

RESOLUTION #20-674

**A RESOLUTION OF THE TOWN OF TWISP,
WASHINGTON, APPROVING A PROFESSIONAL
SERVICES AGREEMENT WITH W. SCOTT DETRO.**

BE IT RESOLVED by the Town Council of the Town of Twisp, Washington, that the Professional Services Agreement with W. Scott DeTro in the form attached hereto as **Exhibit A** is hereby approved, and the Mayor is authorized to execute such agreement on behalf of the Town of Twisp.

THIS RESOLUTION IS PASSED by the Town Council at its regular meeting on the 22nd day of December , 2020. —

APPROVED:



Soo Ing-Moody, Mayor

ATTEST:



Randy Kilmer, Town Clerk-Treasurer

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement", is made and entered into to be effective as of January 1, 2021, by and between the **TOWN OF TWISP**, a Washington municipal corporation, hereinafter referred to as the "Town", and **W. SCOTT DETRO**, Attorney at Law, Law Office of W. Scott DeTro PLLC, hereinafter referred to as the "Attorney".

The parties agree as follows:

**Section I
Continuing Retainer**

The Town hereby agrees to continue to retain the above-named Attorney to act as general counsel to the Town.

**Section II
Term and Compensation**

The Town agrees to pay to Attorney an hourly fee of Two Hundred Twenty-nine and 29/100 Dollars (\$229.29), plus reimbursement for costs incurred by Attorney in representation of the Town. "Costs" shall mean copy charges, long distance charges, fax charges, etc. Such rate shall be adjusted annually on January 1 of each year according to the Seattle-Tacoma-Bremerton Published Consumer Price Index.

**Section III
Record Keeping**

Attorney shall record time dedicated to Town matters and shall submit on or about the 25th day of each month a detailed statement showing said time records. Attorney agrees to include in the statement a general identification of the services of Attorney for which the Town is being charged and a specific identification of all charges and expenses for which the Attorney seeks reimbursement.

**Section IV
Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express and written consent of the other party.

**Section V
Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated in this Agreement, and supersedes any and all other prior agreements and/or resolutions concerning this matter.

**Section VI
Modification**

Any modification of this Agreement, or additional obligations assumed by either party in connection with this Agreement, shall be binding only if in writing, signed by each party, or any authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective the date indicated above.

TOWN:

TOWN OF TWISP

By: _____

Soo Ing-Moody, Mayor

Attest: _____

Randy Kilmer
Town Clerk-Treasurer

ATTORNEY:

W. Scott DeTro