

RESOLUTION NO. 2022-4

A RESOLUTION authorizing the Mayor to sign an Agreement for Professional Services between the City of Mabton and William Edelblute Attorney at Law PLLC for City Attorney services

WHEREAS, the City of Mabton submitted a Request for Qualifications for City Attorney Services;

WHEREAS, the City Council of Mabton approved the selection of William Edelblute Attorney at Law PLLC for City Attorney services on this 8th day of March 2022;

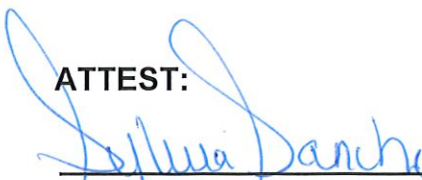
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MABTON, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an Agreement for Professional Services between the City of Mabton and William Edelblute Attorney at Law PLLC for services as the City Attorney.

PASSED by the **CITY COUNCIL** at its regular meeting on this 8th day of March 2022.

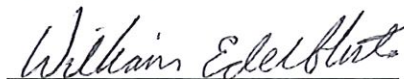


Rachel Ruelas, Mayor

ATTEST:


Sylvia Sanchez, City Clerk

APPROVED AS TO FORM:



William Edelblute

REPRESENTATION AND FEE AGREEMENT

I. PARTIES TO AGREEMENT

The parties to this agreement are the law firm of William Edelblute Attorney at Law PLLC, 1030 North Center Parkway, Kennewick, Washington 99336, hereinafter referred to as "Law Firm" and the **City of Mabton**, P.O. Box 355, Mabton, Washington 98935, hereinafter referred to as "Client." Client is desirous of retaining Law Firm for purposes of advice, counseling, and representation pertaining to labor, employment, land use, general municipal law, and other legal matters as requested by Client.

II. TERM OF AGREEMENT

This agreement shall be effective from March 9th, 2022, until termination or modification of this agreement is effected by either party upon a minimum of thirty (30) calendar days' written notice to the other party. This agreement supercedes any prior agreements between the parties.

III. EMPLOYMENT AND FEES

Client agrees to employ Law Firm to represent Client regarding legal matters as determined by Client. Client shall compensate Law Firm for services rendered at the rate of One Hundred eighty Dollars (\$180.00) per hour for partners and One Hundred Thirty Dollars (\$130.00) to One Hundred Fifty Dollars (\$150.00) per hour for other attorneys within Law Firm providing services, depending on experience and expertise. Travel time shall be billed at the regular hourly rate. The rate for support staff, where applicable, shall be Fifty Dollars (\$50.00) to Eighty Dollars (\$80.00) per hour. Fees are calculated in one-quarter (1/4)-hour increments.

IV. COSTS

Client agrees to pay and/or reimburse Law Firm for any and all reasonable costs incurred by Law Firm while providing services to Client, including but not limited to mileage at the Internal Revenue Service rate, meals and lodging for necessary overnight travel, and costs (i.e., long-distance telephone, facsimile, electronic mail, computer on-line research, color print and photocopy charges; subpoena or witness fees, filing fees, court reporting and transcription charges, etc.) incurred by Law Firm while providing services to Client.

V. BILLING AND PAYMENT

Law Firm will bill Client once each month for services rendered and costs advanced or incurred. Client agrees to pay the billing in full within thirty (30) days of the date of the billing. Any unpaid balance shall bear interest at the rate of Twelve Percent (12%) per annum. Client hereby agrees that if suit or action is instituted to collect any unpaid balance plus accrued interest, Client does further promise and agree to pay such sum as the court may adjudge reasonable as Law Firms' fees and court costs in such suit or action, and the venue of such action shall be in Yakima County.

IN WITNESS WHEREOF, the parties have set their hands on 3-9-2022

CITY OF MABTON _____ *W*

By: *Sybil Sanchez* City Clerk

By: 
Rachel Ruelas, Mayor

William Edelblute Attorney at Law PLLC

By:  Dated March 1st, 2022

William Edelblute