

ORIGINAL

RESOLUTION 2012 - 17

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO ENTER INTO A REPRESENTATION AND FEE AGREEMENT WITH
MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP**

WHEREAS, the City currently contracts with the firm of Menke Jackson Beyer Ehlis Harper & Plant, LLP, hereinafter referred to as "Firm;" and

WHEREAS, the City and the Firm have negotiated a new fee agreement; and

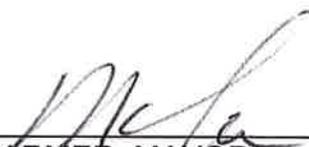
WHEREAS, the City Manager has recommended that the City approve the new Representation and Fee Agreement effective March 1, 2012; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That the Sunnyside City Council hereby approves the Representation and Fee Agreement attached hereto as Exhibit A and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer performance of such agreement.

SECTION 2. That this Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 27th day of February, 2012.



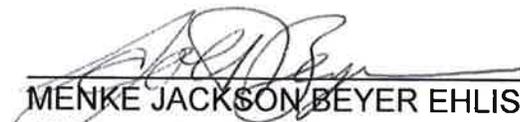
MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

REPRESENTATION AND FEE AGREEMENT

(HOURLY)

The parties to this Agreement are the law firm of Menke Jackson Beyer Ehlis Harper & Plant, LLP, located at 807 North 39th Avenue, Yakima, Washington, hereinafter referred to as "FIRM," and CITY OF SUNNYSIDE, located at 818 East Edison Avenue, Sunnyside, Washington, hereinafter referred to as "CITY." Whereas, the CITY is desirous of retaining the FIRM for the purposes of advice, counseling, and representation pertaining to matters specified below.

THE PARTIES agree to the following terms and conditions:

ARTICLE I - STATEMENT OF WORK

The FIRM shall represent the CITY in all legal proceedings (excluding criminal) involving the CITY as directed by the City Manager or Deputy City Manager. Work will be coordinated with the City Manager or Deputy City Manager and will include, but not be limited to, drafting, preparation and review of ordinances and resolutions, preparation and/or review of all contracts, deeds, legal documents and instruments, attendance at City Council meetings upon request and the rendering of legal opinions and such other legal services as the CITY or its Council, City Manager or Deputy City Manager may request or require.

ARTICLE II - FEES AND COSTS

The CITY agrees to pay the FIRM on the following basis:

- A. The CITY agrees to pay the FIRM the sum of one hundred seventy-five (\$175.00) dollars per hour for services of partners, one hundred sixty (\$160.00) dollars per hour for services of associates, ninety-five (\$95.00) dollars per hour for services of legal interns, and fifty-five (\$55.00) dollars per hour for support staff. Hours are calculated in quarter-hour increments.
- B. The CITY shall reimburse the FIRM for any and all costs incurred by the FIRM associated with providing representation to the CITY, including but not limited to meals, lodging, long distance telephone charges, photocopying charges, facsimile charges, filing fees, deposition transcription charges, on-line research, arbitrator costs, etc.
- C. The CITY agrees to pay a flat fee for travel time between the FIRM and the CITY of \$100 round trip.

EXHIBIT "A"

ARTICLE III - TERMS OF PAYMENT

The CITY shall pay the FIRM at its 1st regularly scheduled Council meeting of each month (2nd Monday of the month) provided the billing for the previous month is received by Tuesday, prior to the 1st Monday of the month, for voucher/warrant processing. If billing is not received as indicated above, it will be paid at the next regularly scheduled meeting.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective **March 1, 2012**, and shall terminate all prior Fee Agreements between CITY and FIRM, except the Fee Agreement regarding bargaining units consisting of the IAFF Fire Supervisors and the Sunnyside Professional Employees Association (SPEA), and provided such termination shall not affect fees and costs incurred prior to such date. This Agreement shall be subject to termination by either party upon fifteen (15) days written notice.

Dated this 27th day of February, 2012, the parties confirm their agreement to the above terms and conditions through their representative signatures below:

CITY OF SUNNYSIDE
(CITY)

MENKE JACKSON BEYER
EHLIS HARPER & PLANT, LLP
(FIRM)

MARK GERVASI
City Manager

G. SCOTT BEYER
Partner

ATTEST:

DELILAH SAENZ
City Clerk