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2
3 **CITY OF HOMER**
4 **HOMER, ALASKA**

City Clerk

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6 **RESOLUTION 12-053(S)**
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8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2016 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH THROUGH JULY 31,
13 2014 AND \$11,550.00 PER MONTH THEREAFTER, AND
14 AUTHORIZING THE MAYOR TO EXECUTE THE
15 CONTRACT.
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17 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
18 2008, selected and hired by the City Council; and
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20 WHEREAS, It is the recommendation of administration that the contract be extended
21 from August 1, 2012 to July 31, 2016 at the same rates until July 31, 2014, and with all rates
22 increased by 5% thereafter; and
23

24 WHEREAS, The City Attorney has agreed to extend the contract on the terms stated
25 above, and with no other changes to the contract.
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27 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
28 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period from August
29 1, 2012 through July 31, 2016 in the amount of \$11,000.00 per month for 50 hours and hourly
30 rates for work above and beyond fifty hours per month for specialized services at the rate of
31 \$205.00 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals
32 through July 21, 2014, and with all rates increased by 5% thereafter; and authorizes the Mayor to
33 execute the contract as follows:
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35 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
36 limitation the following:

- 37 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
38 City Clerk concerning matters affecting the City Administration and perform other duties
39 prescribed by the Council.
- 40 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
41 conveyances, leases, easements and legal opinions as needed.
- 42 • Be readily available for consultation by the Council, Manager and City Clerk.
- 43 • Provide limited representation in court and manage the activities of other attorneys who
44 may represent the City in court.
- 45 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
46 that may arise.
- 47 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
48 state and federal laws, and policies.
- 49 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
50 direction of the Council and/or Manager.

- 51 • Work effectively with the Council, Manager, City Clerk and with all other public
- 52 agencies and other entities with which the City has a legal relationship.
- 53 • Attend at least one Council meeting per month and others telephonically as requested.
- 54 B. All representation of the City shall continue until the matters or cases assigned are
- 55 either closed out by mutual consent or are recalled by the Council.
- 56 C. The Firm shall not engage any consultant, expert, or other third-party service
- 57 without the prior approval of the Manager or Council.
- 58 D. Provide toll-free telephone access to the City.
- 59

60 2. Compensation. For the services described in paragraph A of this Agreement and based on a
 61 budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly
 62 fixed fee of \$11,000.00 through July 31, 2014, and a monthly fixed fee of \$11,550.00 thereafter.
 63 For work above and beyond 50 hours per month or for specialized services (i.e., litigation):
 64 Shareholders and members: \$205.00; associates: \$180.00; paralegals: \$100.00 through July 31,
 65 2014, and with each hourly rate increased by 5% thereafter. The Law Firm will submit itemized
 66 monthly statements to the City for all fees and costs incurred during the preceding calendar
 67 month. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge
 68 on amounts past due for 30 days or more will be assessed at the rate of .88% per month.

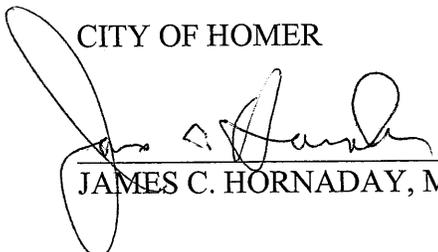
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 70 Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house
 71 expenses and third-party expenses incurred on the City's behalf. Such expenses may include
 72 applicable filing fees, recording fees, facsimile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

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

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 84 7. Term of Agreement. The Term of this Agreement shall be four years commencing August 1,
 85 2012 through July 31, 2016. This agreement may be terminated earlier for convenience by the
 86 City, by mutual consent of the parties, or for cause.

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 88 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.

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 90 CITY OF HOMER

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 JAMES C. HORNADAY, MAYOR

ATTEST:


 JO JOHNSON, CMC, CITY CLERK

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