

RESOLUTION NO. 07-469

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR LEGAL SERVICES WITH LOREN D.
COMBS AND VSI LAW GROUP, PLLC**

WHEREAS, the City has had long standing relationship with Loren D. Combs through the law firm of McGavick Graves; and

WHEREAS, Mr. Combs has separated employment with McGavick Graves and is now employed by VSI Law Group, PLLC; and

WHEREAS, the City believes it is in its best interest to maintain the long standing relationship with Mr. Combs;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Mayor is authorized to enter into a legal services agreement with Loren D. Combs and VSI Law Group, PLLC in the form as attached hereto as Exhibit A.

Section 2. The City appoints Loren D. Combs as the City Attorney.

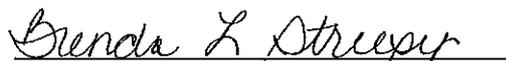
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF
OCTOBER, 2007.**

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Streeper, City Clerk

CITY OF BLACK DIAMOND – VSI Law Group, PLLC

LEGAL SERVICES AGREEMENT

1. Date and Parties. This agreement, for reference purposes only, is dated the 18th day of OCT, 2007 and is entered into by and between Loren D. Combs and VSI Law Group, PLLC, herein collectively referred to as “Attorney”, and the City of Black Diamond, herein referred to as “City”.

2. General Recitals.

A. Loren D. Combs has been appointed and confirmed as City Attorney for the City. In that capacity he is charged with the responsibility for handling all legal matters for the City other than matters handled through the municipal court system.

B. Mr. Combs is employed by VSI Law Group, PLLC, and not only Mr. Combs, but other employees of VSI Law Group, PLLC, under the direction of Mr. Combs, will work on City matters. It is thus necessary for VSI Law Group, PLLC to be a party to this Agreement.

C. The purpose of this agreement is to define the rights and responsibilities and expectations of the parties with regards to legal representation for the City.

3. Duties.

A. The Law Firm will serve as legal counsel to the City on all matters, except the following:

1. Prosecution of any matters in the Black Diamond Municipal Court, including appeals; provided, the Law Firm will advise the City with regards to risk management issues and the performance of Court Personnel;

2. Matters involving services normally provided by Bond Counsel; provided the Law Firm will advise the City with regards the performance of Bond Counsel; and

3. Matters upon which the Law Firm is prevented by law, court rule, or canons of ethics from representing the City.

B. The duties include but are not limited to:

1. Advising the Council, Mayor, Department Heads, Boards and Commissions on City related matters;

2. Providing legal counsel to the City on all development proposals;
3. Drafting ordinances, resolutions, contracts and other legal documents;
4. Representing the City in all litigation or administrative actions, unless the City is represented by insurance counsel;
5. Attending meetings of the City Council, Planning Commission, and staff when requested; and
6. Negotiating contracts; and
7. Such other matters as are requested by the City.

4. Compensation.

The Law Firm shall be compensated as follows:

A. A monthly retainer in the amount of four thousand eight hundred dollars (\$4,800.00), which shall include the following:

1. Unlimited telephone calls from the Mayor, Councilmembers, City Administrator, and other staff members as designated by the City Administrator;
2. Attending two council meetings per month;
3. Attend four staff meetings per month at the City offices;
4. Preparing routine correspondence, resolutions, ordinances, and other documents needed for the City (does not include major projects, comprehensive code book rewrites, grant writing, and work on projects for which the City is eligible for reimbursement of attorneys fees.)

B. On matters for which the City is eligible for reimbursement of attorneys fees, such as LID's, ULID's, development proposals, litigation where the prevailing party is entitled to attorney's fees, and reimbursement through City cost funding agreements through 3rd parties, the Law Firm shall receive its normal hourly billing rates. These rates are reviewed and adjusted, as appropriate, annually by the Law Firm.

C. On all matters not covered by subparagraphs A and B the Law Firm shall be paid the hourly rate of its personnel, not to exceed \$250 per hour. Provided, however, no work shall be performed under this section without first receiving advance approval from the City Administrator. The parties may agree to handle matters under

this category on a flat fee, or "not to exceed" basis, on a case by case basis. This may be done by separate writing without the need for amending this agreement.

D. The City Administrator is authorized to enter into written agreements relating to services provided pursuant to sections B and C, without further Council action, so long as there is sufficient funds in the previously approved council budget, or the funds will be reimbursed from other sources. Otherwise City Council approval must be obtained before the services are authorized.

E. The City will be billed monthly for services rendered. Payment shall be made within 20 days of invoice.

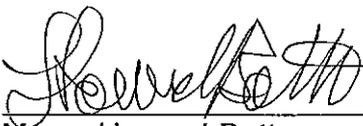
F. The retainer and/or hourly rate may be increased no more frequent than on an annual basis, but shall not be increased more than 5% in any year.

5. Agreement Term.

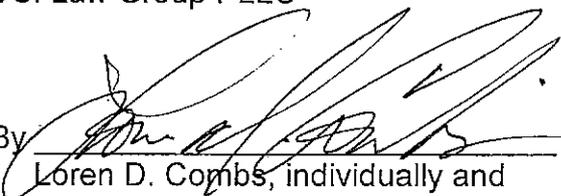
This Agreement shall commence on January 1, 2008 and shall be for a two year term, and shall automatically be renewed. Provided, however, either party may terminate this agreement with 90 days notice without penalty. In the case of termination the parties will work cooperatively to allow for a smooth transition of legal work.

6. Entire Agreement. This agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City by the City Attorney, and the rates to be charged therefor.

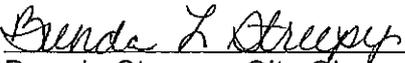
CITY OF BLACK DIAMOND

By 
Mayor Howard Botts

VSI Law Group PLLC

By 
Loren D. Combs, individually and
Managing member of VSI Law Group

ATTEST:


Brenda Streepy, City Clerk