

**CITY OF PALMER  
ACTION MEMORANDUM NO. 11-046**

**Subject:** Direct the City Manager to Issue a Request For Proposals for Professional Legal Services

**Agenda of: September 13, 2011**

**Council Action:** Directed \_\_\_\_\_

**Approved for presentation by:**

**City Manager**  
**City Attorney**  
**City Clerk**

\_\_\_\_\_  
*Douglas B. Griffin*  
\_\_\_\_\_  
*JH*  
\_\_\_\_\_

**Certification of Funds:**

Total amount of funds listed in legislation: \$ 0 \_\_\_\_\_

This legislation (√):

Has no fiscal impact

Funds are budgeted from this (these) line item(s): ➤

Funds are not budgeted. Budget modification is required. Affected line item(s):

Unrestricted/undesignated fund balance (after budget modification) \$ \_\_\_\_\_

Director of Finance signature certifying funds: \_\_\_\_\_ *[Signature]*

**Attachment(s):**

- Original contract
- Action memorandum 09-008
- Action memorandum 10-001
- Action memorandum 10-080

**Summary statement:** In December 2006, the City Council awarded a three year contract to Wohlforth, Johnson, Brecht, Cartledge & Brooking (now known as Wolhforth, Brecht, Cartledge & Brooking). The contract provided for extensions and as provided, the contract has been extended three times for one additional year each time. The current contract extension ends on December 31, 2011.

Action memorandum 11-046 directs the Manager to issue an RFP for legal services with the intent of awarding a contract prior to the December 31, 2011, deadline.

**Administration recommendation:** Approve action memorandum 11-046.



## PROFESSIONAL SERVICES AGREEMENT

THIS Agreement made and entered into this 20<sup>TH</sup> day of DECEMBER, 2006, by and between the City of Palmer, an Alaska municipal corporation (the City), and Wohlforth, Johnson, Brecht, Cartledge & Brooking (Consultant).

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 2. Consultant's Representation and Warranty, and Manner of Performance.

- (A) Consultant hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Consultant is a professional in the subject area in which services are to be provided and that Consultant has more than adequate experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- (B) Consultant accepts the relationship of trust and confidence between it and the City. Consultant covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

Section 3. Scope of Services.

- (A) Serve as the legal advisor of and be responsible to the city council, and advise the city manager and city clerk concerning matters affecting city administration, as well as perform other duties as may be prescribed by the city council.
- (B) Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the city's behalf and handle other legal matters that may arise.
- (C) Be readily available for consultation by the city council, city manager, city clerk and city staff.
- (D) Draft opinion letters regarding, among other subjects, the interpretation of the city code and charter, state and federal laws, and policies.
- (E) Perform other such duties as may be prescribed for the city attorney by ordinance or by direction of the city council and/or city manager.
- (F) Must work effectively with the city council, city manager, and city staff, and also with other public agencies with which the city has legal relations.
- (G) The city attorney is expected to attend at least two city council meetings per month.

Section 4. Personnel. Consultant's personnel shall be limited to Consultant employees and those persons approved by the City Manager.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this contract by the City and shall terminate, subject to Sections 8 and 9, on January 10, 2009. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- (A) Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services and expenses for the term of this Agreement in accordance with the following provisions:
- (1) Hourly cost for services to be provided:

Attorneys:	\$175.00/hour
Paralegals:	\$ 85.00/hour
  - (2) No travel time shall be charged for two meetings per month. Thereafter \$85.00/hour shall be charged for each two hour round trip.
  - (3) Total annual cost to the City for 500 hours of legal services plus attendance at twenty-four-four- hour council meetings and six two-hour consultation meetings at City Hall (This cost and hours shall be an approximation. Actual cost and hours shall be based on need):

	\$106,400
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- (B) Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of his duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

- (A) The City will compensate the Consultant in accordance with Section 6 which compensation shall constitute the full and complete compensation for the Consultant's services and performance under this Agreement. Payments will be made on receipt of billings submitted pursuant to the schedule set forth in Section 6. A billing is a summary of expenditures to a date by line descriptive categories. Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the City requests said documentation.
- (B) No payment will be disbursed until approved by the City. The City Manager shall review Consultant's billings in a timely manner, and request from the Consultant necessary explanations or additional documentation within fifteen (15) days of receive of billing by the City.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Consultant arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section 6 of this Agreement only for work completed to the City's satisfaction in accordance with Section 6 of this Agreement and the other terms of this Agreement.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in paragraph 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section 6 of this Agreement only for work completed to the City's satisfaction in accordance with Section 6 of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10. Causes Beyond Control. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause, provided that Consultant duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Consultant." However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. Based on Consultant's "Cause or

Causes Beyond Control of Consultant," the City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11. Modifications.

