



IRE RINKS NORTHWEST, LLC  
P.O. Box 133006  
The Woodlands, TX 77393  
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## **SERVICE AGREEMENT**

### **CUSTOMER:**

CITY OF OLYMPIA, WASHINGTON  
P.O. Box 1967  
Olympia, WA 98507

### **SUPPLIER:**

IRE RINKS NORTHWEST, LLC  
P.O. Box 133006  
The Woodlands, TX 77393

Together, the Customer and the Supplier shall be known herein as "Parties".

### **GENERAL REQUIREMENTS:**

The Supplier is to provide certain equipment, installation/removal services, and Management Services for an outdoor, seasonal ice rink (the "Event"); to be staged on a defined site (the "Event Site") at Isthmus Park, 529 4<sup>th</sup> Ave. W, Olympia, Washington. The term of this service proposal shall be for (2) years covering the 2022-2023 and 2023-2024 operating seasons. For the 2022-2023 operating season, to be open November 17, 2022 through January 16, 2023.

### **REQUIRED TIMING:**

Execution of Agreement to Proceed:	No later than August 19, 2022
All Required Permits Obtained, If Required:	October 1, 2022.
Site Preparation:	Completed not later than October 23, 2022.
Installation Window:	October 24, 2022 – November 16, 2022.
Open for Skating:	November 17, 2022 – January 16, 2023.
Removal Window:	No later than January 31, 2023

### **EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:**

#### **Part A. Equipment & Professional Services**

1. Professional Project Manager Assigned to the Event (advance coordination with Client, other primary vendors, timeline planning, coordination of installation, coordination of removal).
2. Pre-Event Design Services
3. Pre-Event and On-Going Professional Support Services
4. Modular Roll-Out Cooling Mat System (for 52'x100' ice surface).
5. 100-Ton Refrigeration System/Pumps/Hoses/Expansion Tank.
6. Glycol Anti-Freeze Coolant Charge (transfer pump; poly tanks).
7. Sub-Rink Vapor Barriers (as required).
8. Modular Dasher Board System (for 52'x100' ice surface)
9. Rental Ice Skates, Sharpened (350-pair). Skates will be evaluated annually and will be replaced as necessary.
10. Rubber Floor Mats for Skate Change Area (90-ea 4'x6', or 2,160-sf).

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11. 6 Skate Aids
12. Ride-On Mechanical Ice Resurfacing Machine; all related ice maintenance equipment.
13. 15 Steel-Mesh Benches for Skate Change Area
14. Service Counter; One for POS and One For Skate Rental Operation
15. General Carpentry and Finish-Out of Rink Perimeter.
16. Framed Cover Over Rink Header; Grey-Black Turf Carpet to Finish Rink Perimeter/Deck.
17. Grey-Black Turf Carpet As Perimeter Trim.
18. All Professional Supervision for Installation/Removal.
19. All General Labor for Installation/Removal.
20. Refrigeration Technician On-Call 24/7 During Entire Term.
21. Travel Expenses/PerDiem Expenses for Out-of-Town Professionals.
22. All Tools, Equipment, and Supplies for Installation/Removal.
23. All Transportation and Freight from/to Factory/Storage.
24. All Required Commercial General Liability Insurance Coverage, Commercial Automotive Insurance Coverage, Workers' Compensation Insurance Coverage.
25. Policy and Procedures training and manuals for Rink Operation
26. General training for Rink/Event Manager regarding rink operation, injury procedures and facility safety.
27. In Season adjustments to relevant updates to local health regulations as amended prior to and during season.
28. All installation items that are the responsibility of the Supplier must meet related building codes. The Supplier accepts responsibility to identify, understand and successfully complete all measures prior to the first hour of operation.

**Part B. Local Tent and Platform Rentals**

1. 66'x132'x12' Clear-Span Pavilion Tent. Includes hi-bay lighting fixtures.
2. Subfloor for Skate-Change Area, Service Counter, and Ice Resurfacer.
3. ADA Ramps "Up" to Deck, 8-Ft Width, Approx. 12-Ft Length, If Necessary. Must meet local code requirements prior to opening.
4. Hard Cassette Walls (Clear on South and East-sides, White on North and West-sides).
5. Three Sets of Glass French Doors; One for Main Entry/Exit; Two for Emergency Exit.
6. All Supervision for Set-Up and Strike.
7. All General Labor for Set-Up and Strike.
8. Travel Expenses/Per Diem Expenses for Out-of-Town Professionals.
9. All Tools, Equipment, and Supplies for Set-Up/Strike.

