

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/12/15

AGENDA ITEM: Legal 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: Letters and Proposed Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement for legal services provides for Weed, Graafstra and Benson, Inc. P.S. to perform legal services for the City of Marysville on an hourly basis. The firm has provided legal services to the city for over 30 years. The City has relied on their office for legal services, as well as for acting as Marysville’s City Attorney. Their office will continue to provides services during the transition for a wide variety of projects and files. The proposed agreement runs through December 31, 2014. As we complete staffing of the in-house legal office, some of these services and projects will be transferred to internal employees. The City Attorney will assess workload and project transition over the next several months.

RECOMMENDED ACTION: Staff recommends that City Council approve the Legal Services agreement with Weed, Graafstra and Benson, Inc., P.S.

AGREEMENT FOR LEGAL SERVICES

I - PARTIES/EMPLOYMENT

The CITY OF MARYSVILLE (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., and said law firm (hereinafter "ATTORNEY") agrees to serve as outside legal counsel on the terms and conditions stated below.

II - QUALITY OF SERVICES

The ATTORNEY shall perform legal services as requested by the Mayor, Chief Administrative Officer and/or City Attorney 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 Services: Except as otherwise provided herein, Attorney services shall be charged at the rate of \$195.00 per hour.

B. Additional Services: The CITY shall pay the ATTORNEY for services performed by a paralegal at the rate of \$140.00 per hour.

C. Litigation. The CITY shall pay the ATTORNEY for all superior court and appellate court litigation and all administrative hearings of a quasi-judicial nature at the rate of \$205.00 per hour.

D. Time Records. In order to determine appropriate compensation, the 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 ATTORNEY on a monthly basis, and within 30 days of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the 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 call. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - INSURANCE COVERAGE

The Attorney shall provide errors and omissions and malpractice coverage with limits of not less than one million (\$1,000,000) dollars coverage and shall indemnify and hold the City, its officers, agents, employees and elected officials harmless from all claims arising out of the sole negligence of the Attorney.

VI - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2015 and shall continue indefinitely until terminated or renegotiated by either party upon 60 days' written notice.

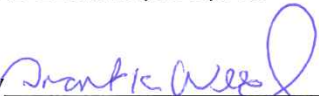
VII - TERMINATION OF PRIOR AGREEMENT

The City Attorney Retainer Agreement dated December 10, 2012 for the years 2013 through 2015 is hereby terminated effective December 31, 2014.

DATED this _____ day of _____, 2015.

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

CITY OF MARYSVILLE

By  _____
GRANT K. WEED, PRESIDENT

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
SANDY LANGDON, CITY CLERK