- (A) The parties may mutually agree to modify the terms of the Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City. The above notwithstanding, if a change in the scope of services significantly changes the amount of work required of Consultant or requires services Consultant is not qualified to perform so that it would not be reasonable for Consultant to perform all the work or provide the qualified personnel for less than the not-to-exceed amount set out in Section 6, then the City's failure to reasonably increase said not-to-exceed amount will excuse Consultant's refusal to agree to the modification in the scope of services.

Section 12. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical disability, age, status as a disabled veteran, or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places in its office available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 13. Interest of Members of City and Others. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which

affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14. Non-Assignability.

- (A) The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.
- (B) The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 15. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement it shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

Section 16. Findings Confidential Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 17. Officials Not to Benefit. No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Agreement. No member of the legislature or officer of the state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Section 18. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 19. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Consultant's records with respect to all matters covered by this Agreement and Consultant will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Consultant must make such records available upon five (5) day's notice. In case of emergency, Consultant must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Consultant to perform its duties under this Agreement.

Section 20. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 21. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

Section 22. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement, Consultant shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 23. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 24. Administration of this Agreement.

- (A) The City Manager or his designee will be the representative of the City administering this Agreement.
- (B) The services to be furnished by the Consultant shall be administered by the City Manager. In the event that Consultant is unable to serve for any reason to perform its obligations under this Agreement, the Consultant shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

Section 25. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall

supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Section 26. City Held Harmless.

- (A) The Consultant shall indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Consultant or any sub-consultant as a result of the Consultant's or any sub-consultant's performance pursuant to this Agreement.
- (B) The Consultant shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.
- (C) Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Consultant and the City occurring as a result of the performance of this Agreement, the Consultant shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Consultant or any sub-consultant as a result of the Consultant's or any sub-consultant's performance pursuant to this Agreement.

Section 27. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 28. Consultant Insurance.

- (A) The Consultant will provide the City with a certificate of errors and omissions insurance from the Consultant's insurance company in an amount of \$1,000,000. The insurance shall remain in force through the term of this Agreement whether occurrence or claims-made and if claims-made then for a minimum of three years after final payment to the Consultant by the City.
- (B) The Consultant will, at its own expense, secure and maintain and will file with the City the following proper and acceptable insurance coverage, including defense and indemnification of the City. The insurance coverage will be secured with an insurance company acceptable to the City.

- (1) Worker's Compensation Insurance in compliance with the laws of the state of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; and \$100,000 disease--each employee.
  - (2) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
    - Premises Operation
    - Products/Completed Operations
    - Independent Contractors
    - Blanket Contractual
    - Broad Form Property Damage
    - Personal Injury with Exclusion "C" deleted
  - (3) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include:
    - All Scheduled Vehicles
    - Hired Vehicles
    - Non-owned Vehicles
  - (4) Unemployment Insurance by payment of employment security taxes for all employees hired by the Consultant to work on this project. In the event of the Consultant's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Consultant by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Consultant. The City further reserves the right to withhold that portion of employment security taxes owed to any employees pending notification of the Consultant's unemployment security tax clearance from the Alaska State Department of Labor.
- (C) A lapse in insurance coverage is a material breach of this Agreement, which shall result in immediate termination of the Agreement, pursuant to Section 8.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation. Each policy (other than for worker's compensation) shall name the City as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage. Consultant's insurance coverage shall be primary to any coverage carried by the City, which may cover the work specified in this Agreement. Consultant's insurance carrier must be an admitted carrier in the State of Alaska or must be Best rated A+7 or better.

Section 29. Understanding. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.

Section 30. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 31. Compliance with Law. Consultant shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing its duties hereunder.

Section 32. Notices. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City Manager  
City of Palmer  
231 W. Evergreen Ave.  
Palmer, AK 99645

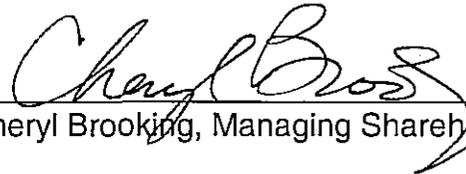
Consultant: Wohlforth, Johnson, Brecht, Cartledge & Brooking  
900 W. 5<sup>th</sup> Avenue, Suite 600  
Anchorage, AK 99501

CITY OF PALMER

CONSULTANT:  
Wohlforth, Johnson, Brecht, Cartledge  
& Brooking



Thomas Healy, City Manager



Cheryl Brooking, Managing Shareholder

<b>CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE</b>	<b>DATE:</b> December 22, 2006
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

<b>NAMED INSURED:</b> Wohlforth, Johnson, Brecht, Cartledge & Brooking, PC 900 West 5th Avenue, Suite 600 Anchorage, AK 99501-2048	<b>CERTIFICATE HOLDER:</b> City of Palmer Attn: Thomas Healy 231 W. Evergreen Avenue Palmer, AK 99645-6952
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IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE ALPS WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ALPS, ITS AGENTS OR REPRESENTATIVES COVERAGES.

