

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2019-10

ORIGINAL

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A GENERAL ATTORNEY
SERVICES CONTRACT; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Orting completed an RFP process for General Attorney Services; and

WHEREAS, after reviewing the firms' proposals and interviewing several firms, Council believe that Inslee, Best, Doezie & Ryder, P.S. are the best positioned firm to meet the City's legal service needs; and

WHEREAS, the City Council desires for the Mayor to sign a General Attorney Services Contract with Inslee, Best, Doezie & Ryder, P.S. authorizing their services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Council hereby authorizes the Mayor to sign the Inslee, Best, Doezie & Ryder, P.S Attorney Services Agreement attached hereto as Exhibit A.

Section 2. Effective Date. The City Council directs that this resolution shall take effect immediately upon passage, and hereby ratifies and affirms any act consistent with this authority and prior to the effective date of this Resolution.

Section 3. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, correction of clerical errors.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10TH DAY OF APRIL, 2019.

CITY OF ORTING



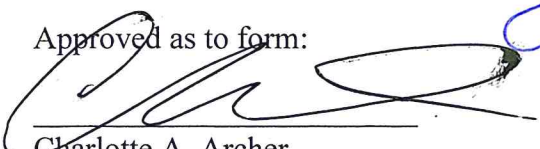
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:



Jane Montgomery, City Clerk, CMC

Approved as to form:



Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made as of this 10th day of April, 2019 between the City of Orting ("City") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

II. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the Mayor and City Administrator. Charlotte A. Archer will serve as the lead legal counsel, and will direct the services of the Firm consistent with this Agreement.

III. QUALITY OF SERVICES

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

IV. DESCRIPTION OF SERVICES

At the request or with the concurrence of the Mayor or the City Administrator, the Firm shall perform general 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 Mayor, City Administrator, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend regular City Council meetings, and special meetings as requested;
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

V. FEES AND COSTS

The City of Orting shall receive up to 30 hours of legal services for Seven Thousand and Five Hundred Dollars (\$7,500) per month. Charges for services in excess of 30 hours shall be pre-approved by the Mayor or his designee, or City Administrator or his designee, and charged at the rates set forth in Exhibit A. 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, and computerized legal research. The City shall not pay for attorney travel time to and from the City to attend two (2) regular City Council meetings; all other attorney travel time requested by the Mayor or his designee, or City Administrator or his designee, will be charged at the rates set forth in Exhibit A. 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. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VII. TERM

This Agreement shall be in effect April 4, 2019 through April 30, 2022, provided, that either party shall have the right to terminate this Agreement upon thirty (30) days written notice.

VIII. INSURANCE

The Firm shall maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of two million dollars per claim.


IX. INDEMNIFICATION/HOLD HARMLESS

The Firm shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents from any and all damages, claims, demands, suits, actions, costs, fines, penalties and liability of any kind, including attorneys' fees (collectively referred to as "Damages"), arising in whole or in part from any negligent acts, errors or omissions of the Firm, its officers, officials, employees, sub-consultants, and agents in the performance of this Contract. However, if any Damages are caused by or result from the concurrent negligence of the Firm, its officers, officials, employees, sub-consultants and agents, and the City, its officers, officials, employees, or agents, the Firm's liability shall be only to the extent of the Firm's negligence. The foregoing indemnity is specifically and expressly intended to constitute 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. The provisions of this Section shall survive the expiration or termination of this Contract.

CITY OF ORTING

By  _____
Joshua Penner, Mayor

INSLEE, BEST, DOEZIE & RYDER, P.S.

By  _____
Charlotte A. Archer, Attorney

By _____
Kinnon Williams, Shareholder

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, P.S.
2019 Attorney Billing Rates

Municipal Attorneys	RATES
Charlotte A. Archer	\$275
Jacob Stillwell	\$265
John W. Milne	\$350
Kinnon W. Williams	\$350
William A. Linton	\$350
Rosemary A. Larson	\$350
Dawn F. Reitan	\$350
Eric C. Frimodt	\$350
Associates, paralegals and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually. Associate rates shall not exceed the lowest Municipal partner rate.
Other firm partners	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually