

## PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT made this date by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "City", and KNAPP, O'DELL & MacPHERSON PLLC, Attorneys at Law, of Camas, Washington, hereinafter referred to as "Attorneys",

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

### Section 1. EMPLOYMENT:

1.1 City hereby contracts with, retains, and employs Attorneys to render legal services on behalf of City as hereinafter specified. The terms herein modify the Professional Services Contract dated November 20, 2017 pursuant to Section 8 thereof.

1.2 The relationship between City and Attorneys is that of employer-independent contractor, and not employer-employee. City shall have no obligation to pay FICA, unemployment compensation, workmen's compensation or other payroll taxes on the compensation paid to Attorneys.

1.3 The parties acknowledge that it may be necessary from time to time for City to retain other legal counsel. Legal matters requiring other counsel may include bond issues, pension and deferred compensation matters, complex litigation, cases referred to attorneys selected by the City's insurers, and matters involving specialized areas of practice where the City's interests would be best served by retaining other counsel. In addition, other counsel may be required if Attorneys have an ethical conflict of interest which precludes representation of the City.

### Section 2. BASIC SERVICES:

2.1 The basic services to be provided by Attorneys to City shall include drafting and preparation of all ordinances and resolutions, preparation and review of all contracts, standard deeds,

easements, licenses, or like real estate documents, legal documents and instruments, prosecution of violations of municipal ordinances in Camas Municipal Court, attendance at regular City Council meetings, planning commission and LEOFF meetings, attendance at Council workshops or special meetings on identified agenda items, and rendering legal opinions and such other legal services as City or its duly elected and appointed officials may request or require.

2.2 As compensation for the professional services to be rendered by Attorneys pursuant to this section, City shall pay Attorneys the sum of \$11,500.00 per month, payable on the last business day of each month during the term of this agreement. The monthly compensation shall increase by 3%, commencing January 1, 2023, and increase 3% annually thereafter.

Section 3. MUNICIPAL COURT APPEALS: It is acknowledged by City and Attorneys that Attorneys shall have the responsibility to prosecute all matters commenced in Camas Municipal Court, and that the compensation to Attorneys provided for in Section 2 hereof includes compensation for representation of City in Camas Municipal Court.

The parties hereto further recognize that decisions of the municipal Court may from time to time be appealed to Clark County Superior Court, the Washington Court of Appeals, or the Washington Supreme Court. It is expressly understood and agreed that Attorneys shall have the continuing responsibility to represent City in all matters appealed from Camas Municipal Court. It is further expressly agreed that services rendered in such appellate matters shall be deemed extra legal services for which Attorneys shall be compensated at the rate of \$220.00 per hour. The rate shall increase by 2% commencing January 1, 2023, and increase 2% annually thereafter.

Section 4. ADDITIONAL LEGAL SERVICES:

4.1 In addition to those services provided for in Sections 2 and 3 hereof, the City may require representation in legal proceedings in the Superior Court, Court of Appeals, and Supreme

Court of the State of Washington, the Courts of the United States, and administrative agencies of the municipal, state, and federal government. Additional services shall also include representation of the City after filing of a tort claim notice or in anticipation of litigation, representation of the City in eminent domain cases, with or without the filing of suit, and negotiation, preparation and/or review of real estate purchase or sale documents.

4.2 In any such legal proceedings brought by or against the City or its duly authorized officers, Attorneys shall have the responsibility to defend, prosecute on behalf of, or otherwise represent City and its duly authorized officers, unless other Attorneys are retained by the City.

4.3 It is expressly agreed that all services, including research and preparation for trial, provided by Attorneys in representing City and its duly authorized officers in such legal proceedings are considered extra legal services for which Attorneys shall be entitled to compensation in addition to the basic compensation provided for in Section 2 hereof. Such additional legal services shall be compensated at the rate of \$245.00 per hour. The rate shall increase by 2% commencing January 1, 2023, and increase 2% annually thereafter.

**Section 5. EXPENSES:** In addition to the compensation to be paid to Attorneys as provided for herein, City shall also bear the following expenses:

(a) The transportation, food, and lodging expenses incurred by Attorneys while on City business, which expenses shall be reimbursed in accordance with City policy for its other employees.

(b) The transportation, food, lodging and enrollment expenses incurred by Attorneys while attending Association of Washington Cities Attorneys Conferences and/or Washington Cities Insurance Authority Conferences, which expenses shall be reimbursed in accordance with City policy for its other employees.

(c) The cost of maintaining a surety bond for City Attorney.

(d) All filing fees, deposition expenses, service of process fees, and all other expenses or third party costs incurred by Attorneys in representation of City or its duly elected or appointed officers.

(e) The cost of City of Camas stationery and envelopes for use by Attorneys while conducting City business.

It is understood and agreed that City is under no obligation except as expressly contained herein to contribute to Attorneys' office expenses including any support personnel costs and benefits. Attorneys shall have access to City's duplicating equipment and other office supplies and equipment when engaged in the business of the City.

Section 6. DURATION: This agreement shall commence January 1, 2022, and shall be of indefinite duration, subject to termination with or without cause by either party upon six (6) months' written notice.

Section 7. INDEMNIFICATION: City and Attorneys agree that City shall indemnify and hold harmless Attorneys for claims brought by third parties against Attorneys arising out of the performance by Attorneys of their duties under this contract so long as Attorneys are acting within the scope of their authority and in good faith. It is the intent of the parties that the provisions of Chapter 2.76 of the Camas Municipal Code govern the scope of the City's obligation to indemnify, and the respective rights and obligations of both City and Attorneys.

Section 8. MODIFICATION: This contract contains the entire agreement between the parties, and no modifications or alteration of this agreement shall be effective unless such modification shall be in writing and signed by the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CAMAS

KNAPP, O'DELL & MacPHERSON PLLC

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_