

CONTRACT FOR LEGAL SERVICES

1. Date and Parties. This Agreement is effective as of January 1, 2007, by and between the City of North Bend, 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 and for matters of a routine nature 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. Michael R. Kenyon holds the office of City Attorney for the City of North Bend and is a shareholder in the Law Firm.

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 January 1, 2007 until December 31, 2008, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice, provided, however, that both parties reserve the right to terminate the contract immediately with cause.

4. Duties.

A. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Paragraph 4(B). The City Attorney may have other attorneys employed by the Law Firm assist him in the performance of his duties. The City Attorney may also utilize outside counsel, if approved by the Mayor and City Council. The following list of duties is illustrative of the services to be performed by the City Attorney and 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) Represent the City in all lawsuits and other contested proceedings commenced by the City;

(3) Represent the City in all lawsuits and other contested proceedings in which the City is named as a defendant;

(4) Prosecute criminal violations of City ordinances in the East Division of the King County District Court in Issaquah;

(5) Approve legal documents as to proper form and content;

(6) 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;

(7) 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;

(8) 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;

(9) Attend all council meetings, unless excused therefrom by the Mayor;

(10) Attend board meetings, commission meetings, committee meetings, or any other type of meeting on an as-needed basis, including meetings with other governmental agencies, as is necessary on matters involving the City; and

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

B. The City Attorney's duties shall not include the following:

(1) Legal services normally provided by the City's bond counsel; provided, the City Attorney shall consult with bond counsel on behalf of the City and advise the City with regards thereto;

(2) Public defense services for indigent defendants;

(3) Represent the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

(4) Represent or advise City employees where the interest of the City employee may conflict with that of the City; and

(5) Provide legal services where the City has insurance coverage that

provides for legal services, and the City has tendered the defense to the insurance carrier; Provided, however, the City Attorney shall monitor the lawsuit on behalf of the City.

5. Compensation.

A. Retainer. The City shall pay the Law Firm a monthly retainer of \$8,073.00, plus out-of-pocket costs, for legal services commencing with the month of January, 2007. The services to be provided shall include the services set forth in paragraph 4.A(1)-(11), unless, in a particular case, said services would be billable under the terms of Paragraph 5(B) or (C). The Law Firm's hourly rates for 2007 are reflected on Exhibit A. The monthly retainer for 2008 shall be adjusted as part of the adoption of the 2008 budget, and the Law Firm's hourly rates for 2008 shall be adjusted by five or ten dollars, depending on the person providing the service.

B. Reimbursable Proposals. On all projects for which the City actually receives compensation from a proponent for the City's legal costs, the City Attorney and the Law Firm shall charge their rates as set forth on Exhibit A. The types of projects in this category include work associated with LIDs, ULIDs, annexations not initiated or sponsored by the City, rezones, projects subject to the City's Technical Review Committee proceedings under the City's ordinances, 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 City Attorney and 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 and/or a flat rate per project, as the case may be. Hourly rates for the Law Firm are set forth on Exhibit A. The projects included in this category include the following:

(1) 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

(2) Such other matters as are of a non-routine nature as specifically approved by the Mayor.

D. Reimbursable Costs. The Law Firm shall be reimbursed for costs and advances for such items as legal messenger service, copying costs (for large copy projects the City Attorney shall determine if the Mayor would prefer to use City personnel and equipment so as to minimize copy costs), facsimile costs, computer-aided research including associated phone charges, deposition fees, court filing fees and similar expense items.

The City will not be billed for travel time or for mileage to and from the City of North Bend.

E. Other. 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.

In the event of appointment of conflict counsel by a district or municipal court judge for prosecution or related services identified in Section 4 of this Contract, the City shall be responsible for payment of all such services, including costs, to the designated conflict counsel.

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

CITY OF NORTH BEND

KENYON DISEND, PLLC

By: _____
Kenneth Hearing, Mayor

By: _____
Michael R. Kenyon

Dated: _____

Dated: _____

ATTEST:

By: _____
Cheryl A. Proffitt, City Clerk

Dated: _____

Exhibit A

**KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2007**

ATTORNEYS:

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Partners and Senior Attorneys:

Michael R. Kenyon	\$225.00
Bruce L. Disend	\$225.00
Shelley M. Kerslake	\$195.00
Chris D. Bacha	\$195.00
Sandra S. Meadowcroft	\$190.00

Associate Attorneys:

Joseph B. Levan	\$170.00
Kari Sand	\$170.00
Heidi Brosius	\$155.00
Kerri A. Jorgensen	\$155.00
Tom Guilfoil	\$155.00
Peter Beckwith	\$150.00
Lacey Madche	\$150.00
Renee Walls	\$140.00
Monica Buck	\$130.00
Kathy Hardy	\$130.00

PARALEGALS:

Margaret C. Starkey	\$90.00
Sheryl A. Loewen	\$80.00
Pam M. Odegard	\$75.00
Shelly Crossland	\$75.00
Nikki Meister	\$75.00
Mary Eichelberger	\$75.00
Terry Cox	\$75.00
Kim Obermayer	\$75.00
Kathy Swoyer	\$75.00

LEGAL INTERNS:	\$90.00
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RESOLUTION 1174

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR LEGAL SERVICES WITH KENYON DISEND, PLLC

WHEREAS, the City of North Bend has a desire to continue its contract with the existing City Attorney to provide legal services; and

WHEREAS, Michael R. Kenyon currently holds the office of City Attorney for the City of North Bend and is a shareholder in the Law Firm of Kenyon Disend, PLLC; and

WHEREAS, the City of North Bend 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 NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to enter into a contract for legal services with Kenyon Disend, PLLC in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY, 2007.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective: January 16, 2007
Posted: January 17, 2007

Cheryl Proffitt, City Clerk