**Part C. Turnkey Execution, Professional Management Services, and Day-to-Day Operation**

The Supplier shall provide the total operation of the Event and facility. The facility shall be maintained by Supplier on a daily basis to fulfill this obligation. Specific inclusions:

1. General project management
2. On-site manager/asst. manager on-duty all operating hours.
3. Day-to-day operating personnel; to include cashier functions (if any), skate rental attendants, skate monitors, ice maintenance, and ice technician functions.
4. All personnel shall be screened for national criminal history and professional reference checks.
5. Operating hours shall be generally defined to be: Weekday Schooldays (M-TH), 3:30-9:00pm; Weekday Schoolday (F), 3:30-10:00pm; Saturdays, 10:00am-10:00pm; Sundays, 10:00am-8:00pm; School Break (M-TH), 10:00am-9:00pm;

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School Break (F), 10:00am-10:00pm. The final public operating hours shall be determined by mutual agreement between both Parties, not later than September 15 prior to the operating season; any change to this schedule shall be discussed and approved in writing by both Parties.

6. Staffing for private events, including sponsor parties, field trips, and charitable events, not to exceed 15 hours in total. Such events shall take place outside of public operating hours. Hours shall be determined by mutual agreement between both Parties, prior to the operating season; any change to this schedule shall be discussed and approved in writing by both Parties.
7. All periodic maintenance of the ice surface using manual, hand-held resurfacing devices and the mechanical resurfacing machine, at proper times to maintain a functional public ice rink venue.
8. All ice maintenance in relation to weather events such as rain, during the term of each operating season.
9. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
10. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, the ambient weather conditions, and the overall condition of the ice surface.
11. Daily, periodic inspection of the entire ice rink facility
12. The general monitoring of the ice surface by staff personnel in visual observation of public skaters.
13. The distribution of an admission wristband, with graphics thereon to include a consecutive-number and statement of acceptance of risk, to each and every participating skater entering the facility; general confirmation and observation that each participating skater has been issued an admission wristband affixed to their person.
14. The maintenance of Incident Reports regarding any incident on or about the ice rink venue.
15. The stocking, cleaning, and maintenance of the rental ice skates.
16. The retail sale of socks, mittens, and souvenir merchandise associated with the ice rink venue, and other retail/gift items associated with ice skating, if desired.
17. Routine confirmation of public announcements of skater information during the public operating times.
18. Appropriate holiday and carefully programmed music selections; music/announcement recording; professional announcements regarding events and sponsorships, and general entertainment.
19. All human resource functions for ice rink-specific personnel, local staff recruitment, payroll and taxation functions; worker's compensation insurance.
20. Employee uniforms
21. POS/cash register equipment; cash register supplies; online ticketing, on-site mobile ticketing, and online liability waivers.
22. Mobile service for the rink manager; email service for the rink manager.
23. Day-to-day operating supplies including towels, disinfectant for skates, etc.
24. First-aid supplies kit.
25. General housekeeping of the ice rink specific facility during operating day.
26. Text for Customer-produced signage for operating procedures and skater responsibility.
27. Liability insurance protection with Customer, other parties as may be identified by the Customer, and any rink-specific commercial sponsor, as additional insured parties;

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worker's compensation insurance, automobile liability insurance coverage.  
28. Any and all sales and use taxes, occupational taxes, and other license or fee levied upon the Supplier in regard to the operation of the venue.

**FINANCIAL TERMS**

**Part A. Equipment & Professional Services**

Total Cost \$147,619.00

Payment Terms: 40% due upon execution of agreement;  
20% due upon equipment arrival on site;  
20% due on December 1, 2022;  
20% due on December 21, 2022.

**Part B. Local Tent and Platform Rentals**

Total Cost \$87,400.00

Payment Terms: 50% due upon equipment arrival on site;  
50% due upon completion of install.

**Part C. Turnkey Execution, Professional Management Services, and Day-to-Day Operation**

Total Cost \$129,916.00

Payment Terms: Deducted from Revenue. If applicable, any deficit will be due, and payable to IRE no later than January 31, 2023.

