

PROFESSIONAL SERVICES CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made by and between King County Fire District 43 (hereinafter referred to as "District ") and Joseph F. Quinn, Attorney, or a professional services corporation owned solely by Joseph F. Quinn, or a successor law firm employing Joseph F. Quinn and Eric T. Quinn, (hereinafter referred to as "Attorney") to become effective on the 1st day of January, 2018.

WHEREAS, the elected officials, executive and administrative staff of the District believe that it is in the best interest of the residents of the District to retain through a professional services contract qualified and experienced legal counsel with expertise in the areas of municipal law, employment law, discrimination, labor law, and related areas of the law, and who is qualified to meet the needs of the District ; and

WHEREAS, the District has concluded that it should share with other fire departments ideas and products of the same legal counsel, including resolutions, forms, contracts, policies and procedures while controlling legal fees and costs for professional legal services and maintaining the same high quality of service heretofore provided by the Attorney; and

WHEREAS, the Attorney is willing to reserve sufficient attorney hours devoted exclusively to the District in return for a fixed monthly legal fee payable to the Attorney by the District ; and

NOW, THEREFORE, it is hereby agreed between the parties hereto:

1. **Purpose of Agreement.** The purpose of this Professional Services Contract For Legal Services is to provide cost effective, efficient, experienced and professional legal services in an ethical manner to the District .

2. **Complete Agreement.** The Professional Services Contract For Legal Services shall be regarded as the entire expression of the parties' rights and obligations and shall constitute the complete agreement between the District and the Attorney. There are no other written or oral agreements between the parties.

3. **Independent Contractor.** The Attorney shall not be an employee of the District , but rather an independent contractor. As such, the Attorney shall be responsible for his own income tax withholding, and to pay his own FICA, state excise taxes, and all other required taxes and licenses, as well as fees payable by an employer in the State of Washington, with respect to secretarial or other staff expenses. The Attorney shall certify in writing to the District at least annually that all appropriate taxes and license fees have been paid. At the same time, the Attorney will certify his continuing good standing and completion of educational requirements with the Washington State

Bar Association. The Attorney's signature upon this agreement shall constitute certification as to these two certification requirements.

4. **Scope of Legal Services.** The Attorney shall provide legal advice and counsel to the District . The Attorney shall draft contracts, represent the District in court and at administrative hearings when feasible, shall prepare opinion letters and resolutions, shall perform education and training upon request, shall facilitate retreats, shall review any and all contracts, deeds, easements, policies, standard operating procedures and similar documents submitted by the designated representative of the District , shall advise and participate in personnel and employment decisions, and shall attend, only upon request, the meetings of the governing body, together with any and all other meetings, upon request. Except when client confidentiality requires otherwise, the Attorney may share all such work products with other fire department clients. In the event that due to extreme work load, or a need for specialized legal expertise or other similar reasons the Attorney believes a backup attorney or additional personnel are required to provide supplemental legal services, the Attorney will advise the District . Supplemental legal services may include paralegal services, research assistance, or special litigation attorneys. In the event that outside attorneys are used to provide these supplemental legal services, the Attorney shall require from such providers of supplemental legal services periodic briefings and reports as to the progress of the litigation or other project for which the supplemental legal services are required. The Attorney shall thereafter report to the client with respect to such supplemental legal services.

5. **Professional Hours.** The Attorney agrees to provide the foregoing scope of services by reserving to the District sufficient professional hours per month. "Professional Hours" are defined as the hours, and/or portions thereof, shown on the Attorney's timesheet for any month, or portion thereof, which are chargeable to the District . The Attorney shall record all hours devoted to performing any of the items included in the foregoing scope of services. Such Professional Hours shall be provided by the Attorney in consideration for monthly payment of the Fixed Fee set forth in this Agreement. In the event that the number of Professional Hours in any month exceeds the contracted amount, the excess Professional Hours shall be chargeable to the District at \$240.00 per hour for the services of Joseph F. Quinn and \$200.00 per hour for the services of Eric T. Quinn. Both of these hourly rates are lower than their usual and customary hourly rates, in consideration for this Professional Services Contract.

