER P.C. 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.

ATTEST:

CITY OF WILLIAMSPORT:

Derek Slaughter, Mayor

Janice Frank, City Clerk

Margaret Woodring, Controller

CASALE & BONNER P.C.:
