

**RESOLUTION NO. 16-1116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A LEGAL  
SERVICES AGREEMENT WITH KENYON DISEND, PLLC**

**WHEREAS**, the City is in need of a City Attorney to provide legal services; and

**WHEREAS**, the City advertised for qualified firms and individuals to fill the position of City Attorney and a selection panel including the Mayor, Councilmember Pepper, Councilmember Deady, and Interim City Attorney Yvonne Ward interviewed three firms; and

**WHEREAS**, after consideration the firm Kenyon Disend, PLLC who specializes in municipal law was selected;

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

**Section 1.** The Mayor is hereby authorized to execute a legal services agreement with Kenyon Disend, PLLC substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JULY,  
2016.**

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 made on this 3rd day of June, 2016, 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 as may otherwise be 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 2016, City shall be billed for legal services described above at the Attorneys' and paralegals' regular hourly rates as set forth in Exhibit A. 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**

After City Council approval, this Agreement takes immediate effect, and shall remain in effect until December 31, 2016, unless sooner terminated as set forth herein. The parties shall meet and confer regarding renewal terms at least sixty days before expiration of this contract. Each party shall have the right to terminate this Agreement 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  
HOURLY RATE SCHEDULE FOR YEAR 2016**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$305.00
Bruce L. Disend	\$305.00
Kim Adams Pratt	\$270.00
Robert F. Noe	\$270.00
David A. Linehan	\$270.00

Associate Attorneys:

Rachel B. Turpin	\$175.00
Ann Marie Soto	\$170.00
Charlotte A. Archer	\$165.00
Amy S. Mill	\$150.00
Alexandra L. Kenyon	\$135.00

PARALEGALS:

Margaret C. Starkey	\$125.00
Sheryl A. Loewen	\$110.00
Pam M. Odegard	\$110.00
Kathy I. Swoyer	\$110.00
Terry T. Curran	\$110.00
Antoinette M. Mattox	\$100.00