

## **LEGAL SERVICES AGREEMENT CITY ATTORNEY**

THIS AGREEMENT is entered into by and between the City of Medina, hereinafter referred to as the “City” and the law firm Inslee Best Doezie & Ryder, PS hereinafter referred to as “the Firm.”

### **I. SERVICES PROVIDED**

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the City Manager or designee. Jennifer S. Robertson, or an attorney of the Firm approved by the City Manager, will serve as the City Attorney, and will direct the services of the Firm consistent with this Agreement.

### **II. QUALITY OF SERVICES**

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

### **III. DESCRIPTION AND DELIVERY OF SERVICES**

At the request or with the concurrence of the City Manager or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;
- (2) Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;
- (3) Consult with and advise the City Manager, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend City Council meetings (and work sessions during such meetings); and
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney, an estimate of the response date, and the mutually agreed upon deliverable(s).

The City may request the City Attorney to be available by cell phone, at times and in a manner agreed upon by the City Manager and the City Attorney.

The parties acknowledge the Firm is subject to and bound by the Washington State Court Rules: Rules of Professional Conduct (“RPC”), including but not limited to RPC 1.7 Conflict of Interest: Current Clients. The Firm shall follow said RPCs, including but not limited to, client representation involving a concurrent conflict of interest as defined in RPC 1.7(a).

## V. PAYMENT TERMS; TIME RECORDS

The legal services shall be billed at the hourly rates set forth on Exhibit A. The rates attached as Exhibit A are fixed until December 31, 2024, after which time, they may be increased with sixty (60) days’ written notice by Firm. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City's behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses, and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

## VI. TERM

This Agreement shall be in effect from February 1, 2024 through December 31, 2024, with automatic annual one-year renewals. At any time during the term of this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

## VII. INSURANCE

The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

**No Limitation** - The Firm’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

**Minimum Scope of Insurance** - The Firm shall obtain insurance of the types and coverage description below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Firm’s profession.

**Minimum Amounts of Insurance** - The Firm shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability insurance shall be written with limits no less than \$4,000,000 per claims and \$4,000,000 policy aggregate limit.

**Other Insurance Provision** - The Firm's Automobile Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.

**Acceptability of Insurers** - Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**Verification of Coverage** - The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Firm before commencement of the work.

**Notice of Cancellation** - The Firm shall provide the City Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

## **VIII. INDEMNIFICATION/HOLD HARMLESS**

The Firm shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competition jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Dated this \_\_\_\_\_ day of January, 2024.

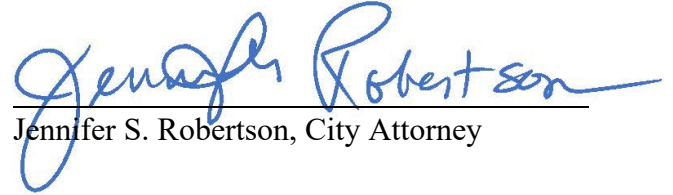
**CITY OF MEDINA**

\_\_\_\_\_  
Steve Burns, City Manager

**ATTEST**

\_\_\_\_\_  
Aimee Kellerman, City Clerk

**INSLEE BEST DOEZIE & RYDER PS**

  
\_\_\_\_\_  
Jennifer S. Robertson, City Attorney

**Exhibit A**

**INSLEE, BEST, DOEZIE & RYDER, PS**  
*2024 Attorney Billing Rates*

<b>ATTORNEYS</b>	<b>HOURLY RATES</b>
Jennifer Robertson	\$ 325
Curtis Chambers	\$ 325
Charlotte Archer	\$ 325
Dawn Reitan	\$ 325
Kay Brossard	\$ 325
Chris Pirnke	\$ 325
Other municipal group partners (if added)	\$ 325
Municipal associates	\$ 245
<b>Other firm partners</b>	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually
<b>Fees charged to other parties (i.e., developers, franchisees, etc.)</b>	Regular firm rates