

City of Blaine
Request for Council Action
Meeting Date: November 28, 2022

Subject: Authorize the City Manager to renew the legal services agreement between the City of Blaine and Chmelik Sitkin and Davis P.S. and appoint Jon Sitkin and Peter Ruffatto as the City's general legal counsel.

Department: City Manager

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Action Needed:

City Council must approve the agreement for legal services.

Attachments:

1. Legal Services Agreement

Background/Summary:

The legal services agreement with Chmelik Sitkin and Davis P.S. is up for renewal for a two-year term, from January 1, 2023 through December 31, 2024, and continues thereafter on a year-to-year term, unless amended by written agreement of both parties, or terminated by the parties. The agreement also appoints Jon Sitkin and Peter Ruffatto as the City's general legal counsel.

Budget Implications: Current Budget New Budget Request Non-Budgetary

Legal services is allocated in the 2023 budget.

Recommendation:

The City Manager recommends the City Council authorize the City Manager to renew the legal services agreement between the City of Blaine and Chmelik Sitkin and Davis P.S. and appoint Jon Sitkin and Peter Ruffatto as the City's general legal counsel.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

AMENDED LEGAL SERVICES AGREEMENT

This Amended Legal Services Agreement (the "Amended Agreement") between the City of Blaine, a Washington Municipal Corporation, and Chmelik Sitkin & Davis P.S., a Washington professional service corporation and law firm, shall be for a term of two (2) years, from January 1, 2023 through December 31, 2024, and shall continue thereafter on a year-to-year term, unless amended by written agreement of the Parties, or terminated by the Parties as provided for herein.

WITNESSETH:

WHEREAS, the City of Blaine is a Municipal Corporation, formed in accordance with Chapter 35A of the Revised Code of Washington ("City"); and

WHEREAS, the City requires legal services in connection with such activities; and

WHEREAS, Chmelik Sitkin & Davis P.S. (hereinafter called "Law Firm") has provided the City with general counsel legal services since 2001, and is willing and able to provide such services without adjustment for the term of this Amended Agreement; and

WHEREAS, The City Council and City Manager wish to re-appoint Jon Sitkin and Peter Ruffatto of the Law Firm and other attorneys employed by the Law Firm as approved by the City Manager, as the City's General Legal Counsel effective January 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. Jon Sitkin and Peter Ruffatto of the Law Firm, and other attorneys employed by the Law Firm as approved by the City Manager, shall serve as the City's General Legal Counsel effective January 1, 2023.
2. The Law Firm agrees to perform legal services as necessary for the organization, financing, construction, purchase, operation, and management of the City and as requested by the City Manager and/or the City Council, or its designee, and for other legal services as requested by the City.
3. In the event specialized legal services are required, The Law Firm will assist the City in securing and supervising such services and cooperate and/or serve as co-counsel with the other law firm providing said specialized legal services.
4. The City agrees to pay the Law Firm's reasonable fees and costs for its professional services, considering the time and effort required, the novelty and difficulty of the legal questions involved, the skills required to perform the services properly, the amounts involved and results obtained, and the other factors permissible under the Rules of Professional Responsibility and the hourly rates then charged by the Law Firm for the time of the particular attorney or paralegal providing such services.

5. The hourly rate for the Law Firm's services and reimbursement for the Law Firm's expenses shall be pursuant to the terms, conditions, and rates set out on Exhibit "A" attached hereto and incorporated herewith.

6. Unless prior agreement has been reached regarding special billing for certain specific matters, the Law Firm will bill the City monthly for such services, indicating thereon the amount of time, the item or matter on which such time was spent (broken down to the nearest 1/10th of the hour), and whether charges are for attorneys' or paralegals' services.

7. This Amended Agreement may be terminated by the City at any time effective immediately upon receipt of written notice to the Law Firm, and may be terminated by the Law Firm upon written notice to the City of not less than thirty (30) days prior to the effective date of termination.

EXECUTED this _____ day of _____, 2022.

THE CITY OF BLAINE

By _____
David Wilbrecht, Interim City Manager

CHMELIK SITKIN & DAVIS P.S.

By _____
Jon Sitkin, Principal

By _____
Peter Ruffatto, Principal

EXHIBIT "A"
HOURLY RATE FOR THE LAW FIRM'S SERVICES
AND
REIMBURSEMENT FOR THE LAW FIRM'S EXPENSES

All legal services performed by attorneys having a regular billing rate of \$320.00 or higher will be billed at the discounted rate of \$320.00 per hour. All other legal services will be billed at the normal billing rate of the person performing the work.

The standard hourly rates of the Attorneys at the time of execution of this Amended Agreement, and the City's hourly rate for the duration of the initial two (2) years of this Amended Agreement are as follows:

ATTORNEY	CURRENT STANDARD HOURLY RATE	CITY RATE
Jon Sitkin	\$390	\$320
Frank Chmelik	\$390	\$320
Richard Davis	\$380	\$320
Peter Ruffatto	\$370	\$320
Katherine Deets	\$360	\$320
Seth Woolson	\$360	\$320
Holly Stafford	\$360	\$320
Todd Eglund	\$360	\$320
Matt T. Paxton	\$330	\$320
Tim Schermetzler	\$330	\$320
Allison Beard	\$280	\$280
Aaron Haynes	\$280	\$280
Lily Hubbard	\$270	\$270
Sara Frase	\$260	\$260
Conner Sapp	\$260	\$260
Paralegals	\$200	\$200

The Parties agree that after the expiration of the first two (2) years of this Amended Agreement, the effective or discounted hourly rate will be reviewed by both Parties and shall be subject to the Parties' mutual approval at that time. In the event that the Parties do not agree to a new discounted rate and agree to continue this Amended Agreement, they may do so at the same rates as set forth herein, without any further action. Further, in the event the Law Firm hires a new attorney and/or paralegal, the rate for that attorney or paralegal shall be incorporated to the rates billed to the City as set forth in the first paragraph above in this Exhibit "A". If the regular rates of any attorney or paralegal during the term of this Amended Agreement would become above the adjusted rate, the rate set forth above for such attorney or paralegal will be the rate billed to the City.

The Law Firm charges \$0.56 per mile, or the mileage rate set by the Internal Revenue Service, whichever is higher, for mileage charges for travel outside Whatcom County. Other expenses such as witness fees, investigative fees, expert witness fees, transcription fees, and other costs and expenses necessary in the performance of legal services pursuant to this Amended Agreement shall be paid by the City according to the terms of this Amended Agreement.