CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9778 DATE 5-9-24

TITLE

AGREEMENT FOR LEGAL SERVICES WITH ASSISTANT CITY 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, Coploff, Ryan, & Houser with Margaret V. Corcoran, as firm's Primary Contact is hereby approved, and the appropriate City Officials are hereby authorized to execute the Agreement.

Approved

Janice M. Frank
City Clerk

President

AGREEMENT FOR LEGAL SERVICES

This Professional Services Agreement made this 9th day of May 2024, between the City of Williamsport, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City"), and Coploff, Ryan & Houser, 136 East Water St. Lock Haven, 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 Asst. Solicitor for the City, for a period of up to one year from May 9, 2024 through May 9, 2025, subject to annual renewal, for the purpose of rendering to the City professional legal services.

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 may include but not be limited to the following:

General Legal Services

i. Act as general legal Assistant counsel for the City.

ii. Attend regularly scheduled and special City Council meetings, executive sessions and City Council work sessions, as requested.

iii. Advise City Council, Boards, Committees, Commissions and City staff on legal matters and other procedural matters pertaining to City business.

iv. Prepare, review, and approve as to form; contracts, agreements, resolutions, ordinances and all other standard City documents.

v. Prepare written and oral opinions as requested by City Officials and Department Heads of the City from time to time.

vi. Represent the City and the City officials, officers, and employees in litigation and administrative proceedings as directed by City Council or the Mayor.

vii. Provide advice with regard to the City's obligations for any property and construction endeavor of the City.

viii. Review and assist with compliance with regard to financial assistance endeavors.

ix. The Law Firm shall advise the City who within the Firm is assigned to tasks and provide a timeframe for completion.

x. 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.

xi. Provide advice and support if and as needed on other matters as requested by City Council, Mayor and staff.

The City reserves the right to retain, at its sole option, other legal counsel for litigation and other special legal matters. All requests to use outside legal counsel, whether initiated by the Mayor, Council or Department Heads, shall go through 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 not to exceed $85,000 payable in monthly installments based on actual time spent, and in a minimum initial amount of .20 for attorney work. Fee schedule is as follows:

(a) Legal Services for the firm at $140.00 per hour including attendance at City Council meetings and travel to and from same.

(b) Special meetings at standard hourly rates

Expenses. Reimbursement for out-of-pocket costs will be at the firms actual cost, without mark-up. Clerical work or time, other than out-of-town courier services required because of the City's needs, will not be billed. The costs of any subcontractors, such as experts, will be billed at cost with approval by the City. Copy fees will be billed at the rate of $0.20 per page. Any other out-of-pocket fees that would be incurred will be discussed with the City on an as needed basis.

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 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 it's 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 30 days written notice.

7. Ownership of Documents. All reports, records, documents, and other materials prepared by the Law Firm, 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 or upon termination of this Agreement. The 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.

ATTEST:

Janice Frank, City Clerk

CITY OF WILLIAMSPORT:

Derek Slaughter, Mayor

Margaret Woodring, Controller

Coploff, Ryan, & Houser

Margaret V. Corcoran