5A. **Carryover - Unused Dollars.** If the Professional Hours worked, multiplied by the respective hourly rates of the respective attorneys, would result in a total monthly fee less than the Fixed Fee agreed upon in paragraph 6 of the Contract, then the amount due shall be adjusted to be the Fixed Fee in this Contract. The amount of such adjustment shall be "unused dollars". It is hereby agreed that the Attorney will carry over such unused dollars to the next month, and to succeeding months if still unused, but not beyond the end of the contract term, unless the client renews the contract for an additional term. Unused and carryover dollars will be applied first to each invoice when preparing invoices in the succeeding month or months until all carryover or unused dollars are used up.

6. **Fixed Fee.** During the term of this contract, the District shall pay the Attorney the sum of \$300.00 per month (the "Fixed Fee").

7. **Term of Agreement.** The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The Agreement shall be reviewed in the last quarter of such year and may be renewed or renegotiated. Neither party to this Agreement is obligated to renew the contract, in the event that the parties are unable to agree on renegotiated terms.

8. **Time Records.** Attorney agrees to maintain detailed time records showing all chargeable Professional Hours expended pursuant to this Professional Services Contract, to the tenth of an hour, itemized by client and matter. Attorney will provide such time records, or an itemized summary thereof, monthly, to the District, showing the Professional Hours attributable to the District.

9. **Attorney to Provide.** The Attorney shall provide his own office furniture, library, computer and printer, including software, all insurance and fringe benefits, including pension, other equipment and supplies, the Attorney's telephone lines and equipment, and membership dues in organizations, including but not limited to, the Washington State Bar Association.

10. **Good Standing.** The Attorney agrees that he must remain in good standing with the Washington State Bar Association, including but not limited to, paying annual dues and participating in continuing legal education. Attorney also agrees to participate in other education and training specific to municipal law and fire departments. The Attorney will maintain familiarity with the substantive law regarding fire protection districts, regional fire authorities and fire departments, including for example attendance at state (or county) conferences of the Washington State Fire Commissioners and Fire Chiefs, as the Attorney shall decide.

11. **Professional Relationship - Attorney and Client.** It is understood and agreed that the Attorney shall maintain a professional, fiduciary relationship with the Client.

12. **Client Confidentiality.** The Attorney will adhere to the Rules of Professional Conduct (RPCs) regarding confidentiality of client information, as in the normal course.

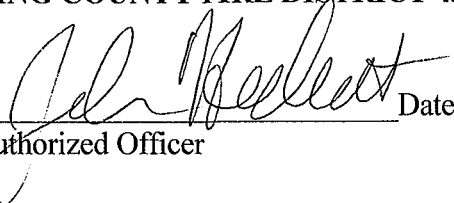
13. **Conflicts of Interest.** The Attorney shall be responsible for identifying any conflict of interest or potential therefor, and shall advise the client(s) involved in accordance with the RPCs. The engagement of other attorney services due to an actual or potential conflict shall not affect the Professional Hours, the monthly Fixed Fee, or the Professional Services Contract in any way, subject to the limitations set forth in paragraph 16 below.

14. **Client Costs.** The Attorney may advance costs or expenses on behalf of a client, recording the name of the particular client for record keeping purposes. Such costs advanced by the Attorney shall be reimbursed as set forth above and shall not be part of the Fixed Fee. The Attorney does not charge clients for copying costs, travel expenses such as tolls or ferry charges, and long distance telephone charges. However, out of pocket expenses such as those for filing fees and court reporters' fees are subject to this paragraph.

15. **Trust Account.** Attorney will maintain such appropriate trust accounts as are necessary under the RPCs. Any and all client funds in trust will be identified as to the particular client.

16. **Disputes/Arbitration.** Any and all disputes between the Attorney and Client shall be submitted to mediation and/or arbitration. If the parties do not agree to mediate their dispute, the dispute shall be arbitrated and the arbitrator's decision shall be conclusive and binding upon the parties. The District and Attorney will select a mutually agreed arbitrator, to provide mediation or arbitration service.

KING COUNTY FIRE DISTRICT 43


Dated: 12/21/17
Authorized Officer

JOSEPH F. QUINN, P.S.

Dated: _____
Joseph F. Quinn, President