

## CONTRACT FOR LEGAL SERVICES

This Agreement is executed this \_\_\_\_ day of August, 2024, and is to become effective upon execution, by and between the City of Tenino, herein referred to as the “City,” and Dille Law, PLLC herein referred to as the “Firm” or “Law Firm” and collectively referred to as the “Parties.”

1. **General Recitals.**

A. The City desires to retain Dille Law, PLLC for legal services and for matters of a routine nature.

B. The Firm, Dille Law, PLLC, by and through its principal, Brent F. Dille 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.

2. **Term.** The initial term of this Agreement shall be from September 1, 2024 until August 31, 2025, 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.

3. **Termination.**

A. **Right to Terminate.** 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.

B. **Early termination.**

i. **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.

ii. **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.

iii. 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 data 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.

4. **Duties.**

A. The City Attorney shall be principally responsible for supervising upon request or performing all legal work for the City, except as set forth below. The City Attorney may have other attorneys employed by the Law Firm assist in the performance of his duties.

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

i. 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;

ii. Approve legal documents as to proper form and content;

iii. 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;

iv. 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;

v. 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;

vi. Attend council meetings upon request;

vii. 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

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

C. The City Attorney's duties shall not include the following:

i. 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;

- ii. 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;
- iii. Representation of or advice to City employees where the interest of the City employee may conflict with that of the City; and
- iv. 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; provided, however, the City Attorney shall monitor the lawsuit on behalf of the City.
- v. Prosecute criminal violations of City ordinances in the City's Municipal Court and/or Thurston County District Court.

5. **Compensation.**

A. **Hourly Rate.** The City shall pay the Law Firm a municipal discounted hourly rate of \$255.00. The Law Firm's discounted hourly may be adjusted annually upon 90 days' notice to the City.

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 usual hourly 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. **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.

D. **Other.**

- i. 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.

6. **Conflict Resolution.** 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 Thurston 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.

7. **Insurance.** Law Firm agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Law Firm for the duration of the Agreement.

8. **Independent Contractor.** The Parties intend that the Law Firm shall be an independent contractor and that the Law Firm has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Law Firm sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Law Firm shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. The Law Firm shall pay all income and other taxes due.

9. **Equal Opportunity Employer.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Law Firm or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Law Firm shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

10. **General Provisions.**

A. **Interpretation and Modification.** This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

B. **Assignment and Beneficiaries.** Neither the Law Firm nor the City shall have the

right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

C. **Compliance with Laws.** The Law Firm shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

D. **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.

11. **Approval.** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**IN WITNESS WHEREOF**, the Parties execute this Agreement below, effective the last date written above.

City of Tenino  
149 Hodgden Street South  
Tenino, WA 9859

Dille Law, PLLC  
1800 Cooper Point Road SW, Bldg. 11  
Olympia, WA 98502

\_\_\_\_\_  
David Watterson, Mayor

\_\_\_\_\_  
Brent Dille, Attorney

**ATTEST:**

By: \_\_\_\_\_  
Jen Scharber, Clerk-Treasurer

## Exhibit A

Law Firm 2024 Rates:

### Attorney

Brent Dille	\$385/hr
Bryce Dille	\$400/hr
Garrett Ratfield	\$375/hr
Paralegal Rate	\$225/hr