

RESOLUTION NO. 18-1214

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING EXECUTION OF A CITY ATTORNEY
CONTRACT FOR 2018, AND RATIFYING 2016 AND 2017
CITY ATTORNEY CONTRACTS, WITH KENYON DISEND,
PLLC**

WHEREAS, RCW 35A.12.020 requires all optional code cities, including the City of Black Diamond, to have a city attorney to provide legal services to the City; and

WHEREAS, the City has determined that legal services are to be provided by contract, rather than by creation of a staff attorney position; and

WHEREAS, the Mayor has selected the law firm of Kenyon Disend, PLLC, to fulfill the legal services function by contract for 2018, with attorney David Linehan serving as the primary City Attorney; and

WHEREAS, Kenyon Disend, PLLC, has agreed to provide City Attorney legal services to the City in 2018 on the terms shown in Exhibit A; and

WHEREAS, the City Council affirms the Mayor's selection of Kenyon Disend and David Linehan to serve as City Attorney, and approves of the contract attached as Exhibit A; and

WHEREAS, the City Council wishes to express its approval of the contracts for legal services previously signed by the Mayor with the law firm of Kenyon Disend in 2016 and 2017, so as to confirm the validity of said contracts;

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

Section 1. City Attorney Contract for 2018. The Black Diamond City Council hereby authorizes the Mayor to execute a legal services contract with Kenyon Disend, PLLC, in the form attached hereto as Exhibit A, with said firm to serve as the City Attorney in 2018.

Section 2. Ratification of 2016 and 2017 City Attorney Contracts. The Black Diamond City Council hereby ratifies all previous contracts executed by the Mayor in 2016 and 2017 with the law firm of Kenyon Disend, PLLC, for the provision of City Attorney legal services to the City. For the avoidance of doubt, this ratification includes, but is not limited to, all "pass-through" contracts for legal work related to the Master Development Review Team (MDRT).


**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF JANUARY, 2018.**

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement for Legal Services (“Agreement”) is effective as of the 1st day of January, 2018, between the City of Black Diamond (“City”) and Kenyon Disend, PLLC (“Attorneys”).

II. SERVICES OF THE ATTORNEYS

Attorneys shall provide the legal services set forth in this Agreement and shall work for City at the pleasure of and under the direction of the Mayor. David Linehan will serve as the City Attorney and will direct the services provided under this Agreement.

III. QUALITY OF SERVICES

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. 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 matters assigned to other counsel by the Mayor. Attorneys understand that they will not provide services related to collective bargaining or other employment-related matters, as those services are provided to the City under separate contract with another law firm. 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 City;
- (2) Represent City in all lawsuits and other contested administrative proceedings commenced by or against City, except where defense is provided through insurance coverage or is assigned to other counsel by the Mayor;
- (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. For 2018, the City shall be billed for legal services described above at the Attorneys' and paralegals' regular hourly rates as set forth in Exhibits A. Attorneys' hourly rates for subsequent calendar years shall be provided to the City on or before November 1 of the immediately preceding calendar year. Attorneys will also charge City fifteen cents per page for black and white photocopying and facsimile transmissions, twenty-one cents per page for color photocopying, and shall be reimbursed for legal messenger services, postage, computerized legal research charges, filing fees advanced on behalf of City, and other direct expenses without markup.

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

C. Fees and costs for Attorneys' services, initially paid to City by land use applicants or other third parties pursuant to City ordinance or other action of 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, City shall only be responsible to pay Attorneys for such portion of the challenged fees and costs as City in its sole discretion deems reasonable.

D. Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by 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.

E. Attorneys shall apply for and obtain a business license with 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 City.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from City upon billing by 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**

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 City setting forth the time expended for such services.

**VIII.
AGREEMENT PERIOD**

This Agreement shall remain in effect until terminated. Each party shall have the right to terminate this Agreement, with or without cause, upon sixty days' written notice.

**IX.
INDEMNIFICATION/HOLD HARMLESS**

Attorneys shall defend, indemnify and hold City and its officers and employees harmless from any suits brought against City, and damages awarded as a result of such suits, arising out of or resulting from the fault of Attorneys in performance of this Agreement, except to the extent of any fault of City or its officers or employees.

**X.
INSURANCE**

Attorneys shall maintain for the protection of 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: 
Carol Benson, Mayor

By: _____
Michael R. Kenyon

EXHIBIT A

**KENYON DISEND, PLLC
2018 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES**

ATTORNEYS:

Michael R. Kenyon	\$335.00
Kim Adams Pratt	\$290.00
David A. Linehan	\$290.00
Hillary E. Graber	\$220.00
Rachel B. Turpin	\$200.00
Eileen M. Keiffer	\$200.00
Ann Marie Soto	\$200.00
Charlotte A. Archer	\$200.00
Kendra R. Comeau	\$190.00
Alexandra L. Kenyon	\$155.00

Of Counsel:

Doug F. Mosich	\$295.00
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PARALEGALS:

Margaret C. Starkey	\$135.00
Sheryl A. Loewen	\$120.00
Mary L. Maughan	\$120.00
Pam M. Odegard	\$120.00
Terry T. Curran	\$120.00
Antoinette M. Mattox	\$110.00