

**Legal Service Agreement between the Law Firm of Younglove Coker & Rhodes,
P.L.L.C. and the City of McCleary**

THIS AGREEMENT is entered into by and between the City of McCleary, a Washington municipal corporation (“City”), and the law firm of Younglove Coker & Rhodes, P.L.L.C., herein referred to as the “Firm” or “Law Firm.” The primary contact for services will be Christopher John Coker, a licensed attorney in the State of Washington (“Attorney”). However, the Firm may utilize other licensed attorneys, Rule 9 licensed legal interns, and/or legal assistants to perform City work.

RECITALS

The City desires to contract legal services for matters of a routine municipal nature in order to encourage Council members, the Mayor, and department heads to utilize the services of the Firm as an effective means of risk management. The City warrants that its execution of this agreement is lawful and within its power.

NOW THEREFORE, IT IS AGREED:

I. ASSIGNMENT AND SCOPE OF SERVICES.

The City officials responsible for giving the Firm work assignments are: the Mayor and Department Managers. Additionally, a majority of the City Council may give direct assignments to the Attorney if such direction is given during a meeting of the City Council.

The Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Section III, or in those instances in which the Mayor assigns legal work to other specialized attorneys. The following list of duties is illustrative of the services to be performed by the Attorney, but is not necessarily inclusive of all duties:

- 1. Prosecuting Attorney Services.** As prosecuting attorney represents the City, within the jurisdiction of the Municipal Court established by the City of McCleary Municipal Code, in all causes arising from (but not limited to) violations of City Ordinances, whether Civil or Criminal.

- 2. Legal Documents.** The Attorney, as directed, shall review all ordinances, contracts, resolutions, inter-local agreements, legal correspondence or other legal documents. The Attorney shall draft such documents as requested by the City. The City, at its discretion shall forward all draft ordinances, contracts, resolutions and inter-local agreements to the Attorney to approve as to form.

3. **Advisory Duties.** The Attorney/Firm may advise the Mayor, City 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 and will provide such legal services as a means of reducing the risk, when possible, of legal claims resulting from the City's actions. This includes providing advice on procedural issues relating to conducting open meetings, executive sessions or other City business, land use, permits, utilities, environmental standards and other regulations, ordinances or laws or contracts impacting City business or decision making.
4. **City Council Meetings.** The Attorney, as directed by representatives of the City, may attend in person, via phone conference or via video conference platform, two City Council meetings per month including, preparation and travel to said meetings. Preparation includes the review and drafting of ordinances, review of any contracts, leases, inter-local agreements, and other legal documents pertaining to the operation of the City and any legal research on issues before the Council.
5. **City Staff Meetings.** The Attorney may attend work or study sessions of the Council or 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 as requested by the Mayor.
6. **Initial Court Filings.** The Attorney may prepare and file an initial filing of a complaint for code violations or other legal issues with the courts.
7. **Other Legal Services.** The Attorney will provide such other services as are necessary and appropriate in order to provide the City with adequate legal representation.

Additional Services

1. **Court Proceedings Commenced by City.** The Attorney may represent the City in civil lawsuits and other contested proceedings commenced by the City.
2. **Court Proceedings Naming City as Defendant.** The Attorney may represent the City in lawsuits and other contested proceedings in which the City is named as a defendant or represent the City in pursuing any insurance benefits or seeking defense representation for claims covered by insurance.

II. LOCATION, TIME FRAME OF SERVICES

1. **Location.** The Attorney may provide services on City Hall premises as scheduled by the Mayor. Other basic services will be provided by the Attorney or his staff or designee (if acceptable to the Mayor) from his/her office.

2. **Time Frame.** The Attorney shall make every effort to perform the duties requested by the Mayor in the time frame requested by the Mayor or as expeditiously as possible. The Attorney agrees to keep the City informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

III. EXCLUDED SERVICES.

The Attorney's services do not include:

1. Representing or advising City employees where the interest of the City employee may conflict with that of the City.
2. 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.
3. Providing 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 Attorney shall monitor the lawsuit on behalf of the City, and may be retained by the City's insurance provider to provide such legal services, or may pursue claims against the City's insurance company as needed to ensure the City's rights under the contract of insurance are provided.

