

LEGAL SERVICES AGREEMENT

This agreement for legal services ("Contract") is made effective January 1, 2026, by and between the City of Whittier, P.O. Box 608, Whittier, Alaska 99693 "City", and Birch Horton Bittner & Cherot, a professional corporation, 510 L Street, Suite 700, Anchorage, Alaska 99501 ("City Attorney" or "Firm").

In consideration of the mutual promises herein, the parties agree as follows:

1. Scope of Services. The City Attorney is expected to provide the City with general counsel legal services to include the following:

a. Serve as the legal advisor of and be responsible to the City Council and City Manager, advise the City Manager and City Clerk concerning matters affecting the City Administration and perform other legal duties prescribed by the City Council and City Manager.

b. Prepare or review legal documents including but not limited to ordinances, resolutions, contracts, conveyances, leases, easements, and legal opinions as needed.

c. Be readily available for consultation by the City Council, City Manager, City Clerk, and municipal directors.

d. Provide representation in the Courts of jurisdiction and/or manage the activities of other attorneys who may represent the City in those Courts.

e. Assist the City Manager in negotiations on the City's behalf.

f. At the request of the City Manager, or by action of the City Council, draft opinion letters regarding, among other things, the interpretation of the City's Code and policies, state and federal laws, and case law.

g. 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.

h. Work effectively with the City Council, City Manager, City Clerk and with all other public agencies and other entities with which the City has a legal relationship.

i. No less than two periodic evaluations per year given by the Mayor and City Council.

2. **Term.** The term of the professional services contract shall be three (3) years with the option to extend 2 (two) additional terms of 2 (two) years each. A longer term may be negotiated by the parties after the initial three (3) years. The contract may be terminated at the convenience of the City at any time with or without cause.

3. **Access to Municipal Personnel.** The City Manager shall secure the cooperation of the City personnel as necessary to assist the City Attorney's performance hereunder.

4. **Contract Administrator.** The City Manager shall administer the contract on behalf of the City.

5. **Responsible Attorney.** For purposes of the City Code and other requirements, Holly C. Wells and Jessica Spuhler will be the designated "City Attorney." Other attorneys from the firm may act as the designated City Attorney in the absence of Ms. Wells or Ms. Spuhler. Ms. Wells and Ms. Spuhler may assign City matters to other attorneys or legal assistants with prior approval of the City Manager.

6. **Compensation.**

a. Commencing February 1st through the termination of the contract and the existing contract hourly rates from January 1, 2026 to January 31, 2026, legal services shall be provided at the hourly rates set forth in subsection 6(b) below.

b. *Hourly.* The hourly rates for services are as follows:

\$375	Attorney
\$275	Paralegal
\$400	Attorney Specialized services ¹

c. *Rate Adjustment.* The attorneys' fee schedule for both hourly and fixed fees is to remain fixed for the first year of the contract. After the first year of the contract, rates will increase to reflect any increase in the consumer price index for the City of Anchorage, Alaska.

d. *Costs.* The City Attorney shall be entitled to reimbursement for out-of-pocket expenses incurred in the course of representation. Expenses, including long distance telephone charges, expedited mail or courier service, filing and recording fees, computerized research fees and travel expenses will be billed at actual cost. Certain

¹ Labor, representation before a court on appeal, litigation, bankruptcy, utility formation, and other areas that do not constitute *general legal services*.

in-house expenses, such as photocopying and messenger service, are billed at standard rates.

e. *Complimentary Services.* The City Attorney shall provide the following services to the City without charging for attorney fees incurred in performing these services: (1) One four-hour training session on local governance each year and (2) one hour of legal services for each City Council member at the start of each Council member term.

f. A payment of \$1,600 to the City as reimbursement for travel time charged to the City in error under the previous contract shall be credited to the City upon execution of this Contract.

7. Payment and Reporting.

a. The City Attorney shall submit itemized monthly invoices for payment of all fees and costs for which the City Attorney seeks reimbursement under Paragraph 6. Costs shall be itemized and described separately on each monthly invoice.

b. Upon approved billing, payment will be remitted to the City Attorney within thirty (30) days.

8. Termination of the City Attorney's Services. The City Attorney's services may be terminated:

a. For convenience by the City Council;

b. By mutual consent of the parties; or

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notify the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to commence to cure the default within fifteen days after receiving notice and diligently work to cure the default within thirty (30) days after receiving notice.

9. Duties Upon Termination. If the City Attorney's services are terminated, the City Attorney will be paid for services performed up to the date of termination.

10. Case Management. Execution of the contract by the City shall act as full authority for the City Attorney to proceed with representation of the City as provided herein. The City will have complete and total access to all material, information, and files worked on by the City Attorney pursuant to this Contract.

