

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
STUDY SESSION
JANUARY 5, 2000**

Wednesday, January 5, 2000, 6:30 p.m., 486 228th Ave. N.E., Sammamish, WA

OPEN STUDY SESSION

- 1. Discussion with City Manager: City Organization/Operations**
- 2. Review Contract for City Attorney and Prosecutor Services**
- 3. Review Contract for City Clerk Services**
- 4. Discuss Meeting Times and Office Hours**
 - a. Regular Meetings and Work Sessions**
 - b. January 29, 2000 Retreat – Start Time?**
 - c. Office Hours**
- 5. Earth Tech Presentation – Concurrency and Impact Fees**
- 6. Close Study Session**

CONTRACT FOR LEGAL SERVICES

I. PARTIES

This contract is made on this ___ day of _____, 2000 between the City of Sammamish ("City") and Kenyon Law Firm, P.S. ("Attorneys").

II. SERVICES OF THE ATTORNEYS

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Bruce Disend will serve as the City Attorney and will direct the services provided under this agreement. Simon Stocker will serve as the City's primary prosecutor.

III. QUALITY OF SERVICES

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

IV. SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution services. The City Attorney may have other attorneys employed by the Law Firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- (3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- (4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;
- (5) Attend all regular City Council meetings on an as-needed basis, unless excused

therefrom by the City Manager; and

- (6) Provide prosecution services to the City.

**V.
FEES AND COSTS**

The services identified in Section IV, subsections 1, 3, 4, and 5 shall be billed on a fixed fee basis of \$7,750.00 per month. The services identified in subsection 2 and 6 shall be billed at the Attorneys' regular hourly rates for 2000, as set forth on Exhibit A. Additional work performed under this contract shall be billed at the Attorneys' regular hourly rates. In addition, the Attorneys will charge the City ten cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, filing fees advanced and other direct expenses.

The Attorneys will not charge the City for any travel time or mileage costs incurred for trips to or from Sammamish, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Sammamish, if any, will be reimbursed at the Attorneys' then current rates and charges.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by the Attorneys. 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 statement date.

**VII.
TIME RECORDS**

The Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

**VIII.
CONTRACT PERIOD**

This contract shall take effect as of January 1, 2000 and expire on December 31, 2000, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

**IX.
INSURANCE**

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By: _____
Lee Walton, Interim City Manager

KENYON LAW FIRM, P.S.

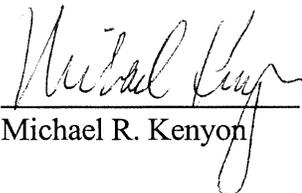
By: 
Michael R. Kenyon

Exhibit A

KENYON LAW FIRM, P.S.
HOURLY RATE SCHEDULE FOR YEAR 2000

ATTORNEYS:

Michael R. Kenyon	\$145.00
Bruce L. Disend	\$145.00
Robert F. Noe	\$135.00
Lisa M. Marshall	\$135.00
Margita A. Dornay	\$135.00
Graham P. Black	\$115.00
Anne C. Jackson	\$115.00
Sandy S. Meadowcroft	\$115.00
Elizabeth Abbott	\$115.00
Kimberly A. Walden	\$110.00
Lisa R. Podell	\$105.00
Simon Stocker	\$105.00

PARALEGALS:

Margaret C. Starkey	\$55.00
Sheryl S. Loewen	\$50.00
Pam M. Odegard	\$45.00
Shelly McKee	\$45.00
Shelly Jensen	\$45.00

**CONTRACT FOR SERVICES
City of Sammamish and Ruth Muller**

This Agreement is entered into by and between the City of Sammamish, Washington, a noncharter optional municipal code city, hereinafter referred to as "the City," and Ruth Muller, hereinafter referred to as "the Contractor," whose principal office is located at 17566 Ballinger Way N.E., Lake Forest Park, Washington 98155.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Contractor \$33.00 per hour for a maximum of 100 hours per month. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The Contractor shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing _____, 2000, and ending _____, 20__, unless sooner terminated under the provisions hereinafter specified.
4. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.
7. **Insurance.** The Contractor shall procure and maintain in full force automobile liability insurance during the term of this Agreement.
8. **Record Keeping and Reporting.**
 - A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.
 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of

any such audit or other examination performed by or on behalf of the Contractor.

- 10. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
- 11. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 14. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

Michael R. Wilson, City Manager
 City of Sammamish
 704 228th Street NE, PMB 491
 Sammamish, Washington 98053
 Phone number: (425) 898-0660

Notices to the Contractor shall be sent to the following address:

Ruth Muller
 17566 Ballinger Way
 Lake Forest Park, Washington 98155
 Phone number: (206) 363-5287

- 15. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF SAMMAMISH, WASHINGTON

RUTH MULLER

By: _____
Title: City Manager

By: _____
Title: Contractor

Date: _____

Date: _____

Approved As To Form:

Bruce L. Disend, City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following:

1. Support services in the operation of the City Clerk office.
2. Such other services as may be requested by the City Manager.

EXHIBIT B
City of Sammamish
Billing Voucher

To: City of Sammamish
704 228th Ave. NE, PMB 491
Sammamish, WA 98053
Phone: (425) 898-0660
FAX: (425) 898-0669

Contractor: _____ Telephone: () _____
Mailing Address: _____
Specific Program: _____
Contract Period: _____ Reporting Period: _____
Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____

Authorized signature

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Sammamish contract.

For Department Use Only

Approved for Payment:

_____ Date: _____

EXHIBIT C

CITY OF SAMMAMISH
704 228th Ave. NE, PMB 491
Sammamish, Washington 98053
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Sammamish, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish before or along the submittal of the first billing voucher.

Please check the appropriate category:

___ Corporation ___ Partnership ___ Government
Agency
___ Individual/Proprietor ___ Other (please explain)

TIN#: - - - - -

SS#: - - - - -

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____