

**Subject: Resolution #779 – Authorizing Execution of the First Amendment To the Legal Services Agreement**

**Dept. Origin:** City Attorney’s Office  
**Prepared by:** Jennifer Robertson, City Attorney’s Office  
**For Agenda of:** November 21, 2023  
**Exhibits:** Resolution #779 & First Amendment Agreement

**Proposed Council Action:**

Approve Resolution #779.

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_  
**Approved/form by City Atty:** 10-31-23/JSR  
**Approved by \_\_\_\_\_ Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

**INFORMATION / BACKGROUND**

Jennifer Robertson has served as legal counsel for Ruston since 2010. When she moved her practice to Inslee Best Doezie & Ryder, P.C. in 2021, Ruston entered into a legal services agreement with Inslee Best to keep her on as the Ruston City Attorney (“Agreement”). The current Legal Services Agreement expires on December 31, 2023 but automatically renews for one-year terms. Inslee Best has increased its fees for services since the Agreement was first executed by the parties. The City Attorney’s current hourly rate for other municipal clients is \$295 per hour and \$475 per hour for private clients. Given 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 (\$295 per hour for municipal clients). The attached first amendment updates the rates which will be effective January 1, 2024.

**FISCAL CONSIDERATION**

By entering into this First Amendment, the City will pay a rate of \$295 per hour for most municipal legal services performed by Inslee Best Doezie & Ryder, P.C. The new rates will start in January of 2024.

**RECOMMENDATION / MOTION**

Adopt Resolution #779.

**MOTION:** I move to adopt Resolution #779 authorizing the Mayor to execute the First Amendment to the Agreement with Inslee Best Doezie & Ryder, P.C. for City Attorney services.

**RESOLUTION NO. 779**

**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.**

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**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”.

**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 \_\_\_\_ November, 2023.

\_\_\_\_\_  
Bruce Hopkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Judy Grams  
City Clerk/Treasurer

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO: 779

**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:**

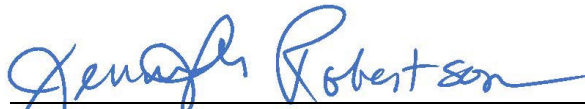
**CITY OF RUSTON,**  
a Washington municipal corporation

\_\_\_\_\_  
Bruce Hopkins, Mayor

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

**FIRM:**

**INSLEE BEST DOEZIE & RYDER, P.C.**  
a Washington professional service corporation

  
\_\_\_\_\_  
Jennifer S. Robertson, Ruston City Attorney

Date: October 20, 2023

**ATTEST:**

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

**Exhibit A**

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

<b>ATTORNEYS</b>	<b>HOURLY RATES</b>
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
<b>Other firm partners</b>	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually
<b>Fees charged to other parties (i.e., developers, franchisees, etc.)</b>	Regular firm rates, adjusted annually