

RESOLUTION NO. 10-715

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
FOR LEGAL SERVICES WITH KENYON DISEND, PLLC**

WHEREAS, on January 7, 2010 the City entered into a legal services agreement with Kenyon Disend, PLLC to provide legal services for the City of Black Diamond; and

WHEREAS, the City of Black Diamond and the Law Firm of Kenyon Disend, PLLC both desire to continue contracting for legal services;

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

Section 1. The Mayor is hereby authorized to execute a legal services agreement with Kenyon Disend, PLLC substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF OCTOBER 2010.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made on this 21st day of October, 2010, between the City of Black Diamond ("City") and Kenyon Disend, PLLC ("Attorneys").

II. SERVICES OF THE ATTORNEYS

The Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of the Mayor. Chris Bacha will serve as the City Attorney, with primary back-up provided by Mike Kenyon, and will direct the services provided under this contract.

III. QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association. The Attorneys shall be available at all times for consultation and advice, including on weekends and holidays if needed, directly or through telephone, e-mail, or other forms of communication.

IV. SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except prosecution of criminal cases, where defense is provided through insurance coverage, matters in which a conflict of interest exists, or as may otherwise be assigned to other counsel by the Mayor. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, agreements, resolutions, interlocal agreements, and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City, except where defense is provided through insurance coverage;
- (3) Consult with and advise the Mayor, City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business; and
- (4) Attend regular City Council meetings and other meetings as requested by the Mayor.

**V.
FEES AND COSTS**

A. Legal Services. City shall be billed for legal services described above at the Attorneys' and paralegals' regular hourly rates as set forth in Exhibit A. The Attorneys will also charge the City fifteen cents per page for photocopying and facsimile transmissions, and shall be reimbursed for legal messenger services, computerized legal research charges, filing fees advanced on behalf of the City, and other direct expenses without markup.

B. The Attorneys shall not charge the City for mileage costs, nor for long-distance telephone charges.

C. The monthly fees and costs, exclusive of those fees and costs described in subparagraph D., below, which are to be initially paid to the City by third parties pursuant to City ordinance or other action of the City, shall not exceed \$7,000 without prior authorization from the Mayor.

D. Fees and costs for Attorneys services, initially paid to the City by land use applicants or other third parties pursuant to City ordinance or other action of the City authorizing such reimbursement ("Pass-Through Fees"), may be subject to prior review for reasonableness by such other third party. In the event that any third party challenges the reasonableness of Attorneys' Pass-Through Fees, the City shall only be responsible to pay Attorneys for such portion of the challenged fees and costs as the City in its sole discretion deems reasonable.

Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

Attorneys shall apply for and obtain a business license with the City and shall maintain a current business license for the duration of this contract. Fees and costs associated with the application shall not be charged to the City.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

The Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

**VIII.
AGREEMENT PERIOD**

After City Council approval, this Agreement shall be in effect as of October 1, 2010, and shall remain in effect until December 31, 2011, unless sooner terminated as set forth herein. The adjusted hourly rates reflected on the attached Exhibit A shall not be effective until January 1, 2011. Until then, Attorneys shall bill at the same rates as have been billed to date in 2010. The parties shall meet and confer regarding renewal terms at least sixty days before expiration of this contract. Each party shall have the right to terminate this Agreement upon sixty days written notice.

**IX.
INDEMNIFICATION/HOLD HARMLESS**

The Attorneys shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorneys in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**X.
INSURANCE**

The Attorneys shall maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF BLACK DIAMOND

KENYON DISEND, PLLC

By: 
Rebecca Olness, Mayor

By: 
Mike Kenyon

EXHIBIT A

**KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2011**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$255.00
Bruce L. Disend	\$255.00
Shelley M. Kerslake	\$225.00
Chris D. Bacha	\$225.00
Bob C. Sterbank	\$225.00
Margaret J. King	\$220.00
Kari L. Sand	\$210.00

Associate Attorneys:

Sara B. Springer	\$145.00
Rachel B. Turpin	\$130.00
Ann Marie Soto	\$125.00

PARALEGALS:

Margaret C. Starkey	\$105.00
Sheryl A. Loewen	\$ 95.00
Pam M. Odegard	\$ 90.00
Shelly Crossland	\$ 90.00
Mary Eichelberger	\$ 90.00
Terry Cox	\$ 90.00
Kathy Swoyer	\$ 90.00

LEGAL INTERNS:	\$100.00
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