RESOLUTION NO. <u>779</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH INSLEE BEST DOEZIE & RYDER, P.C. FOR CITY ATTORNEY SERVICES.

WHEREAS, Ruston entered into a legal services agreement with Inslee Best Doezie & Ryder, P.C. ("Inslee Best") for City Attorney services on June 1, 2021 (hereinafter "Agreement"); and

WHEREAS, the Agreement expires on December 31, 2023 but automatically renews for one-year terms; and

WHEREAS, Inslee Best has increased its fees for services since the Agreement was first executed by the parties. Since that time, the City Attorney's current hourly rate for other municipal clients has increased to $295 per hour with a rate of $475 per hour for private clients; and

WHEREAS, with the expiration of the Agreement, it is timely to update the rates so that the Ruston contract is the same as rates charged to other cities served by the current City Attorney Jennifer Robertson ($295 per hour municipal rate); and

WHEREAS, the attached first amendment updates the rates which will be effective January 1, 2024; **NOW, THEREFORE,**

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

Section 1. Authorization to Execute Amendment to Legal Services Agreement. The Mayor is hereby authorized to execute the First Amendment to the Legal Services Agreement in substantially the form attached to this Resolution as Exhibit "1".

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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 21st November, 2023.

Bruce Hopkins, Mayor

ATTEST:

Judy Grams
City Clerk/Treasurer

FILED WITH THE CITY CLERK:_____
PASSED BY THE CITY COUNCIL:_____
RESOLUTION NO:____779_____

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Exhibit "1" to Resolution No. 779

FIRST AMENDMENT TO

LEGAL SERVICES AGREEMENT

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT BETWEEN CITY OF RUSTON AND INSLEE BEST DOEZIE & RYDER, P.C.

THIS FIRST AMENDMENT to the Legal Services Agreement (**"First Amendment"** or **"Amendment"**), dated as of the later of the signature dates below (the **"Effective Date"**), is by and between **CITY OF RUSTON**, a Washington municipal corporation, having its principal place of business at 5219 N. Shirley Street, Ruston, Washington 98407 (hereinafter **"City"**), and **INSLEE BEST DOEZIE & RYDER, P.C.**, a Washington professional service corporation, having its principal place of business at 10900 N.E. 4th Street, Suite 1500, Bellevue WA 98004 (**"Firm"**) (individually a **"Party"** and collectively the **"Parties"**).

RECITALS:

WHEREAS, the Parties entered into a Legal Services Agreement on June 1, 2021 (hereinafter **"Agreement"**) for purposes of allowing Firm to perform City Attorney services for the City; and

WHEREAS, the Agreement expires on December 31, 2023 but automatically renews for one-year terms; and

WHEREAS, the Firm has increased its fees for services since 2021 and desires to bring the Ruston contract up to date with the current attorneys' fees rates;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT:

1. **Section IV Fees and Costs.** Section IV of the Agreement is hereby replaced by the following new Section IV:
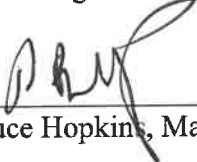
IV. FEES AND COSTS

The legal services shall be billed at the hourly rates set forth on Exhibit A. The rates attached as Exhibit A are fixed until December 31, 2024, after which time, they may be increased with sixty (60) days' written notice by Firm. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City's behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses, and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

2. **Rate Effective Date.** The new rates set forth in Paragraph 1 above (new Section IV) shall take effect on January 1, 2024.

3. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

4. **Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY: **FIRM:**

CITY OF RUSTON,   **INSLEE BEST DOEZIE & RYDER, P.C.**
a Washington municipal corporation   a Washington professional service corporation

_____   _____
Bruce Hopkins, Mayor   Jennifer S. Robertson, Ruston City Attorney

Date: 11-21-2023   Date: October 20, 2023

ATTEST:

_____
Judy Grams, City Clerk

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, PS
2024 Attorney Billing Rates for Ruston

ATTORNEYS	HOURLY RATES
Jennifer Robertson	$ 295
Curtis Chambers	$ 295
Charlotte Archer	$ 295
Kay Brossard	$ 295
Chris Pirnke	$ 295
Dawn Reitan	$ 295
Other municipal group partners (if added)	$ 295
Municipal associates	$ 230
Other firm partners	10% less than regular firm rates, rounded to next lowest $5 increment, adjusted annually
Fees charged to other parties (i.e., developers, franchisees, etc.)	Regular firm rates, adjusted annually