

RESOLUTION NO. 16- 1107

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON FOR
INTERIM CITY ATTORNEY VIA LEGAL SERVICES CONTRACT**

WHEREAS, The City Council at its Regular Council Meeting on April 21, 2016 approved Resolution 16-1092 which authorized the Council President and Mayor Pro Tempore to investigate and propose for Council approval a contract to provide interim legal services for the City; and

WHEREAS, the City Council is the contracting authority for legal services for the City; and

WHEREAS, the Mayor and two Councilmembers reviewed three proposals for providing legal services and interviewed three candidates for city attorney; and

WHEREAS, the City Council voted against a different and separate legal services contract on June 16, 2016 and this leaves the city still without full legal services as required by state law; and

WHEREAS, Vancil Law Offices provided a competitive proposal and is well qualified to provide legal services to the City; and

WHEREAS, the attached professional services contract with Vancil Law Offices is reasonable; and

WHEREAS, the contract may be revised at any time if the Council determines that it needs to be amended for any reason, including designating Vancil Law Offices as the on-going city attorney;

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

Section 1. The City Council approves the attached professional services contract with Vancil Law Offices to provide legal services as interim city attorney for the City of Black Diamond.

Section 2. The City Council intends to review this Contract for Interim Legal Services after 3 months to consider changes.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT
A REGULAR MEETING THEREOF, THE 7TH.DAY.OF.JULY,,2016.**

CITY OF BLACK DIAMOND

DENIED

Carol Benson, Mayor

*Invalid; state law only allows
the mayor to contract with the
Attorney in Mayor-Council form
of government.*

Attest:

Brenda L. Martinez, City Clerk

Vancil Law Offices

Ryan Patrick Vancil, Esq.

266 Ericksen Avenue NE,

Bainbridge Island, Washington 98110-1882

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June 23, 2016

City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

Dear City of Black Diamond Representative:

Thank you for retaining Vancil Law Offices, PLLC for service as Interim City Attorney for the City of Black Diamond. Vancil Law Offices shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Vancil Law Offices shall not exceed the Scope of Work.

The services of Vancil Law Offices, PLLC are billed on an hourly basis, with time being charged in tenths of an hour, i.e., in six minute blocks. My standard rate for attorney fees is \$250 per hour. For this matter I am reducing that rate to \$200 per hour. My rates are reviewed annually, and you will be notified of any changes in the rate schedules. Vancil Law Offices shall not be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City. Please be aware that my fees include time spent in phone conferencing and email correspondence in addition to other activity that I will undertake on your behalf. In addition to my fees, you will be responsible for costs and expenses incurred in performing services such as photocopying (.15 per page), messenger and delivery service, computerized research, long distance telephone, telecopying, word processing, court costs and filing fees. Unless special arrangements are made at the outset, fees and expenses of others (such as expert witnesses) will not be paid by Vancil Law Offices, PLLC and will be your responsibility, and billed directly to you. I will always endeavor to provide you with cost-effective service.

If future work requires a substantial dedication of time I may require an advance deposit based upon my estimate of the work to be performed for you.

The City Council of the City of Black Diamond has the right at any time to terminate my services and representation upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services rendered and costs or expenses paid or incurred on the City's behalf prior to the date of such termination. I reserve the right to withdraw from representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow my advice on a material matter, or if any fact or circumstance would, in my view, render my continuing

representation unlawful or unethical. In the event of termination, all finished or unfinished reports, or other material prepared by Vancil Law Offices pursuant to this Agreement, shall be submitted to the City.

I have inquired through appropriate channels in order to determine whether this representation will create a conflict of interest. No information has been disclosed to me which indicates that any conflict of interest exists. If at any time during the course of my representation of you I learn of a conflict of interest, I will take immediate steps to inform you of this conflict and to meet with you in order to discuss and resolve it.

Your statements for services rendered and costs advanced or incurred will be issued monthly and payable upon receipt. Statements which remain unpaid 30 days or more will be charged (simple or compound) interest at the rate of 12% annually. I reserve the option to terminate representation if payment is not received within 30 days of the date of the statement.

If you are in agreement with the terms of this letter, please sign on the signature line below and return it to me.

If at any time you wish to discuss any aspect of this engagement, please contact me.

Very truly yours,

Ryan P. Vancil, Esq.

On behalf of the City of Black Diamond I agree to engage you pursuant to the terms set forth in this letter, and have the authority herewith to bind the City to the terms herein:

Date: _____

Signature: _____

Name (print): _____

Title: _____

Exhibit A

Vancil Law Offices shall perform the services described in this Scope of Work in a timely manner.

Vancil Law Offices is authorized to proceed with services upon execution of this agreement.

Vancil Law Offices shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from these services without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

A. The following list of routine duties is illustrative of the services to be performed by the City Attorney that do not require prior authorization from the Mayor or City Council:

1. The City Attorney shall draft City ordinances, Agreements, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;
2. The City Attorney shall approve all ordinances and Agreements as to proper form and content;
3. The City Attorney shall advise the Mayor, Councilmembers, and staff members with regard to legal matters relating to their respective duties being performed for the City, or by telephone, in person and/or by written memo, on routine City business;
4. The City Attorney shall attend all Regular City Council business meetings and shall attend other, regularly scheduled or Special Meetings of the City Council as requested by the City.

B. The following list of duties are those duties that will require prior authorization from the Mayor or City Council prior to commencement of services by the City Attorney as follows:

1. The City Attorney shall represent the City in lawsuits as specified and other contested proceedings commenced by the City as specified;
2. The City Attorney shall be available on an as-needed basis as directed by the Mayor, to discuss legal matters with citizens that affect the City and/or to respond to citizen inquiries in person, in writing or by telephone

involving City business;

3. The City Attorney may be asked to 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 necessary on matters involving the City; and

4. The City Attorney may be asked to perform other duties as are deemed necessary and appropriate, and not defined as "routine" in Section B, above, in order to provide the City with legal representation and advice.

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

1. Providing public defense services for indigent defendants;

2. Providing criminal prosecution services;

3. Providing legal services associated with union negotiations, personnel or employment matters including personnel disciplinary proceedings;

4. Representing 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;

5. Providing legal services where the City has insurance coverage that provides for legal services to the City, the City has tendered the defense of the lawsuit to the insurance carrier, and the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney; provided, however, that if the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney, the City Attorney may monitor the lawsuit, as requested by the City, on a case-by-case basis. The City acknowledges that the insurance carrier may retain the City Attorney to provide legal services.