

RESOLUTION 2009 - 50

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
REPRESENTATION AND FEE AGREEMENT FOR LEGAL ADVICE,
COUNSELING AND LEGAL REPRESENTATION
(Menke Jackson Beyer Ehlis & Harper, LLP)**

WHEREAS, the City of Sunnyside is in need of legal representation for the purposes of advice, counseling, and representation, all as outlined in Article 1, Statement of Work, and attached hereto as Exhibit "A"; and

WHEREAS, the law firm of Menke, Jackson, Beyer, Ehlis, and Harper, LLP, Attorneys at Law, are qualified to provide such services and have negotiated a representation and fee agreement for the provision of interim legal services; and

WHEREAS, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

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

SECTION 1. That the "Representation and Fee Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Menke Jackson Beyer Ehlis and Harper, LLP, is hereby approved; and the Interim City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

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

PASSED this 9th day of June, 2009.



PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

REPRESENTATION AND FEE AGREEMENT

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The parties to this Agreement are the law firm of Menke Jackson Beyer Ehlis & Harper, 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 Council and its appointed officials. Work will be coordinated with the City Administrator 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, review of personnel matters, labor negotiations, attendance at City Council meetings upon request and the rendering of legal opinions and such other legal services as the CITY or its duly elected and appointed officials 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 Associate Attorneys, 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, mileage, 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 the hourly rate for travel time. Mileage will be charged at the current Internal Revenue Service rate per mile.

ARTICLE III – TERMS OF PAYMENT

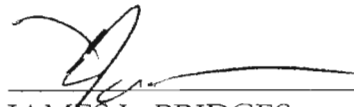
The CITY shall pay the FIRM at its 1st regularly scheduled council meeting of each month (2nd Monday of the month) provided the billing for the previous month is received by Tuesday, prior to the 1st Monday of the month, for voucher/warrant processing. If billing is not received as indicated above, it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

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective June 1, 2009, and shall be subject to termination by either party upon fifteen (15) days written notice.

Dated this 10 day of June, 2009, the parties confirm their agreement to the above terms and conditions through their representative signatures below:

CITY OF SUNNYSIDE
(CITY)




JAMES L. BRIDGES
Interim City Manager

MENKE JACKSON BEYER
EHLIS & HARPER, LLP
(FIRM)



ROCKY L. JACKSON
Senior Partner

ATTEST:



Deborah A. Estrada
City Clerk