

AGREEMENT FOR LEGAL SERVICES

RECEIVED
MAY 20 2010
BY: *JD*

I. PARTIES

This Agreement is made on this 4th day of May, 2010, between the City of Gold Bar ("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. Margaret King will serve as the City Attorney, with primary back-up provided by Bruce Disend, 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.

IV. SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except where defense is provided through insurance coverage, 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 hourly rates are typically adjusted each January, after consultation with the City. 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.

The Attorneys will not charge for travel time to regular City Council meetings. Any additional travel shall be billed at the rate of \$75.00 per hour.

Attorneys' current rates expressly account for any taxes, business license fees, 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.

**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**

This Agreement shall be in effect after City Council approval, and shall remain in effect until terminated. Each party shall have the right to terminate this Agreement upon thirty 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 GOLD BAR

By: 

Joe Beavers, Mayor

KENYON DISEND, PLLC

By: 

Bruce L. Disend

EXHIBIT A

**KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2010**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$245.00
Bruce L. Disend	\$245.00
Shelley M. Kerslake	\$215.00
Chris D. Bacha	\$215.00
Bob C. Sterbank	\$215.00
Steve I. Victor	\$215.00
Sandra S. Meadowcroft	\$210.00
Margaret J. King	\$210.00
Kari L. Sand	\$200.00

Associate Attorneys:

Renee G. Walls	\$160.00
Sara B. Springer	\$135.00

PARALEGALS:

Margaret C. Starkey	\$100.00
Sheryl A. Loewen	\$ 90.00
Pam M. Odegard	\$ 85.00
Shelly Crossland	\$ 85.00
Mary Eichelberger	\$ 85.00
Terry Cox	\$ 85.00
Kathy Swoyer	\$ 85.00

LEGAL INTERNS:	\$100.00
----------------	----------