

RESOLUTION NO 13-005

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING A CONTRACT WITH KENYON DISEND FOR LEGAL SERVICES

WHEREAS, the City of Roslyn desires to have legal representation on a retainer basis in order to encourage Council Members, the Mayor, and department heads to utilize the services of the City Attorney as an effective means of assisting with risk management; and

WHEREAS, Ann Marie Soto from Kenyon Disend Law Firm currently holds the office of City Attorney for the City of Roslyn; and

WHEREAS, a new contract has been negotiated starting January, 2013 and continues until terminated by either party;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSLYN, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor is authorized to enter into the attached contract with Kenyon Disend for legal services.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26TH DAY OF FEBRUARY, 2013.


Neal R. Lockett, Mayor

ATTEST:


Amber Shallow, Clerk-Treasurer

Approved as to form:


Ann Marie Soto, City Attorney

CONTRACT FOR LEGAL SERVICES

1. Date and Parties. This Agreement is dated as of the 26th day of February, 2013, by and between the City of Roslyn, herein referred to as the "City," and Kenyon Disend, PLLC, herein referred to as "Law Firm."

2. General Recitals.

A. The Council desires to establish a retainer system for legal services in order to encourage Councilmembers, the Mayor, and department heads to utilize the services of the City Attorney as an effective means of assisting with risk management.

B. Ann Marie Soto holds the office of City Attorney for the City of Roslyn.

C. The parties hereto desire to define the services to be provided and the costs associated therewith.

3. Term. The term of this Agreement shall be from the date of January 1, 2013 until terminated. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

4. Duties. Law Firm shall be principally responsible for performing all legal work for the City, except for legal services where the City has insurance coverage that provides for legal services, and the City has tendered the defense to the insurance carrier. The City Attorney may have other attorneys employed by the Law Firm assist her in the performance of her duties. The following list of duties is illustrative of the services to be performed by Law Firm, but is not necessarily inclusive of all duties:

(1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;

(2) Review City documents for proper form;

(3) Advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City;

(4) Consult with and advise the Mayor, Councilmembers, department directors, and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;

(5) Be available on an as-needed basis to discuss with citizens legal matters

affecting the City and respond to citizen inquiries, in person, writing or by telephone, involving City business;

(6) Attend City Council meetings as requested by the Mayor;

(7) Attend no more than six board meetings, commission meetings, committee meetings, or any other type of meeting on an as-needed basis, including meetings with other governmental agencies, as necessary on matters involving the City;

(8) Perform such other duties as are necessary and appropriate in order to provide the City with legal representation; and

(9) Represent the City in all lawsuits, appeals and cases before the City Hearing Examiner, and other contested proceedings in which the City is a plaintiff or named as a defendant.

5. Compensation.

A. Retainer. The City shall pay the Law Firm a monthly retainer of \$4,900.00, plus out-of-pocket costs, for legal services commencing the month of January, 2013 and then a monthly retainer of \$4,400.00, plus out-of-pocket costs, for legal services commencing the month of February 2013. The services to be provided shall include the services set forth in section 4(1) - (8), unless, in a particular case, said services would be billable under the terms of section 5(B) or (C). Services in excess of those set forth in section 4(1) - (8) and services set forth in section 4(9) shall not be included in the monthly retainer, but shall be billed and owed separately on an hourly basis in accordance with section 5(C), below. Law Firm's hourly rates for 2013 are attached as Exhibit A. Hourly rates for years following 2013 shall be provided to the City by November 1 each year.

B. Reimbursable Proposals. On all projects for which the City actually receives compensation from a proponent for the City's legal costs, the Law Firm shall charge its hourly rates as set forth in Exhibit A, or as adjusted for years after 2013. The types of projects in this category include work associated with LIDs, ULIDs, annexations not initiated by the City, rezones, and all other projects for which the City actually receives reimbursement for legal costs from another source.

C. Special Projects. Certain services are needed from the Law Firm that are not of a routine nature and are not included in the monthly retainer. The charge for the services included in special projects shall be at the Law Firm's hourly rates, as set forth in Exhibit A or as adjusted for years after 2013, and/or on a flat fee basis as agreed to between the parties. Projects included in this category include the following: legal advice related to water rights; representing the City in any contested proceedings, whether the City is the initiating party or the defending party, such as mediations, arbitrations, civil litigation and appeals, criminal appeals, other court proceedings and administrative hearings; and comprehensive drafting of a new municipal code or any chapter or title therein, but not including routine ordinance drafting.

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D. Reimbursable Costs. Law Firm shall be reimbursed for costs and advances for such items as legal messenger service, copying, scanning, and facsimile costs at the rate of fifteen cents per page (provided, however, that for large copy projects the City Attorney shall determine if the Mayor would prefer to use City personnel and equipment so as to minimize such costs), facsimile costs, computer-aided research, deposition fees, court filing fees and similar expense items. Travel time shall be billed at a cost of \$150.00 for each round-trip between Roslyn and Law Firm's office.

The City shall not be billed for mileage to and from the City of Roslyn. The City will also not be billed for long distance telephone charges.

E. Other. Law Firm's 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, Law Firm shall be entitled to recover any such additional charges as a reimbursable cost item on Law Firm's monthly billing statements.

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

CITY OF ROSLYN

By: Neal R. Lockett
Neal R. Lockett, Mayor

Dated: 2/28/13

KENYON DISEND, PLLC

By: Michael R. Kenyon
Michael R. Kenyon, Managing Member

Dated: 2/21/13

ATTEST:

By: Amber A. Shallow
Amber Shallow, City Clerk

Dated: 2/28/2013

Exhibit A

**KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2013**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$295.00
Bruce L. Disend	\$295.00
Shelley M. Kerslake	\$240.00
Chris D. Bacha	\$235.00
Bob C. Sterbank	\$235.00
Kari L. Sand	\$220.00
John "Jay" P. Long Jr.	\$220.00

Associate Attorneys:

Ann Marie Soto	\$145.00
Rachel B. Turpin	\$140.00
Nicole L. Hay	\$135.00

PARALEGALS:

Margaret C. Starkey	\$110.00
Sheryl A. Loewen	\$100.00
Pam M. Odegard	\$ 95.00
Mary A. Swan	\$ 95.00
Terry T. Curran	\$ 95.00
Kathy I. Swoyer	\$ 95.00