The total cost of Part A, B & C may be amended for the 2023-2024 season, up to and not to exceed, the annual percentage increase of the Seattle-Tacoma-Bellevue Consumer Price Index (C.P.I) for the year ending in the month of June 2023.

1. Gross Revenue Handling/Audit Trail
1. Event revenues to be retained by Supplier in Event-dedicated bank account, with various ticket sale audit materials available for inspection by the Customer, including consecutively-numbered wristbands, POS/cash register detail report, credit card reports, bank statements, and on-line POS monitoring.
2. Daily business report provided to the Customer; Gross sales revenues and attendance statistics shall be included, for each business day, and a cumulative report season-long.
3. Eighty-five percent (85%) of sock/mitten sales to be retained by Supplier.
4. Fifteen percent (15%) of Customer provided merchandise sales to be retained by Supplier.
5. Gross revenues, less Part C costs, less applicable sales tax, less credit-card processing fees, Waiver / Reservation Fees, less 4% insurance fee, shall be delivered to the Customer in two installments— December 31, 2022, and January 25, 2023.

**CUSTOMER RESPONSIBILITIES:**

2. 3-phase, 480-volt, 400-600-amps continuous power source for refrigeration; electrical connection from the chiller to the power source; 110-volt power for installation tools, cash register, rink-side kiosk operation, and resurfacer recharging. All electric distribution at Event Site, as required.
3. A level site required for footprint of ice surface; created by installation of a temporary sandbox or the pre-season leveling of the crushed marble, to the Supplier's specifications.
4. Continuous water supply available immediately adjacent to the Event Site.
5. Reserved location for the refrigeration trailer beside "non-public-end" of the Event Site.
6. Special-effects lighting as desired; holiday décor/holiday lighting, as desired.
7. Portable sound/P.A. system, installed/removed.
8. Secure, high-speed wireless internet access.
9. General overnight security presence/observation of ice rink facility. Overnight security will be contracted between 10pm and 8am beginning November 16, 2022 and conclude January 17, 2023.
10. Coordination of all permits and licenses, if required; architectural/engineering drawings, if required by building permit or coastal permit agencies.
11. Any and all barricades, fencing, and other requirements to conform to local codes or to demands by local, county, or state authorities.
12. Identified parking in close proximity to the rink for Supplier's personnel.
13. Trash bins; daily disposal and maintenance during the Event.
14. General trash/refuse removal following the installation and removal of the equipment, provided the Supplier will accept responsibility for any waste as a result of incorrect or spoiled equipment delivered to the site.
15. Any and all sales and use taxes and any other local license or local fee levied upon the Supplier regarding execution of the event and an agreement.
16. Landmark signing and directional signing to brand the event, and provide for easy location of the event by users.
17. Operational signing and liability-related signing, to match the branding or style of the total event.
18. All P.R./marketing/promotional components to drive attendance and public attention to the event.
19. The confirmation, if desired, of commercial sponsorships in support of the event. All commercial sponsorship proceeds to the Customer; all costs of sponsorship activation, branding, graphics by the Customer. The confirmation of media/print/radio/television media sponsorships in support of the Event, as desired.
20. Up to eight(8) hours of meeting room space at The Olympia Center for meetings exclusive to the needs of Ice Rink Events. The hours must be during regular building hours and are available between September 1, 2022 and January 31, 2023. Any additional hours will be charged at the standard meeting room rates offered by the City.
21. Group and field trip reservation management; daily monitoring and follow-up to book group reservations, as required to serve the Customer's users. Dates, times, and advance notice procedures acceptable to both parties will be identified prior to commencement of the acceptance of reservations.

