

## AGREEMENT FOR LEGAL SERVICES

### I. PARTIES

This agreement is made as of this 10th day of January, 2005, between the City of Kenmore ("City") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

### II. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the City Manager. Rod Kaseguma will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement.

### III. QUALITY OF SERVICES

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

### IV. DESCRIPTION OF SERVICES

At the request or with the concurrence of the City Manager, the Firm shall perform civil legal services for the City, including but not limited to the following:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;
- (2) Represent the City in all lawsuits and contested administrative proceedings commenced by or against the City;
- (3) Consult with and advise City Councilmembers, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend City Council regular meetings, unless excused by the City Manager;
- (5) Attend City Council special meetings and work sessions, as requested by the City Manager; and
- (6) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

### V. FEES AND COSTS

#### Retainer

The firm will provide the following legal services for a fixed fee (retainer) of \$3,000.00 per month:

(1) Attendance at two City Council meetings, whether regular meetings, special meetings or workshops; and

(2) Nineteen (19) hours of any combination of: staff meetings; office hours; short telephone calls (less than 15 minutes); short research on issues relating to questions posed during such short telephone calls or by facsimile or email; review of modifications to standard form contracts; and review of short pre-drafted ordinances and other routine documents.

**Hourly Rates**

Any legal services not covered by the fixed fee (retainer) shall be billed at the hourly rates set forth on Exhibit A.

**Out-of-Pocket and Reimbursable Expenses**

The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City's behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

The fixed fee (retainer) and hourly rates account for any taxes, business license fees, or related charges imposed on professional service providers by the City and the State of Washington.

The Firm will not charge the City for travel time or mileage costs incurred for trips to and from City Hall or the Northshore Utility District office. Travel time and mileage costs for trips to locations other than the City Hall or such office will be reimbursed at the hourly rates for the attorneys.

**VI. PAYMENT TERMS; TIME RECORDS**

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice for the fixed fee (retainer) will contain the fixed fee amount and will itemize the expenses. For review purposes, the Firm will keep track of the date and extent of legal services performed under the fixed fee (retainer). The monthly invoice for hourly charge services will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. 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 invoice date.


**VII. TERM**

This Agreement shall be in effect from February 1, 2005 through December 31, 2005, and shall renew automatically for an additional twelve (12) months provided, that either party shall have the right to terminate this Agreement upon thirty (30) days written notice.

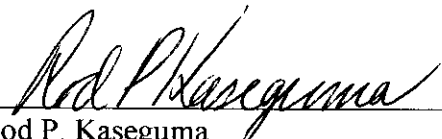
**VIII. INSURANCE**

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

CITY OF KENMORE

By   
Stephen L. Anderson, City Manager

INSLEE, BEST, DOEZIE & RYDER, P.S.

By   
Rod P. Kaseguma

**Exhibit A**

**INSLEE, BEST, DOEZIE & RYDER, P.S.**  
*2005 Attorney Billing Rates*

<b>Municipal Partners</b>	<b>2005 RATES</b>
Kaseguma, Rod P.	\$185
Ruark, Michael P.	\$185
Milne, John W.	\$185
Rcitan, Dawn Findlay	\$170
Larson, Rosemary A.	\$170
Weber, Kathy F.	\$170
Frimodt, Eric C.	\$170
<b>Associates</b>	
Caso, Anthony T.	\$135
Paige, Brian R.	\$130
Rasmussen, Kent D.	\$130
<b>Contract Associate</b>	
Nornes, Laurie	\$110
<b>Ordinance Drafting Consultant</b>	
Bergstrom, Michael	\$90
<b>Other firm attorneys</b>	10% less than regular firm rates, rounded to next \$5 increment
<b>Firm Paralegals</b>	\$90
<b>Contract Paralegals</b>	\$80