

RESOLUTION 2025 - 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR MUNICIPAL LEGAL SERVICES WITH OGDEN MURPHY WALLACE, PLLC.

WHEREAS, the City of Sunnyside is a non-charter code city operating under the Council-Manager form of government pursuant to Title 35A of the Revised Code of Washington; and

WHEREAS, the City requires ongoing access to experienced and reliable municipal legal counsel to support its governance, operations, and compliance with state and federal law; and

WHEREAS, the City Manager, after due consideration and in consultation with relevant stakeholders, recommends entering into a professional services agreement with the law firm Ogden Murphy Wallace, PLLC, based on the firm's qualifications, experience in municipal law, and commitment to timely and effective legal service; and

WHEREAS, the City Council finds that entering into an agreement with Ogden Murphy Wallace, PLLC, is in the best interest of the City and will ensure continued access to high-quality legal representation for the City of Sunnyside;

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

SECTION 1. The City Council hereby approves the Professional Services Agreement for Municipal Legal Services between the City of Sunnyside and Ogden Murphy Wallace, PLLC, substantially in the form presented to the Council on this date.

SECTION 2. The City Manager is hereby authorized to execute said agreement and any related documents necessary to carry out the intent of this resolution.

SECTION 3. Effective Date. This Resolution shall be effective immediately upon passage and approval.

PASSED this 2nd day of June, 2025.



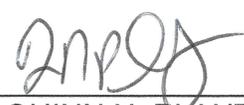
DEAN BROERSMA, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:
MENKE JACKSON BEYER, LLP



BY: QUINN N. PLANT
CITY ATTORNEY FOR THE CITY OF SUNNYSIDE

CITY OF SUNNYSIDE AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between the City of Sunnyside ("City") and the law firm of Ogden Murphy Wallace, P.L.L.C. ("OMW").

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the City and OMW agree as follows:

1. **Services.** OMW will serve as attorneys for the City on all civil legal matters assigned or referred to OMW at the direction of the City (through the Manager or City Council). During the term of this Agreement OMW shall be the legal advisor to the City and of all officials and employees of the City in relation to matters pertaining to their respective offices. OMW shall represent the City in all legal matters, except matters involving specific specialized services not generally provided by OMW, and except in the case of ethical conflicts or when an insurance provider assigns alternative counsel. OMW shall prepare and/or review the documents, ordinances, resolutions and contracts of the City as requested by the Manager and/or the City Council. OMW shall perform such other duties as the City shall direct. OMW shall attend City Council meetings as requested by the Manager and/or City Council.

2. **Personnel Performing Services.** Julie K. Norton of OMW shall be the lead attorney responsible for performing the services specified in Paragraph 1. Back-up and supplemental coverage will be provided by other attorneys within OMW, including Drew Pollom and Heidi Greenwood.

3. **Billing.** OMW will bill the City on a monthly basis for services performed. Time will be billed in one-tenth of one-hour segments and will be itemized as to the service provided, the date, the hourly rate, and the person performing the service.

4. **Compensation.** The City will pay OMW for the time spent providing services pursuant to this Agreement at the following discounted hourly rates for the remainder of 2025:

<u>Billing Category</u>	<u>Rate</u>
Sr. Partners (15 + years)	\$305/hour
Senior Associate/Partner (10-15 years)	\$285/hour
Associates:	\$235/hour
Paralegals:	\$105/hour

Unless the Agreement is earlier terminated, the above rates shall be increased each January 1 during the term of this Agreement or any renewal or extension of this Agreement, by the percentage change in the local (Seattle-Tacoma-Bremerton) Consumer Price Index - W (all items) from the June to June preceding the increase (the "CPI"). Notwithstanding the

foregoing, the rates shall increase by a minimum of two and one-half percent (2.5%) each year and no increase shall exceed four percent (4%) in any year.

Reimbursement will be made by the City to OMW for expenditures related to court costs and fees, including but not limited to filing fees, recording fees, service of process fees, expert witness fees, deposition charges, and costs incurred by an investigator or an expert. OMW shall be compensated at billable rates for travel time in connection with physical attendance at council meetings but shall not seek reimbursement of mileage. The Attorneys shall be paid for actual time for attendance at meetings at which their attendance is required. Other expenses may be reimbursed when authorized by the Mayor.

5. **Term of Agreement.** This Agreement shall commence effective May 27, 2025, and shall remain in effect through December 31, 2027, unless earlier terminated as set forth herein. This Agreement may be extended on an annual basis by written agreement approved by OMW and by the Manager. In the event the Agreement is not extended, work in progress will be completed by OMW if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, OMW will submit all unfinished documents, reports, or other material to the City, and OMW will be entitled to receive payment for any and all work completed, provided such work was requested to be performed by the City.

6. **Termination.** This Agreement or any extension may be terminated at any time and for any or no reason by the terminating party providing the other party sixty (60) days written notice of termination. This Agreement or any extension may be terminated immediately "for cause" at any time by either party providing the other party written notice of termination and the "for cause" reason for termination.

7. **Independent Contractor.** OMW is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to OMW, or any employee of OMW, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to OMW which may arise as an incident of OMW performing services for the City.

8. **Ownership of Work Product.** All data, materials, reports, memoranda, and other documents developed by OMW under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. The City agrees that if such data, materials, reports, memoranda, or other documents prepared by OMW are used for purposes other than those intended in this Agreement, the City does so at the City's sole risk.

9. **Insurance.** OMW agrees to maintain in force, throughout the term of this Agreement, General Liability Insurance and Professional Errors and Omissions Insurance in coverage amounts of not less than \$1,000,000 each.

10. **Notices.** Any notices required hereunder shall be delivered to the respective party at the respective addresses set forth below or such other individual or address designated in writing by either party:

Julie K. Norton
Ogden Murphy Wallace, P.L.L.C.
Riverfront Center
One Fifth Street, Suite 200
P.O. Box 1606
Wenatchee, WA 98807-1606
jnorton@omwlaw.com

Attn: City Manager
City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

11. **Entire Agreement.** This Agreement represents the entire integrated agreement between The City and OMW, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. Photocopies of this signed Agreement shall be treated the same as an original for all purposes.

Approved by the City Council of
the City of Sunnyside the 3rd
day of June, 2025.


Cameron Haubrich,
Acting City Manager

Approved by Ogden Murphy Wallace
P.L.L.C., the 23rd day of May, 2025.

/s/ Julie K. Norton

Julie K. Norton, Member

CITY CONTRACT NO: A-2025-68
RESOLUTION NO: 2025-37
COUNCIL MTG: 06/02/2025