

Subject: Resolution #816 Authorizing
Execution of Legal Services
Agreement with Hillis Clark
Martin & Peterson PS

Proposed Council Action:

Pass Resolution #816.

Dept. Origin: City Attorney's Office

Prepared by: Jennifer Robertson
City Attorney's Office

For Agenda of: November 18, 2025

Exhibits: Resolution #816 with
attached agreement

Initial & Date

Concurred by Mayor: _____

Approved/form by City Atty: JSR/11-11-25

Approved by _____ Director: _____

Approved by Department Head: _____

INFORMATION / BACKGROUND

The City is in need of environmental legal services to work with the Point Ruston, LLC Receiver, the Developers who are developing the Point Ruston Project, the Environmental Protection Agency and the Department of Ecology to ensure that the remediation issues are properly addressed and the City protected. The Ruston City Attorney's Office recommends hiring of specialized legal counsel to advise and assist the City on this issue. [Andy Rigel](#) is from the firm Hillis Clark Martin & Peterson, PS ("HCMP") limits his practice to environmental law and real estate with environmental issues. He is very experienced in working for both cities and private parties on cleanup issues. There are also other experienced attorneys at HCMP that also specialize in this type of work, including Allyson Bazan who was previously with the Dept. of Ecology.

Mr. Rigel has submitted to the City his standard legal services agreement for approval. This agreement is a very typical legal services fee agreement. Mr. Rigel's hourly fee is discounted at 10% to \$616 per hour, his colleague, Allyson Bazan's discounted rate is \$472 per hour. Under the agreement, the City is required to pay invoices within 30 days of receipt. The City can cancel the agreement at any time and will only be required to pay for services rendered through the cancelation date. The agreement is attached to Resolution #816.

Authorizing this contract will allow HCMP to provide the City of Ruston with these specialized legal services for the remediation and real estate issues.

FISCAL CONSIDERATION

Authorizing the agreement makes the City responsible for payment of the legal fees and costs incurred until the work is completed or the services canceled.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Pass Resolution #816.

MOTION: I move to approve Resolution # 816 authorizing the Mayor to execute the legal services agreement with Hillis Clark Martin & Peterson, PS.

RESOLUTION NO. 816

A RESOLUTION OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT WITH HILLIS CLARK MARTIN & PETERSON, PS FOR LEGAL SERVICES.

WHEREAS, The City is in need of environmental legal services to work with the Point Ruston, LLC Receiver, the Developers who are developing the Point Ruston Project, the Environmental Protection Agency and the Department of Ecology to ensure that the remediation issues are properly addressed and the City protected; and

WHEREAS, the Ruston City Attorney's Office recommends hiring of specialized legal counsel to advise and assist the City on this issue; and

WHEREAS, Andy Rigel is from the firm Hillis Clark Martin & Peterson, PS ("HCMP") limits his practice to environmental law and real estate with environmental issues and is very experienced in working for both cities and private parties on cleanup issues. In addition, there are other attorneys at HCMP that also have this specialty and can assist in serving Ruston; and

WHEREAS, the City Council finds it in the best interests of Ruston to enter into a legal services agreement with HCMP for these services; **NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS
FOLLOWS:**

Section 1. Agreement Authorized. The City Council hereby authorizes the Mayor to execute the Legal Services Agreement with Hillis Clark Martin & Peterson, PS, in the form attached hereto as **Exhibit "1."**

PASSED by the City Council of the City of Ruston, signed by the Mayor and attested by the City Clerk in authentication of such passage on this 18th day of November, 2025.

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Mario Ortega, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: 816

EXHIBIT “1”

Legal Services Agreement with Hillis Clark Martin & Peterson, PS

November 10, 2025

Via Email (jrobertson@insleebest.com)

Jennifer Robertson
City of Ruston Attorney
Skyline Tower, Suite 1500
10900 NE 4th Street
Bellevue, WA 98004

Re: *Legal Services Agreement*

Dear Jennifer:

Thank you for engaging Hillis Clark Martin & Peterson. We are pleased you're your client, the City of Ruston, (the "City") has selected us, and we look forward to working with you.

