

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9110

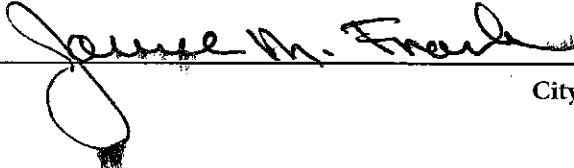
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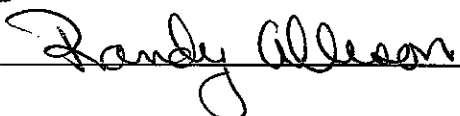
RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES WITH THE CITY TRANSIT SOLICITOR

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 City Transit Solicitor, Summers Nagy Law Office, 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



City Clerk



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 SUMMERS NAGY LAW OFFICES, INC., 200 Spring Ridge Drive, Suite 202, Wyomissing, 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 Transportation 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 department, Williamsport Bureau of Transportation. Legal service shall include but not be limited to the following:

Transit Legal Services

- i. Act as transit legal counsel for the City.
- ii. Attend regularly scheduled and special City Council meetings, executive sessions and City Council work sessions to provide advice and support for transit issues, as requested.
- iii. Provide advice and support for transportation operations and services.
- iv. Review and analyze compliance with federal and state monies, including interpretation of FTA circulars.
- v. Represent transit employees on work related traffic violations, when required by a collective bargaining agreement.
- vi. Review federal and state grant requirements and the applicability of such requirements to procurement activities or contracts.
- vii. Provide legal certification related to annual audit, annual federal program of projects and annual certifications and assurances.

installments based on actual time spent, and in a minimum initial amount of .20 for attorney work. Fee schedule is as follows:

- (1) Partners at \$175.00 per hour
- (2) Paralegals at \$80.00 per hour

(b) For routine Conflict Services rendered by the Law Firm, it shall be paid an amount not to exceed \$525 per month in monthly installments based on actual time spent, and in a minimum initial amount of .20 for attorney work. It is anticipated that Conflict Services will be limited (and will not involve such matters as, for example, litigation) and those Conflict Services would normally incur less than \$525 in legal fees. In the event that the Law Firm reasonably believes the actual work will involve more than \$525 in legal fees, Law Firm will notify the City and provide a budget for proposed legal services. Law firm and the City will agree to the anticipated budget prior to commencing legal services. Fee schedule is as follows:

- (1) Partners at \$140.00 per hour
- (2) Paralegals at \$80.00 per hour

(c) Expenses. Expenses shall be paid at the rate charged to the Law Firm. This shall include filing and copy expenses, legal research fees, transcription fees or other such out-of-pocket expenditures.

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 employee's 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 SUMMERS NAGY LAW OFFICES, INC., 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. SUMMERS NAGY LAW OFFICES, INC. 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.

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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

SUMMERS NAGY LAW OFFICES, INC.
