CONTRACT FOR LEGAL SERVICES

1. Date and Parties. This Agreement is executed this _____ day of _____, 2018, and is to become effective as of the 1st day of January, 2019, by and between the City of Elma, herein referred to as the "City," and _____herein referred to as the "Firm" or "Law Firm."

2. General Recitals.

A. The City desires to continue the retainer system for legal services and for matters of a routine nature which has been in place for many years in order to continue 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.

B. The Firm, _____, by and through its principal, _____ has been appointed to serve as the City Attorney for the City.

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

3. Term.

A. The initial term of this Agreement shall be from until _____, unless sooner terminated by either party as provided for in the following paragraphs. After the initial term, the Agreement shall be automatically extended for additional one-year terms subject to termination as set forth below.

B.B. Termination:

1. Either party may give the other party written notice of the intent to terminate the contract during the initial one year term or annual extension thereof so long as such notice is given no less than ninety (90) days prior to the end of the then existing term.

2. Earlier termination:

A. The Firm: The firm shall have the right to give notice during the annual term of its desire to terminate

the contract prior to that annual renewal date. Such notice shall be given in writing to the Mayor with a copy to the Clerk-treasurer no less than ninety (90) calendar days prior to the desired date of termination of the contract.

B. The City: In recognition of the special nature of the relationship of the City Attorney to the City , the City shall have the right to terminate this Agreement or any extension by the giving of written notice to the Firm no less than thirty (30) calendar days prior to the desired date of termination.

3. Compensation: Upon either party exercising its right to termination under sub-paragraph B, the Firm shall be entitled to receive compensation for the services rendered prior to the date of termination so long as it provides the services required of it during the period following notice of termination: PROVIDED THAT, no services not included within the retainer shall be provided without the prior approval of the Mayor.

4. Cooperation: Upon giving of notice of termination, the Firm shall cooperate with the City and any successor firm designated by the City in effectuating the transition. Such cooperation shall include but is not limited to making available to the City all written files and electronic date or records generated by the Firm or relating to the City developed or received by the Firm during its period of representation of the City: PROVIDED THAT, it shall be the City's responsibility to transport any written records or material from the Firm's office to such location as the City deems appropriate.

4. Duties.

A. The City Attorney shall be principally responsible for supervising or performing all legal work for the City, except as set forth in the following paragraphs of this Agreement. The City Attorney may have other attorneys employed by the Law Firm assist in the performance of her duties. The City Attorney may also utilize outside counsel, if approved by the Mayor and City Council.

B. The following list of duties is illustrative of the services to be performed by the City Attorney and Law Firm within the coverage of the retainer, but is not necessarily

inclusive of all duties:

1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents, including legal memos to the Mayor and Council, as requested by the City;

2) Approve legal documents as to proper form and content;

3) Advise the Mayor, Council members, 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, Council members, 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 reasonably 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 all council meetings, unless excused from attendance by the Mayor;

7) Upon request 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

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

9) Provide written reports prior to each regular Council Meeting for distribution to the Mayor and Council a written report summarizing the status of existing matters and issues as well as matters and issues potentially of interest to or affecting the City.

C. The following shall be included within the duties of the City Attorney but are not within the services within the retainer and shall be charged at the approved hourly rate: PROVIDED THAT, if, in its discretion the City designates another counsel to represent the City in any matter within the provisions of subsections 1 and 2, the right to compensation shall not be applicable.

1) Represent the City in all lawsuits and other contested proceedings commenced by the City;

2) Represent the City in all lawsuits and other contested proceedings in which the City is a party, whether as the plaintiff or named as a defendant; and

3) Prosecute criminal violations of City ordinances in the City 's Municipal Court and/or Grays Harbor County District Court;

D. 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) Representation of 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;

3) Representation of or advice to City employees where the interest of the City employee may conflict with that of the City; and

4) Legal services where the City has insurance coverage that provides for legal services and the City 's tender of defense has been accepted by the insurance carrier and it has not requested that the City Attorney continue to be involved in the representation, whether as a result of a reservation of rights by the Insurer or otherwise; 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 $_____, for legal services which are not excluded from coverage under Section 4 commencing with the month of January, 2019. The services to be provided shall include the services set forth in paragraph 4.A 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 2019 are reflected on Exhibit A. The monthly retainer for 2019 shall be subject to adjustment through the adoption of the annual budgets of the City. The Law Firm's hourly rates shall be adjusted upon approval of the Council. Except as to legal services provided pursuant to Section 4.C, the Firm shall not receive any compensation beyond that set forth in the Monthly Retainer for legal services provided to the City unless the provision of such services is specifically approved in advance by a written authorization executed by the Mayor.

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. Examples of the types of projects in this category include work associated with LIDs, ULIDs, 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 then approved hourly rates and/or a flat rate per project, as the case may be. The projects included in this category include such other matters 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 services, deposition fees, court filing fees, and similar items.

E. Other.

1) Attorney'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, the Firm shall be entitled to recover any such additional charges as a reimbursable cost item on the Firm's monthly billing statements.

2) 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.

3) The City shall not be billed for travel time from the Firm's offices to the City.

4) In the event of any dispute between the City and the Firm, the parties shall attempt to resolve the dispute through agreed upon processes, such as mediation or arbitration. If such an approach is not selected or successful, any litigation shall be filed in the Superior Court of the State of Washington in Grays Harbor County. In addition to any relief granted to the substantially prevailing party, they shall be entitled to receive an award of their costs and reasonable legal fees incurred in the litigation.

F. Except as to legal services provided pursuant to Section 4.C, the Firm shall not receive any compensation beyond that set forth in the Monthly Retainer for legal services provided to the City unless the provision of such services is specifically approved in advance by a written authorization executed by the Mayor.

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 Elma:

_____

JAMES SORENSEN, Mayor

ATTEST:

_____
DIANA EASTON, Clerk-Treasurer
Dated: _____

_____Law Firm.:

_____
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Exhibit A

The law firm's hourly rate for services not covered under the monthly retainer shall be $225.00 per hour. The law firm's hourly rate shall be adjusted upon approval of the counsel.