The purpose of this letter, including the attachment, is to ensure that both we and the City have a clear understanding of the nature and terms of our representation. This letter will detail important aspects of our relationship.

A. Scope of Work

The City has engaged us to perform the following services:

Provide environmental advice on two proposed property transfers within the Point Ruston project.

This is a general description of our scope of work. It is important that we keep an ongoing dialogue about the services the City wants us to perform as we move forward. Any additional work that we may perform at the City's request will also be governed by the terms of this letter.

B. Staffing, Fees, and Charges

I will be the City's primary contact at the firm with respect to this matter. My current hourly rate is \$685; however, consistent with HCMP's standard discount for municipal clients, we are pleased to offer the City a 10% reduction off our standard fees. Therefore, my hourly rate will be \$616.

Jennifer Robertson
November 10, 2025
Page 2 of 6

We generally work on matters as a team in order to provide the most effective and efficient representation. In addition to me, I currently anticipate involving the following attorney in this matter:

<u>Professional</u>	<u>10% Discounted Hourly Rate</u>
<u>Allyson Bazan</u>	<u>\$472</u>

As appropriate, we may, in the future, involve professionals not listed above. Also, please note that we periodically adjust each professional's hourly rates based on changes in his or her level of experience and other factors.

As a general matter, we bill for our services on an hourly basis. If the opportunity arises for us to perform discrete tasks for which we can reasonably anticipate the time involved, we would be willing to consider a fixed fee or a not-to-exceed arrangement. Unless we have a separate written agreement with respect to such an arrangement, however, we will bill our fees on an hourly basis.

In addition to fees for our services, we pass along certain hard costs incurred in connection with our work for the City. These include charges for photocopies (\$0.10 per page) and filing fees, courier's charges, publication charges, court reporter and transcription fees, international telephone calls, and other similar out-of-pocket expenses. These costs will appear separately on our billing statements.

We will bill the City for fees and expenses on a monthly basis, and, by your signature below, the City agrees to make timely payment for our services regardless of outcome. All bills will be emailed to the email address you specify unless you request an alternate means of delivery. Payment is due within 30 days of receipt, and we charge a monthly late fee of one percent of the unpaid balance on bills that are past due.

C. Additional Terms

Attached to this letter are additional terms that will govern our engagement. Please review them carefully.

If you have any questions about this letter or the attachment, please do not hesitate to contact me. If these terms are satisfactory, please sign this letter in the space provided below and return a signed copy to me by personal delivery, mail, email PDF, or fax, whichever is most convenient.

Jennifer Robertson
November 10, 2025
Page 3 of 6

Thank you again for selecting our firm. We look forward to working with you.

Very truly yours,

Hillis Clark Martin & Peterson P.S.

By Andy F. Rigel

Agreed and Accepted:

CITY OF RUSTON

By: _____

Its: _____

ND: 90000.002 4911-5905-4712v1

Additional Terms of Engagement

1. Identity of Client

Our client in this engagement is the City of Ruston (the “City”). If the City has any affiliates, please note that the City is our firm’s only client unless and until we enter into a separate written agreement with other affiliates. This also applies to the City’s directors, officers, employees, shareholders, members, partners, and other persons associated with it. As a result, we do not view our work on behalf of the City to give rise to a conflict of interest if our firm’s other clients are adverse to any of the affiliates or other persons identified above. If you have a different view, please let us know before signing this letter.

2. Use of Client Name

Unless the City directs otherwise, we may, at our discretion, list the City as a client of the firm in marketing materials, including our webpage. In no circumstance will we disclose the City’s confidential information (although, unless the City directs otherwise, we may mention publicly available information, such as transaction closings or court proceedings).

3. Scope of Services

Our firm provides only legal services. We do not provide investment, accounting, valuation, personal relationship, or other forms of non-legal advice, and we ask that the City not rely on us for it. If the City needs advice or assistance in other areas, please do not hesitate to ask us. We are happy to help the City find the right professional for the situation.