11. **Assignments.** City Attorney shall not assign this Contract, or any interest in this Contract without consent of the City.

12. **Confidentiality.** The City Attorney agrees to discuss matters and reveal documents relating to this Contract only with the City Council, City Manager, City Clerk, or any other person authorized by the aforementioned, and as required by court order, City ordinance or Alaska law.

13. **Notices.** Any notice required pertaining to the subject matter of this Contract shall be either personally delivered, faxed, or mailed by prepaid first class registered or certified mail, return receipt requested, to the following addresses:

City of Whittier: Attn: Jackie Wilde, City Manager
 P.O. Box 608
 Whittier, Alaska 99664
 Fax: (907) 472-2404

City Attorney: Holly C. Wells/Jessica Spuhler
 Birch Horton Bittner & Cherot
 510 L Street, Suite 700
 Anchorage, Alaska 99501
 Fax: (907) 276-3680

14. **Conflicts of Interest.** The City Attorney may not represent or assist private or public clients in connection with other claims, litigation, or other legal matters where such representation would constitute or appear to constitute a conflict of interest as determined by the City Manager. In particular, the City Attorney shall comply with all relevant provisions of the Alaska Bar Rules and the Alaska Rules of Professional Conduct concerning the prohibition of conflicts of interest among clients. The City Attorney shall not accept any employment and shall not render any professional services to other parties if such action might be inconsistent with the above-referenced standards unless the prior approval of the City Council has been first obtained.

15. **Relationship of Parties.** The City Attorney shall perform its obligations hereunder as an independent City Attorney of the City. The City may administer the contract and monitor the City Attorney's compliance with its obligations hereunder.

16. **Nondiscrimination.** The City Attorney will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability. The City Attorney will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or

physical disability. Such action shall include, without limitation, employment, upgrading, demotion, or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The City Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17. Permits, Laws, and Taxes. The City Attorney shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Contract. All actions taken by the City Attorney under this Contract shall comply with all applicable laws to include, without limitation, statutes, ordinances, rules, and regulations.

18. Nonwaiver. The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part thereof, or the right of such party thereafter to enforce each and every provision hereof.

19. Amendment. This Contract may be amended, modified, or changed only in writing executed by the City Manager and an authorized representative of the City Attorney.

20. Governing Law. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

21. Severability. Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

22. Integration. This instrument embodies the entire contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or contracts, either oral or written, between the parties hereto.

23. Insurance. The Firm, at its expense, shall provide and maintain professional errors and omissions insurance with a minimum \$2,000,000 policy limit.

24. Inspection and Retention of Records. The City Attorney shall at any time during normal business hours and as often as the City Manager or Council may deem necessary, make available to the City for examination all records with respect to all matters covered by this Contract for a period ending three (3) years after the date the City Attorney is to complete performance of this Contract. If City does not request delivery of the file for this matter before the end of the three- (3-) year period, the Firm will have no

further obligation to retain the file and may, at our discretion, destroy it without further notice to City. Upon request, and within a reasonable time, the City Attorney shall submit such other information and reports relating to its activities under this Contract to the City in such a form and at such times as the Council may reasonably require. The City Attorney shall permit the Council or their designee to audit, examine, and make copies of such records, and to make audits of all research, materials, pleadings, records of personnel, and other data relating to all matters covered by this Contract. The City may, at its option, permit the City Attorney to submit its records to the City in lieu of the retention requirements of this section.

25. Fee Disputes. At the sole option of City, all disputes concerning fees charged for professional services or costs incurred by the Firm are subject to arbitration under Alaska Bar Rule 34 except for:

- a. Disputes where the City seeks affirmative relief against the attorney for damages based upon alleged malpractice or professional misconduct; or
- b. Dispute over fees which were charged more than six (6) years earlier, unless the Firm or City could maintain a civil action over the disputed amount; or
- c. Disputes where the fee to be paid by City or on City's behalf has been determined pursuant to State statute or by a court rule, order or decision.

26. Civil Rule 79, Civil Rule 82. The City has been advised that if services performed pursuant to this Contract involve litigation, the City may become liable for certain costs, fees and expenses incurred by other parties if the City is not the prevailing party in the litigation. Such costs, fees, and expenses may include, but are not necessarily limited to, those identified in Alaska Civil Rules 79 and 82.

27. Availability of Funds. This Contract is subject to the availability of funds lawfully appropriated for its performance.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract on _____, with an effective date of January 1, 2026.

BIRCH HORTON BITTNER & CHEROT

Holly C. Wells, Partner

CITY OF WHITTIER

Jackie Wilde, City Manager

ATTEST

Shelby Carlson, City Clerk