

INFORMATIONAL MEMORANDUM

Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Verna Seal, MPD Board President

DATE: August 12, 2013

SUBJECT: Professional Services Contract for Legal Services

ISSUE

Tukwila Pool Metropolitan Park District – Professional Services Contract for Legal Services

FINANCIAL IMPACT

Snure Law Offices hourly rates:

\$210/Attorneys

\$95/Paralegals

BACKGROUND

The Tukwila Metropolitan Park District has been contracting for legal services since the District's inception. The most recent contract for legal services expired on June 20, 2013. A Request for Proposals (RFP) was solicited and a Selection Committee was formed. At the July 15, 2013 MPD Board meeting the Selection Committee presented their review process findings. The Committee recommended the Board authorize the Board President to negotiate a contract for legal services with Snure Law Offices, with said contract being brought back to the August MPD Board meeting for review and approval by the Board.

DISCUSSION

Contract negotiations with Snure Law Offices consisted of a contract, scope of work and fees review. Attorney Snure provided requested changes to the contract. Attachment A reflects the contract with Attorney Snure's changes. The requested changes have been reviewed by the City of Tukwila's Attorney and Risk Manager. The City's Attorney reported that changes requested are policy issues for the MPD – but are certainly reasonable. The city's Risk Manager reported on insurance coverage change requests and noted that the District will need proof of insurance coverage and would need to be notified if insurance coverage is cancelled therefore deleting the following from Paragraph 7 in the contract may not be appropriate:

“Said policy shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the District. Cancellation of the required insurance shall automatically result in termination of this Agreement.”

RECOMMENDATION

It is recommended that the MPD Board review Attorney Snure's requests and provide authorization to the Board President and Board Clerk to sign the Professional Services Contract for Legal Services with Snure Law Office.

ATTACHMENTS

A. Professional Services Contract for Legal Services – Snure Law Office

Contract No. _____

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the Tukwila Pool Metropolitan Park District, hereinafter referred to as “the District,” and Snure Law Office, PSC, hereinafter referred to as the “Contractor,” for the purpose of providing certain legal services to the District.

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

WHEREAS, the District desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore;

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by the 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.

A. Fee. The District shall pay the Contractor for services rendered within ten (10) days after Board voucher approval in the form set forth on Exhibit “B” attached hereto and incorporated herein by this reference. The District shall pay the Contractor at the hourly rate of \$210 (attorney rate) or \$95 per hour (paralegal rate), plus extraordinary expenses as set forth in Paragraph 2(B), below. The Contractor shall complete and return a W-9 Form, including Taxpayer Identification Number, to the District prior to or along with the first billing voucher submittal.

B. Extraordinary Expenses. The District will not be billed for travel time to and from Commission meetings in excess of .80 hours per meeting. Extraordinary expenses shall include court filing fees, deposition ~~and~~, other discovery costs, and substantial photocopying and postage. ~~In addition,~~ The Contractor will not charge the District ~~fifteen cents per page~~ for photocopying and facsimile, and ~~shall be reimbursed for~~ legal messenger services, computerized research charges, ~~filing fees advanced, and~~ or other nominal direct expenses.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing August 5, 2013 and ending December 31, 2014, 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 District whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor and the District agree that the Contractor is independent 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 District employees by virtue of the services provided under this Agreement. The District 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 District, its agents, and employees from and against any and all liability (including reasonable attorney fees and costs) arising from injury or death to persons or damage to property resulting ~~in whole or in part~~ from negligent acts or omissions arising out of negligent performance of professional services of by the Contractor, its agents, servants, officers, or employees under this Agreement. ~~-, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District 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 District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorneys' fees.~~

7. Insurance.

A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. ~~Said policy shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the District. Cancellation of the required insurance shall automatically result in termination of this Agreement.~~

B. In addition to the insurance provided for in Paragraph A above, if applicable, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly

through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.

C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the District within fifteen (15) days of execution 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 District to ensure proper accounting of all funds contributed by the District 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 District.

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 District 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 District upon giving the Contractor thirty (30) days written notice of the District's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the District 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 District.

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 District shall be sent to the following address:

Tukwila Pool Metropolitan Park District
6200 Southcenter Blvd.
Tukwila, WA 98188
Phone number: 206-433-1800

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

Brian K. Snure
Snure Law Office, PSC
612 South 227th St.
Des Moines, WA 98198

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, expert witness fees, and costs of suit.

Date: _____

Date: _____

TUKWILA POOL METROPOLITAN
PARK DISTRICT

SNURE LAW OFFICE, PSC

By: _____
_____, President

By: _____
Brian K. Snure

Approved As To Form:

Tukwila City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall be principally responsible for performing all legal work for the District, except where defense is provided through insurance coverage. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Contractor:

1. Review or draft contracts, resolutions, interlocal agreements, and other legal documents as requested by the District;
2. Advise the Commissioners and staff members with regard to legal matters relating to their respective duties for the District;
3. Represent the District in all lawsuits and other contested administrative proceedings commenced by or against the District, except where defense is provided exclusively through insurance coverage;
4. Consult with and advise the Commissioners and staff members in person, by telephone, e-mail, or by written memo on District business; and
5. Attend Commission meetings, staff meetings, or other meetings, as requested by the District.

EXHIBIT B

Tukwila Pool Metropolitan Park District
Billing Voucher

To: Tukwila Pool Metropolitan Park District
6200 Southcenter Blvd.
Tukwila, WA 98188
206-433-1800

Contractor: Brian K Snure, Snure Law Office
Mailing Address: 612 South 227th St., Des Moines, WA 98198

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
Tukwila Pool Metropolitan Park District contract.

For Department Use Only

Approved for Payment:

_____ Date: _____