

Subject: Resolution #727 Authorizing Execution of Legal Services Agreement with Inslee Best Doezie & Ryder, PS

Dept. Origin: City Attorney's Office

Prepared by: Jennifer Robertson
 City Attorney's Office

For Agenda of: June 1, 2021

Exhibits: Resolution #727 with attached agreement

Proposed Council Action:

Pass Resolution #727.

Concurred by Mayor: _____

Initial & Date

Approved/form by City Atty: JSR/5-20-21

Approved by _____ Director: _____

Approved by Department Head: _____

INFORMATION / BACKGROUND

The current City Attorney, Jennifer Robertson, has long served as general counsel for Ruston. She recently left her prior law firm of Northwest Urban Law, PLLC and joined the firm Inslee Best Doezie & Ryder PS. Therefore, a new contract is needed for Ruston to continue to receive these services. In addition, Inslee Best Doezie & Ryder also provides a broader range of legal services which will allow the City to consolidate its legal services to one firm.

The proposed agreement is attached to Resolution #727 and is terminable on 60-days' notice by either party. The agreement is a blend of a flat fee agreement and an hourly agreement. The flat fee remains unchanged since 2015 which is \$5,000 per month for up to 25 hours of legal work by Ms. Robertson. Any hours over the 25-hour maximum under the flat fee or non-routine work will be compensated at the rate of \$225 per hour. Any work billed through to third parties will be compensated at the rate of \$350 per hour.

Given that Ms. Robertson's rates have not changed since February of 2015, there is a 3 percent inflator built into the agreement that will automatically take effect each January 1st.

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 #727.

MOTION: I move to approve Resolution #727 authorizing the Mayor to execute the legal services agreement with Inslee Best Doezie & Ryder, PS.

RESOLUTION NO. 727

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR CITY ATTORNEY SERVICES WITH INSLEE, BEST, DOEZIE & RYDER, PS.

WHEREAS, the City has an on-going need for routine legal services, and it is the City's practice is to hire an outside consultant to provide these services and to serve the role of "City Attorney"; and

WHEREAS, the City has long been served by Jennifer S. Robertson and had a contract for her services with Northwest Urban Law, PLLC; and

WHEREAS, Jennifer S. Robertson has now moved to Inslee, Best, Doezie & Ryder, PS and a new contract is therefore needed for Ruston to continue to receive these services; and

WHEREAS, Inslee, Best, Doezie & Ryder, PS also provides a broader range of legal services which will allow the City to consolidate its legal services to one firm; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the Legal Services Contract between the City of Ruston and Inslee, Best, Doezie & Ryder, PS in substantially the form attached to this Resolution as Exhibit "1".

RESOLVED this 1st day of June, 2021.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: 727

EXHIBIT “1”

LEGAL SERVICES AGREEMENT

WITH

INSLEE BEST DOEZIE & RYDER, PS

**LEGAL SERVICES AGREEMENT
CITY ATTORNEY**

This Agreement is entered into by and between the City of Ruston, hereinafter referred to as the "City" and the law firm Inslee Best Doezie & Ryder, PS hereinafter referred to as the "the Firm."

I. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the Mayor or designee. Jennifer S. Robertson, or an attorney of the Firm approved by the Mayor, will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement.

II. QUALITY OF SERVICES

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

III. DESCRIPTION AND DELIVERY OF SERVICES

At the request or with the concurrence of the Mayor or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;
- (2) Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;
- (3) Consult with and advise the Mayor, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend City Council meetings (and work sessions during such meetings); and
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney, an estimate of the response date, and the mutually agreed upon deliverable(s).

The City may request the City Attorney to be available by cell phone, at times and in a manner agreed upon by the Mayor and the City Attorney.

The parties acknowledge the Firm is subject to and bound by the Washington State Court Rules: Rules of Professional Conduct (RPC"), including but not limited to RPC 1.7 Conflict of Interest: Current Clients. The Firm shall follow said RPCs, including but not limited to, client representation involving a concurrent conflict of interest as defined in RPC 1.7(a).

IV. FEES AND COSTS

A. Flat Fee. The estimated time for providing the services described in Section III is less than twenty-five (25) hours of attorney time each month, excluding litigation. The Firm agrees to provide the services described in Section III for a flat fee of \$5,000.00 (five thousand dollars) per month, provided that the number of hours worked in any given month by the Firm is no more than twenty-five (25) hours.

B. Excess of Flat Fee. Any hours worked over 25 hours in a given month shall be compensated at the hourly rate of \$225.00 per hour. Such billing shall be in increments of one-tenth of an hour increments.

C. Automatic increase. The City's legal service rates for civil city attorney work have remained unchanged since 2014, therefore, the hourly rate (including the monthly flat fee) will increase at the rate of three (3) percent per year commencing on January 1, 2022 and will increase at three (3) percent each year thereafter. The full listing of hourly rates through 2023 is attached as Exhibit A.

D. Development Proposals. On all projects for which the City will seek compensation from a development proponent or other party for the City's costs, the Firm shall charge an hourly rate of \$350.00. Such fee shall also be subject to the automatic increase described in subsection (C) above. The types of projects that would be included in this category are development agreements, latecomer's agreements, real estate and recordable documents, franchise agreements, right of way vacations, and all other projects for which the City is entitled to receive reimbursement from another source.

E. 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. Travel time and mileage costs for trips to City Hall or other locations will be reimbursed at the hourly rates for the attorneys.

V. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. A service charge shall accrue at the rate of twelve percent (12%) per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VI. TERM

This Agreement shall be in effect from May 1, 2021 through December 31, 2023, with automatic annual one-year renewals. At any time during the term of this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

VII. INSURANCE

The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

No Limitation - The Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance - The Firm shall obtain insurance of the types and coverage description below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Firm's profession.

Minimum Amounts of Insurance - The Firm shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability insurance shall be written with limits no less than \$4,000,000 per claims and \$4,000,000 policy aggregate limit.

Other Insurance Provision - The Firm's Automobile Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.

Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage - The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Firm before commencement of the work.

Notice of Cancellation - The Firm shall provide the City Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

VIII. INDEMNIFICATION/HOLD HARMLESS

The Firm shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competition jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm'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.

Dated this _____ day of May, 2021.

CITY OF RUSTON

INSLEE BEST DOEZIE & RYDER PS

C. Bruce Hopkins, Mayor



Jennifer S. Robertson, City Attorney

ATTEST

Judy Grams, City Clerk

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, PS
2021 – 2023 Attorney Billing Rates

Flat Fee	2021 RATES	2022 RATES	2023 RATES
Monthly Flat Fee (up to 25 hrs)	\$5,000 / month	\$5,150 / month	\$5,305 / month
Municipal Partners (after 25 hrs)			
Jennifer S. Robertson	\$225	\$232	\$239
Eric C. Frimodt	\$225	\$232	\$239
Rosemary A. Larson	\$225	\$232	\$239
Dawn F. Reitan	\$225	\$232	\$239
Kay L. Brossard	\$225	\$232	\$239
Katherine F. Weber	\$225	\$232	\$239
Other municipal group partners (if added)	\$225	\$232	\$239
Associates, paralegals, and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually	Regular firm rates or special municipal rates if applicable, adjusted annually	Regular firm rates or special municipal rates if applicable, adjusted annually
Other firm partners	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually
Fees charged to other parties	\$350	\$360	\$370