

# AGENDA SUMMARY SHEET

## Business of the City Council City of Kelso, Washington

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**SUBJECT TITLE:**

Janean Z. Parker Law Office Professional Services Agreement for Legal Services

Agenda Item: Walk-on Item No. 1

Dept. of Origin: City Manager

For Agenda of: November 15, 2016

Originator: Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

**PRESENTED BY:**

Steve Taylor, City Manager

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**Agenda Item Attachments:**

Legal Services Professional Services Agreement – Law Office of Janean Z. Parker

**SUMMARY STATEMENT:**

The Law Office of Janean Z. Parker serves as the City's general counsel, and the professional services agreement authorizing Ms. Parker's services expires at the end of the year. A new PSA with a term of two years is proposed that includes an hourly service rate increase from \$175.00 to \$200.00 and an increase in the travel rate between the attorney's office and City Hall from \$100.00 to \$120.00.

The hourly and travel rates have remained static for the past three years. The hourly rate adjustment is in line with market rates for contract municipal attorneys.

**FINANCIAL IMPACT**

Depending on the City's legal workload, the change in rates will increase the cost of the City Attorney outlay by 15%.

**RECOMMENDED ACTION(S):**

Move to approve the Legal Services Professional Services Agreement with the Law Office of Janean Z. Parker for the 2017-2018 biennium.

PROFESSIONAL SERVICES AGREEMENT  
FOR LEGAL SERVICES

This Agreement (“Agreement”) is dated effective this \_\_\_\_ day of December, 2016. The parties (“Parties”) to this Agreement are the City of Kelso (“City”), and the Law Office of Janean Z. Parker, UBI 603-182-389 (“Parker”). The purpose of this Agreement is to identify the terms and conditions under which Parker will perform the duties of City Attorney for the City.

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision in the capacity of an attorney as City Attorney, who is experienced in municipal law and familiar with the City’s regulations and policies.

B. Parker has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 Parker shall at all times faithfully, and to the best of its ability and experience, perform the duties that are required pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of the City management. Parker agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth herein.

1.2 Compliance With Laws. All duties of Parker or designees shall be performed in accordance with all applicable federal and state laws, and city ordinances and regulations as now existing or may be hereafter adopted or amended.

1.3 Performance Standard. All duties by Parker or its designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

1.4 Throughout the term of this Agreement, Parker shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association.

2. TERM.

The Term of this Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2018, unless extended or earlier terminated as provided in this Agreement.

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either party by providing a thirty (30) day written notice of termination to the other party.

4. COMPENSATION.

4.1 Compensation Rates. Compensation for Services shall be based on the following rates:

Janean Z. Parker:	\$200.00 per hour
Paralegal	\$ 75.00 per hour

4.2 Travel on behalf of the City shall be billed at the following rates. Travel between Parker's offices and the City shall be billed at a flat rate of \$120. All other travel shall be billed at Parker's regular hourly rate. Parker shall also not bill the City nor be entitled to payment for telephone, photocopy, fax, and mileage expenses incurred in the performance of its duties; provided however, that the City shall make reasonable accommodation to reimburse Parker for unusual photocopy or fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events the City shall reimburse Parker for legal messenger service expenses, process service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized monthly payment invoice has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis within thirty (30) days of receipt of such invoice unless there is a dispute

4.4 Disputes. In the event of a dispute, the City shall pay the amount not in dispute and the Parties shall meet to resolve any differences. If the Parties are unable to resolve any such differences, the Parties shall submit the disputed amount to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution. The Parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay Parker the costs of collecting the debt, including court costs and fees and reasonable attorneys' fees.

4.5 Contractor Responsible for Taxes. Parker shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 Parker warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that Parker shall be an independent contractor. Parker or its employees or agents performing under this Agreement are not employees of the City. Parker will not hold itself or herself out as nor claim to be an officer or employee of the City. Parker will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Parker shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of Parker shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that Parker may or will be performing professional services during the term for other clients in its independent law practice and that the City is not the exclusive user of Parker's services. However, Parker agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

7. INDEMNIFICATION.

Contractor Indemnification. Parker shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, or liabilities of any nature for any acts or omissions of Parker, intentional or otherwise, that are outside the scope of its official duties as described herein.

8. INSURANCE.

Parker shall procure and maintain for the duration of the Agreement, insurance against claims for errors and omissions which may arise from or in connection with the performance of the work hereunder by Parker, its agents, representatives, employees or subcontractors.

8.1 Minimum Scope of Insurance. Parker shall obtain Professional Liability insurance appropriate to Parker's profession, which policy shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.2 Verification of Coverage. Parker shall furnish the City with original certificates and a copy of the amendatory endorsements, evidencing the insurance requirements of Parker upon request of the City.

9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, Parker, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. Parker shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of Parker's breach, may result in ineligibility for further City agreements.

10. CONFIDENTIALITY.

Parker agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City express written consent. Parker agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. GENERAL PROVISIONS.

11.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

11.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

11.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

11.4 Assignment. Neither Parker nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

11.5 No Waiver. Failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision and the same shall remain in full force and effect. Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

11.6 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

15.7 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

LAW OFFICE OF JANEAN Z PARKER

THE CITY OF KELSO

By: \_\_\_\_\_  
Janean Parker, Owner

By: \_\_\_\_\_  
Steve Taylor, City Manger

Address:

Address:

P.O. Box 298  
Adna, WA 98522

203 South Pacific  
P.O. Box 819  
Kelso, WA 98626

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

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