4. Conflicts of Interest

On occasion, clients of our firm may have interests that are adverse to one another. In order to protect our ability to represent the City as well as the ability to assist other clients, we work through potential conflicts with our clients. The City plays an important role in this process. We depend on the City to help us identify, now and into the future, persons or entities that may have a position that is directly adverse to the City.

We are not aware of any conflicts between the City and any of our firm’s other clients at this time.

If the City or we learn about a potential conflict in the future, it is possible that we may ask the City to assist us in waiving that conflict. We ask that the City be open to considering a reasonable request for a waiver of the conflict. We will seek a waiver only where the applicable rules of professional conduct permit it, and only when we have independently concluded that our work for the other client will not adversely affect our ability to represent the City and that our obligation to protect the City’s confidential information will not be compromised.

5. Communications and the Attorney-Client Privilege

Unless you instruct us otherwise, we will send all correspondence and billing statements relating to our representation to you at the email address noted on Page 1. We expect to communicate with you and others associated with the City through email and facsimile in addition to letters, telephone calls, and personal conversation. As you are aware, electronic data security is a constantly evolving field. We do our best to use reasonable practices to ensure the security of our communications with the City, and we ask that you do the same. But it is important that you recognize that any use of electronic communications entails inherent risks related to data security.

The attorney-client privilege may protect your communications (as well as those of others who may communicate with us on behalf of the City) from disclosure to third parties. Thus, it is important that the City communicate with us in a manner that reasonably protects the confidentiality of the information we are sharing. Please refrain from copying or including third parties in emails intended to seek legal advice from us, or from forwarding messages from us containing legal advice to others outside the City. Also, please be cautious when using electronic devices that may be accessed by others (such as desktop computers in a public library, a shared computer at home, or internet hotspots), and be sensitive when communicating in public places by mobile phone.

6. Corporate Transparency Act/Beneficial Ownership Reporting

Our representation may involve the formation of one or more corporations, limited liability companies, partnerships, or other entities that may require you to comply with the Corporate Transparency Act (“CTA”) through filing a beneficial ownership information (“BOI”) report with the Financial Crimes Enforcement Network (“FinCEN”). Your CTA compliance, including filing an initial BOI report and reporting any changes in beneficial ownership from time to time, is not within the scope of this engagement and is solely your responsibility unless we agree otherwise in writing. As part of our representation, we may provide you with information regarding third parties who can assist you with CTA compliance. However, you have sole responsibility for your CTA compliance, including BOI reporting requirements and the collection of relevant ownership information. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>.

7. Termination of Representation

We serve at the City’s pleasure, and the City may terminate our services at any time and for any reason. If the City decides to do so, however, we ask that you notify us in writing so that there is no confusion about its decision. Please note that the City will remain obligated to pay for services rendered and costs incurred through the date of termination even if it decides to terminate our representation.

While we hope it will not be the case, there may be circumstances in which it will be necessary for us to withdraw from this representation. Among other things, these circumstances may include a failure to pay fees and costs in a timely manner; the failure to disclose material facts regarding the representation; conflicts of interest with other clients; and action taken contrary to our advice. If it becomes necessary for us to terminate our representation, we will notify the City promptly in writing.

Otherwise, our representation will terminate upon completion of the work for which the City has hired us. After termination, we will not have any further obligation to advise the City concerning subsequent legal developments affecting the City or this matter unless and until we agree to new representation in a separate letter agreement.

8. Retention and Disposal of Documents

At the conclusion of our work, we will ask the City for directions regarding the treatment of original documents and tangible things remaining in our possession. If the City does not respond to our request within a reasonable period, we may destroy or dispose of those materials.

If the City would like copies of any documents received or prepared by us in connection with our work for the City, please do not hesitate to ask. We would be happy to provide them so long as they are in our possession. Please note that internal documents created during the course of our representation, including internal emails, administrative documents, and attorney work product, will remain property of our law firm even if we provide the City with copies. For your information, it is our firm's policy to retain documents (including electronic documents) for five years, after which they may be destroyed, except for certain categories of records, such as original wills, promissory notes, stock certificates, and records subject to specific legal requirements.