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LOSS INCLUSION DATE	LIMIT OF LIABILITY
LAWYERS PROFESSIONAL LIABILITY CLAIMS MADE	ALPS2101- 13	07/05/2006	07/05/2007	06/22/1979	EACH CLAIM \$ 1,000,000 AGGREGATE \$ 1,000,000

**DEDUCTIBLE:**  
EACH CLAIM \$ 25,000

THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE AND THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.

ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:

**LAW OFFICE LOCATED:**  
 900 West 5th Avenue, Suite 600  
 Anchorage, AK 99501-2048


  
**Attorneys Liability Protection Society**
  
*A Risk Retention Group*
  
 P.O. Box 9169, Missoula, MT 59807-9169  
 (406) 728-3113 \* (800) FOR-ALPS \* Fax: (406) 728-7416  
 www.alpsnet.com

  
 Chrissy Pinnet - Client Process Specialist  
 AUTHORIZED REPRESENTATIVE  
 ATTORNEYS LIABILITY PROTECTION SOCIETY, INC.,  
 A RISK RETENTION GROUP

**CITY OF PALMER ACTION MEMORANDUM No. 09-008**

**SUBJECT:** Extend the Contract for Legal Services with Wohlforth, Johnson, Brecht, Cartledge and Brooking for One Additional Year as Provided for in the Original Contract Approved by the Palmer City Council on December 18, 2006, and Approve the Hourly Fee Increase

**AGENDA OF: January 13, 2009**

<b>Council action:</b>	Extended
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**Approved for presentation by B.B. Allen, City Manager** *B.B. Allen*

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – City Attorney	<i>[Signature]</i>	
X	City Clerk	<i>[Signature]</i>	
	City Attorney		
	Director of Administration		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

**Attachment(s):**

**Fiscal note:**

	No fiscal impact.	
X	Funds are budgeted from this account number:	01-02-10-6027
	Funds are not budgeted. Budget modification is required. Affected account number:	

Finance Director Signature: *[Signature]*

**Summary statement:** After two years, the legal services contract may be extended by Council for three additional, one year terms with a five dollar increase in the hourly rate. It is respectfully requested that the Council extend the contract for an additional year with a slight increase in the hourly rate.

**Administration recommendation:** Approve Action Memorandum No. 09-008.



**CITY OF PALMER ACTION MEMORANDUM No. 10-001**

**SUBJECT:** Extend the Contract for Legal Services with Wohlforth, Johnson, Brecht, Cartledge and Brooking for One Additional Year as Provided for in the Original Contract Approved by the Palmer City Council on December 18, 2006, and Approve the Hourly Fee Increase

**AGENDA OF: January 12, 2010**

<b>Council action:</b>	Extended
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**Approved for presentation by B.B. Allen, City Manager** *B.B. Allen*

Route To:	Department/Individual:	Initials/Date:	Remarks:
x	Originator – City Attorney	<i>BA</i> 12/30/09	
	City Clerk		
	City Attorney		
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

**Attachment(s):**

**Certification of Funds:**

	No fiscal impact.	
X	Funds are budgeted from this account number:	01-02-10-6027
	Funds are not budgeted. Budget modification is required. Affected account number:	

Director of Administration Signature: *BA*

**Summary statement:** After two years, the legal services contract may be extended by Council for three additional, one year terms with a five dollar increase in the hourly rate. It is respectfully requested that the Council extend the contract for an additional year with a slight increase of \$5 per hour in the hourly rate.

**Administration recommendation:** Approve Action Memorandum No 10-001.

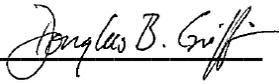


**CITY OF PALMER ACTION MEMORANDUM No. 10-080**

**SUBJECT:** Extend the Contract for Legal Services with Wohlforth, Johnson, Brecht, Cartledge and Brooking for One Additional Year as Provided for in the Original Contract Approved by the Palmer City Council on December 18, 2006, and Approve the Hourly Fee Increase

**AGENDA OF: December 14, 2010**

<b>Council action:</b>	<b>Extended</b>
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**Approved for presentation by Douglas B. Griffin, City Manager** 

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – Attorney Gatti		
X	City Clerk	 12/3/10	
	City Attorney		
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

**Attachment(s):**

**Certification of Funds:**

	No fiscal impact.	
x	Funds are budgeted from this account number: Various Fund/Dept/Divisions 6027	\$154,000 subject to council approval of 2011 budget
	Funds are not budgeted. Budget modification is required. Affected account number:	
	<b>Unrestricted/undesignated fund balance (after budget modification):</b>	

Director of Administration Signature: 

**Summary statement:** The legal services contract with Wohlforth, Johnson, Brecht, Cartledge & Brooking may be extended for additional periods by mutual written agreement of the parties. It is respectfully requested that the Council extend the contract for an additional year with a slight increase in the hourly rate of five dollars.

**Administration recommendation:** Approve Action Memorandum No. 10-080.