**TERMS AND CONDITIONS:**

1. **OWNERSHIP AND ENCUMBRANCES.** Title to and ownership of the equipment provided by the CUSTOMER herein is and shall at all times remain in the ownership of the CUSTOMER or its third-party suppliers, and SUPPLIER shall have no right, title or interest therein. Title to and ownership of the Equipment provided by the SUPPLIER herein and brought by the SUPPLIER onto the Property is and shall at all times remain in the ownership of the SUPPLIER, and CUSTOMER or Property owner shall have no right, title or interest therein. The respective CUSTOMER and SUPPLIER shall keep the other party's equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give the other party prompt notice of any attachment or judicial process affecting the Event site, and/or the Equipment delivered to the Event site by the SUPPLIER or the SUPPLIER's sub-contractors.
2. **USE AND MAINTENANCE.** The SUPPLIER shall be solely responsible for the use and maintenance of the SUPPLIER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the SUPPLIER; the SUPPLIER shall not use, operate, maintain, or store the SUPPLIER-provided Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER shall be solely responsible for the use and maintenance of the CUSTOMER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the CUSTOMER; the SUPPLIER shall not use, operate, maintain, or store the CUSTOMER-provided equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER and the SUPPLIER shall not alter the Event-related equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any such graphics that the CUSTOMER shall attach to the SUPPLIER'S dasher boards, ice resurfacers, or other Equipment shall be of the proper specification to be removed upon the conclusion of the Event; if not removed, the CUSTOMER shall be liable for the costs for the SUPPLIER to remove such graphics, or for the costs to replace such dasher board facings if such graphics cannot be sufficiently removed for dasher board re-use by others. If there shall be damage to any SUPPLIER Equipment due to power surges, irregular power supply, or power failures, the CUSTOMER shall be liable for any cost to repair or replace such Equipment.
3. **DAMAGE OR LOSS OF EQUIPMENT.** The CUSTOMER shall not be liable to the SUPPLIER in case of any loss or damage to the SUPPLIER-provided Equipment in existence at the Event site, including loss caused by fire, theft, natural disaster, terrorism, or other damage which occurs while the Equipment required herein is in existence on the Property, except in the case of any power surge, irregular power supply, or power supply as stated above herein. The SUPPLIER shall not be liable to the CUSTOMER in case of any loss or damage to the CUSTOMER provided equipment in existence at the Property, including loss caused by fire, theft, natural disaster, terrorism, or any other damage.
4. **INDEMNIFICATION.** To the fullest extent permitted by law, the SUPPLIER shall indemnify, defend and hold harmless the CUSTOMER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the SUPPLIER's performance or lack of

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performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any actual or alleged negligent or willful act or omission of the SUPPLIER, the SUPPLIER'S employees, agents, assigns, sub-contractors, or any third party that is directly or indirectly employed by the SUPPLIER or anyone for whose acts the SUPPLIER may be liable pursuant to the performance of its Agreement with the CUSTOMER. It is specifically and expressly understood that the indemnification provided herein constitutes the SUPPLIER'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend and hold harmless the SUPPLIER against any claim, demand, damage, loss, expense, or including but not limited to attorneys' fees arising out of or any way connected to the CUSTOMER's performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, or liability (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any actual negligent or willful act or omission of the CUSTOMER, CUSTOMER'S employees, or officials.

5. **INSURANCE MAINTAINED AND ASSUMPTION OF RISK BY THE SUPPLIER.** The SUPPLIER assumes all risk and liability for the public use of the Event Site required herein by the CUSTOMER'S invitees, participating skaters, spectators, officers, employees, agents, representatives, and all other persons. And for all personal injuries and property damages arising therefrom or incidental thereto, in relation to the placement and existence of the SUPPLIER-provided equipment, facilities, and personnel, and for any and all work by third party vendors contracted by the SUPPLIER.

The SUPPLIER shall maintain, at the SUPPLIERS expense, Commercial General Liability insurance coverage in such amounts as is necessary to protect the SUPPLIER and CUSTOMER against claims for personal and property damage arising out of this Agreement, with - \$1,000,000 per occurrence, and \$5,000,000- aggregate, and shall provide evidence of such insurance coverage in the form of a Certificate of Insurance and endorsement naming the City of Olympia as an additional insured party, using ISO endorsement form GC 2026, or coverage at least as broad; such Certificate of Insurance and amendatory endorsement(s) shall be delivered to the Customer no later than November 1, 2022. The provisions of this paragraph shall survive the termination of this agreement.

6. **ASSUMPTION OF RISK BY THE CUSTOMER.** The CUSTOMER assumes all risk and liability for the CUSTOMER's, or any third-party contractor equipment and work required herein when performed or supervised by the CUSTOMER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the CUSTOMER, and for all personal injuries and property damages arising therefrom or incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement.