IV. CONFLICT OF INTEREST

The Attorney/Firm provides services to other clients in an independent law practice. The Attorney shall not perform such services for other clients where a conflict of interest or ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist. The Attorney warrants that his execution and delivery of this agreement does not and will not conflict with any obligation of the Attorney to a current or former client.

V. COMPENSATION

1. **Hourly Rate.** The City shall pay the Attorney's at the rate of \$325.00 per hour. The City shall pay Legal Assistant's at the rate of \$110.00 per hour. The Attorney shall invoice the City during the last week of each month for work performed the previous month. The City shall pay the Attorney's invoice promptly, and in no case later than 30 days from the invoice date.
2. The Attorney's actual direct expenses incurred for any work for the City shall be reimbursed at actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other Attorney's as approved in advance by the City, and other reasonable costs.
3. As appropriate, the City shall issue the Attorney a federal 1099 form.

Attorney's federal tax identification number is: 91-1821715.
Attorney's mailing address is: 1800 Cooper Pt. Rd. S.W. Bldg 16, Olympia, WA 98502.
Attorney's phone number is: (360)357-7791.
Attorney's e-mail address is: cjcoker@ylclaw.com.

The City's federal tax identification number is:
The City's mailing address is:
The City's phone number is:
The City's email address is:

VI. TERM OF AGREEMENT.

1. This agreement may be terminated by either party by giving 30 days-notice to the other party. Any earned compensation or expenses appropriate under this agreement will be paid for services rendered during the notice period but will only be authorized thereafter upon express agreement of the Mayor. The Attorney agrees to co-operate in the transferring of all City files and records and provide a copy of all pending attorney files to the City Clerk or the City's designee promptly upon completion of services.

2. Upon termination of this Agreement, the Attorney/Firm shall not be entitled to severance pay or continued compensation other than for ongoing services the Attorney and Mayor have agreed will extend beyond the effective termination date.

VII. EQUIPMENT AND OTHER RESOURCES.

The Attorney shall obtain his own cellular phone, computer, office equipment and access to electronic legal research services as needed to perform the legal services contemplated in this agreement.

VIII. PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than \$1,000,000.

VIII. INDEMNITY

The City shall defend, indemnify and hold Attorney/Firm harmless from any and all claims arising out of the good faith performance of his duties for services provided within the scope of this agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed

outside the scope of the Attorney's/Firm's requested services, or for any acts of misconduct or alleged violations of existing law.

IX. CONFIDENTIALITY

Attorney/Firm agrees to keep all of the information provided by City in the context of this agreement confidential for the term of this agreement and thereafter, unless the Attorney client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

X. MAINTENANCE OF CITY RECORDS AND FILES

Any work-related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this agreement for the City by the Attorney/Firm shall be deemed to be owned jointly by the Attorney. The Attorney will keep the City adequately advised of all legal matters by providing copies of all letters or correspondence, plans or proposals written on the City's behalf to the City Clerk, responsible Department Manager, or Mayor. All copies of correspondence received by the Attorney relating to City business will be routinely forwarded to the City Clerk, responsible Department Manager or Mayor, upon receipt. A copy of all documents prepared by the Attorney/Firm, but not previously provided, or when duplicates are needed, shall be delivered to the City upon request.

XI. QUALIFICATIONS

Throughout the term of this Agreement, the Attorney/Firm shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

XIII. INDEPENDENT CONTRACTOR STATUS.

The Attorney/Firm is an independent contractor and is not an employee of the City. The Attorney/Firm is responsible for paying his own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to him by the City. The Attorney is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker's compensation, PERS, overtime, compensatory time, or any other benefit not specifically addressed and provided for in this Agreement.

XIV. NON-EXCLUSIVE CONTRACT

This is a non-exclusive contract. The City reserves the right to appoint additional attorneys, to contract for a new Attorney in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall guarantee renewal of this

Agreement, and in the event of a future renewal, the parties reserve the right to renegotiate all provisions.

XV. ENTIRE AGREEMENT

This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

DATED this _____ day of _____, 2024.

City Attorney

City of McCleary

Christopher John Coker, WSBA #28229

Chris Miller, Mayor

ATTEST:

, City Clerk/Treasurer