

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/10/12

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| AGENDA ITEM: Professional Services Agreement between City of Marysville and Weed, Graafstra and Benson, Inc., P.S. | |
| PREPARED BY: Gloria Hirashima, Chief Administrative Officer | DIRECTOR APPROVAL: |
| DEPARTMENT: Executive | |
| ATTACHMENTS: Proposed Agreement | |
| BUDGET CODE: | AMOUNT: |

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Weed, Graafstra and Benson, Inc., P.S. for 2013-15 City Attorney and general legal services. The proposed agreement is a three-year agreement. Marysville has utilized the services of Weed, Graafstra and Benson, Inc., P.S. or a related partnership for over 30 years. The three year agreement provides for longer term advance planning for both the city and the company. While staff has revisited the potential for in-house City Attorney services, we believe that the current arrangement of contract attorney services will be sufficient over the next three year period.

The agreement still allows for termination of the agreement by either party with 60 days notice. In addition, rate changes would require mutual agreement of the parties for years 2014 and 2015. The firm has provided advance notice of an anticipated rate increase for 2014.

RECOMMENDED ACTION:

Staff recommends that City Council approve the City Attorney Retainer agreement with Weed, Graafstra and Benson, Inc., P.S.

CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2013-2015

I - PARTIES/EMPLOYMENT

The CITY OF MARYSVILLE (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,400.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

1. To oversee and supervise the prosecution function for the CITY in municipal court.
2. To attend the three regularly scheduled meetings of the City Council per month.

3. To provide legal advice to the Mayor, Councilpersons, Chief Administrative Officer and administrative heads of the various departments of the CITY under the direction of the Chief Administrative Officer.

4. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and Chief Administrative Officer may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 40 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or Chief Administrative Officer, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held three times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$180.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

F. Rate Adjustments. The rates set forth in this Section III may be adjusted by mutual agreement of the parties for calendar years 2014 and 2015. The City Attorney shall give notice of intent to adjust rates on or before September 1.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

The CITY shall provide insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2013 and shall continue in effect through December 31, 2015 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2015 for the succeeding year(s). If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2012.

WEED, GRAAFSTRA
AND BENSON, INC., P.S.

By _____
GRANT K. WEED, PRESIDENT

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK