

**Subject:** Resolution #710 Authorizing Execution of Legal Services Agreement with Pacifica Law Group

**Proposed Council Action:**

Pass Resolution #710.

**Dept. Origin:** City Attorney's Office

**Prepared by:** Jennifer Robertson  
 City Attorney's Office

**For Agenda of:** May 5, 2020

**Exhibits:** Resolution #710 with attached fee agreement

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved/form by City Atty:** JSR/4-29-20

**Approved by \_\_\_\_\_ Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

**INFORMATION / BACKGROUND**

The City was recently served with a declaratory judgment lawsuit brought by Point Ruston and some of its subsidiaries. In order to defend this lawsuit, the Ruston City Attorney's Office recommends hiring of specialized legal counsel to represent the City on this issue. Matt Segal of the firm Pacific Law Group is an experienced litigator on behalf of cities.

Mr. Segal has submitted to the City his standard legal services agreement for approval. This agreement is a very typical legal services fee agreement. Mr. Segal's discounted hourly fee is \$395 per hour with partners having rates ranging from \$310 to 375 per hour and associates having rates that range from \$235 to \$285 per hour. The agreement is attached to Resolution #710.

Authorizing this contract will allow Pacifica Law Group to provide the City of Ruston with litigation services for this case and any other matters the City may refer to them in the future.

**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.

**RECOMMENDATION / MOTION**

Pass Resolution #710.

**MOTION:** I move to approve Resolution #710 authorizing the Mayor to execute the legal services agreement with Pacifica Law Group.

**RESOLUTION NO. 710**

**A RESOLUTION OF THE CITY OF RUSTON,  
WASHINGTON, AUTHORIZING MAYOR TO EXECUTE A  
FEE AGREEMENT WITH PACIFICA LAW GROUP FOR  
LEGAL SERVICES.**

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WHEREAS, the City was recently served with a declaratory judgment lawsuit which needs defending; and

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

WHEREAS, the City Council finds it in the best interests of Ruston to enter into a legal services agreement with Pacifica Law Group 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 Pacifica Law Group, 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 5th day of May, 2020.

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Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: 710

**EXHIBIT “1”**

**Legal Services Agreement  
with  
Joyce Ziker Parkinson PLLC**



T 206.245.1700  
1191 Second Avenue, Suite 2000  
Seattle, WA 98101-2945  
[pacificallawgroup.com](http://pacificallawgroup.com)

Matthew J. Segal  
[matthew.segal@pacificallawgroup.com](mailto:matthew.segal@pacificallawgroup.com)

April 28, 2020

Via Email: [bruceh@rustonwa.org](mailto:bruceh@rustonwa.org)

City of Ruston  
c/o Mayor Bruce Hopkins

**Re: Legal Representation**

Dear Mayor Hopkins:

Thank you for selecting Pacifica Law Group LLP to represent the City of Ruston (“City”) to defend the litigation brought by PR Retail, LLC, et al. This letter will also apply to any additional matters that we undertake at your request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I will have primary oversight for Pacifica Law Group’s representation of the City and would assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My discounted hourly rate for this work will be \$395. This rate reflects the discount off standard rates we customarily offer public and not-for-profit clients. Other partners have rates ranging from \$310-\$375 per hour, and associates have rates ranging from \$235 to \$285. Depending on the nature of the work required (for example, certain research or drafting), it may be efficient for a junior partner or associate to assist with our defense.

Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We do not charge for costs incurred internally (photocopying, long distance telephone charges, electronic legal research services and the like). However, to the extent we incur costs from outside vendors directly related to your work, these costs will be passed through to you without mark-up. We issue invoices for our fees and any disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. You can reach me at the office at 206.245.1718, or on my mobile at 206-225-6138.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records and the

information you have provided regarding adverse or potentially adverse parties, the representation of the City on this initial matter does not create a conflict of interest for Pacifica Law Group.

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of the City does not include acting as counsel for any entity in which the City holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

During our representation of you, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between client and attorney and that an attorney's consultation with its counsel may not be privileged, unless the attorney either withdraws from the representation of the client or obtains the client's consent to consult with its counsel.

We believe that it is in our client's interests, as well as Pacifica Law Group's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

This letter confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to the City. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at the City's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Pacifica Law Group.

City of Ruston  
April 30, 2020  
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Sincerely yours,

PACIFICA LAW GROUP LLP

By: Matthew J. Segal

ACCEPTED AND AGREED:

City of Ruston

Bruce Hopkins  
Mayor

Date: \_\_\_\_\_