

**CITY OF WILLIAMSPORT, PA
RESOLUTION**

RESOLUTION# 8293

DATE 1-9-14

TITLE

AGREEMENT FOR LEGAL SERVICES WITH ASSISTANT SOLICITOR

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement attached hereto, and between the City of Williamsport and the Assistant City Solicitor, J. David Smith is hereby approved and the appropriate City Officials are hereby authorized to execute the Agreement.

James M. Frank
City Clerk

Approved

Christy Hall
President

AGREEMENT FOR LEGAL SERVICES

This Agreement made this 9th day of January, 2014, between the City of Williamsport, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City"), and J. David Smith, 835 West Fourth Street, Williamsport, Pennsylvania, an attorney duly licensed to practice law in the Commonwealth of Pennsylvania (hereinafter referred to as "Attorney").

1. Term of employment. The City shall employ the Attorney as Assistant Solicitor for the City, for a term of one year (January 1, 2014 through December 31, 2014) for the purpose of rendering to the City professional legal services. The initial term may be extended from year to year.

2. Duties. The Attorney shall devote whatever time and attention is required to the rendering of legal services on behalf of the City, its Board and Commissions.

3. Professional Standards. The Attorney agrees to abide by and perform his 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 services rendered by the Attorney, he shall be paid an annual fee of \$33,415.00 payable in quarterly installments. In addition, the City shall reimburse the Attorney for office expenses in the amount of \$800.00 per annum.

5. Authority to Bind the City. The Attorney 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 Attorney

(1) for any reason shall cease to be an active member of the Pennsylvania Bar in good standing or shall become otherwise disqualified to practice law in Pennsylvania, or

(2) shall be elected to public office or shall accept employment that by operation of law places restrictions or limitations upon continued performance of his 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 Attorney upon the occurrence of any one or more of the following events:

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

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

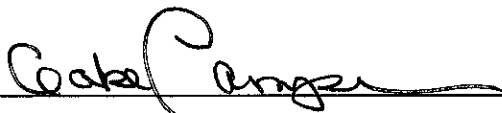
(3) the Attorney's breach of the Code of Professional Responsibility (including, but not limited to, a breach which results in disciplinary action being taken against the Attorney).

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

7. 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.

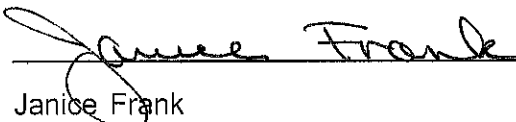
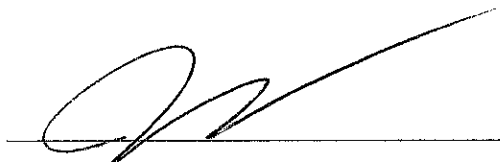
CITY OF WILLIAMSPORT



Gabriel J. Campana, Mayor


Margaret J. Woodring, City Controller

ATTEST:


Janice Frank
J. David Smith, Assistant Solicitor

SCHEDULE A

CITY OF WILLIAMSPORT
ALLOCATION OF SOLICITOR FEES

January 1, 2014 - December 31, 2014

	<u>Total</u>
	General Fund
J. David Smith, Assist. Solicitor Fee	\$33,415.00
Office Expenses	+ <u>800.00</u>
Total Fees & Office Expenses	\$34,215.00