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7. **WARRANTY.** The SUPPLIER makes no warranties, express or implied, regarding the merchantability and fitness of the Equipment for any particular purpose, except as is defined within this Agreement. No agreement varying or extending the foregoing warranties, remedies, or any other limitation herein will be binding upon the SUPPLIER unless in writing, signed by a duly authorized officer of the SUPPLIER. Under no circumstances shall the SUPPLIER be held liable for any special, indirect, incidental, or consequential damages. The SUPPLIER hereby informs the CUSTOMER that acts of God, power failures, acts of terrorism, and/or vandalism to the SUPPLIER'S Equipment may cause the melting of the ice surface or portions thereof and/or damage to the ice surface, and the closing of the Event. The SUPPLIER hereby informs the CUSTOMER that above-average daytime temperatures, direct sun, and warm, windy conditions may cause melting of the ice surface for any temporary ice rink; the SUPPLIER shall work to minimize the negative effects of such conditions, if applicable.
8. **SEVERABILITY AND ENFORCEABILITY.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent that such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
9. **INDEPENDENT CONTRACTORS.** It is understood and agreed that each of the parties hereto is an Independent Contractor engaged in the operation of its own respective business and that neither party shall be considered to be an agent of the other party for any person and any purpose whatsoever, except as otherwise expressly stated in this Agreement.
10. **EXCLUSIVE TERRITORY.** The SUPPLIER hereby designates Thurston County, Washington as the CUSTOMER'S exclusive area (the Exclusive Area). The SUPPLIER will not, during the term of this Agreement, provide management services to any other supplier, or establish any company-owned Event, within the Exclusive Area, except where the Supplier has acquired the written permission of the Customer.
11. **AMENDMENTS.** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto. Increased costs specifically allowable for the 2023-2024 season in the FINANCIAL TERMS section of this Agreement may be authorized in writing on behalf of the CUSTOMER by the City of Olympia City Manager or designee.
12. **NOTICES.** All notices, requests and demands shall be given in writing and shall be deemed to have been given to or made upon the respective parties hereto, when delivered by registered or certified mail, return receipt requested, addressed to any party hereto at its address shown herein.



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13. TAXES AND FEES. CUSTOMER shall pay all personal property taxes, local license fees and registration fees which may now or hereafter be imposed upon the possession, lease or use of the equipment required herein.
14. ASSIGNMENT. SUPPLIER may assign this Agreement, or any of its rights or obligations hereunder, upon written notice to the other party.
15. GOVERNING AUTHORITY. This Agreement shall be governed by and construed and enforced in accordance with the laws of the County of Thurston, the State of Washington and the United States of America.
16. EQUAL OPPORTUNITY EMPLOYER.
  - A. In all SUPPLIER services, programs or activities, and all SUPPLIER hiring and employment made possible by or resulting from the Agreement, there shall be no unlawful discrimination by SUPPLIER or by SUPPLIER'S employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

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. SUPPLIER shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the CUSTOMER and, in the case of the SUPPLIER'S breach, may result in ineligibility for further agreements with the City of Olympia.
  - B. In the event of SUPPLIER'S noncompliance or refusal to comply with the above nondiscrimination plan, this SUPPLIER may be rescinded, canceled, or terminated in whole or in part, and the SUPPLIER may be declared ineligible for further contracts with the CUSTOMER. The SUPPLIER, shall, however, be given reasonable time in which to correct this noncompliance.
  - C. To assist the CUSTOMER in determining compliance with the foregoing nondiscrimination requirements, SUPPLIER must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit A. Because the contract amount exceeds \$50,000, the SUPPLIER shall execute the attached Equal Benefits Declaration – Exhibit B.
17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations

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(except those written representations expressly incorporated in this Agreement). This Agreement shall be binding and inure to the benefit of the parties, their successors, or their assigns.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CUSTOMER:  
CITY OF OLYMPIA, WASHINGTON

SUPPLIER:  
IRE RINKS NORTHWEST, LLC

\_\_\_\_\_  
Steven J. Burney  
City Manager

Evan Cadwell  
\_\_\_\_\_  
Evan Cadwell  
General Manager

Approved as to Form:

  
Deputy City Attorney