CITY OF HOMER
HOMER, ALASKA

City Clerk

RESOLUTION 11-070

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD OF AUGUST 1, 2011 THROUGH JULY 31, 2012 IN THE AMOUNT OF $11,000.00 PER MONTH AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1, 2008, selected and hired by the City Council; and

WHEREAS, It is the recommendation of administration that the contract be extended from August 1, 2011 to July 31, 2012; and

WHEREAS, The City Attorney requested no changes for the 2011 contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period of August 1, 2011 through July 31, 2011 in the amount of $11,000.00 per month for 50 hours and hourly rates for work above and beyond fifty hours per month for specialized services at the rate of $205.00 for shareholders and members; $180.00 for associates; and $100.00 for paralegals and authorizes the Mayor to execute the contract as follows:

1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without limitation the following:

- Serve as the legal advisor of and be responsible to the Council; advise the Manager and City Clerk concerning matters affecting the City Administration and perform other duties prescribed by the Council.
- Prepare legal documents, including but not limited to ordinances, resolutions, contracts, conveyances, leases, easements and legal opinions as needed.
- Be readily available for consultation by the Council, Manager and City Clerk.
- Provide limited representation in court and manage the activities of other attorneys who may represent the City in court.
- Assist the Manager in negotiations on the City's behalf and handle other legal matters that may arise.
- Draft opinion letters regarding, among other things, the interpretation of the City Code, state and federal laws, and policies.
- Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the Council and/or Manager.
- Work effectively with the Council, Manager, City Clerk and with all other public agencies and other entities with which the City has a legal relationship.
- Attend at least one Council meeting per month and others telephonically as requested.

B. All representation of the City shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Council.

C. The Firm shall not engage any consultant, expert, or other third-party service without the prior approval of the Manager or Council.

D. Provide toll-free telephone access to the City.

2. Compensation. For the services described in paragraph A of this Agreement and based on a budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly fixed fee of $11,000.00. For work above and beyond 50 hours per month or for specialized services (i.e., litigation): Shareholders and members: $205.00; associates: $180.00; paralegals: $100.00. The Law Firm will submit itemized monthly statements to the City for all fees and costs incurred during the preceding calendar month. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge on amounts past due for 30 days or more will be assessed at the rate of .88% per month.

Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house expenses and third-party expenses incurred on the City's behalf. Such expenses may include applicable filing fees, recording fees, facsimile services, courier services, photocopying at $0.20 per page, long distance telephone charges, postage, expedited mail or delivery services, travel expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted legal research fees, title insurance premiums, and other similar charges.

6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally responsible for performing or supervising the work to be done by the Firm on the City's behalf and who will be the City's principal contact with respect to contract administration and billing. The responsible attorney will not be changed without the consent of the City. The responsible attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to perform legal services under his supervision

7. Term of Agreement. The Term of this Agreement shall be one year commencing August 1, 2011 through July 31, 2012. This agreement may be terminated earlier for convenience by the City, by mutual consent of the parties, or for cause.

PASSED AND ADOPTED by the Homer City Council this 25th day of July, 2011.

CITY OF HOMER

James C. Hornaday

JAMES C. HORNADAY, MAYOR

ATTEST:

Melissa Jacobsen, Acting City Clerk

JO JOHNSON, CMC, CITY CLERK

Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.