

**RESOLUTION NO. 2841**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTINUANCE OF THE PROFESSIONAL SERVICES AGREEMENT WITH SUMMIT LAW GROUP FOR LABOR RELATIONS SERVICES.**

**WHEREAS**, the City will begin contract negotiations for a successor collective bargaining agreement with the Bonney Lake Police Guild in 2020; and

**WHEREAS**, the Summit Law Group has negotiated on behalf the City with the Bonney Lake Police Guild for the last two Collective Bargaining Agreements; and

**WHEREAS**, the Summit Law Group has assigned a new attorney to work the City that was not previously included on Appendix B when the last Professional Services Agreement was signed;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to continue the Professional Services Agreement with Summit Law Group for labor negotiations with the Bonney Lake Police Guild.

**PASSED** by the City Council this 9th day of June, 2020.

DocuSigned by:

*Neil Johnson, Jr.*

20583FB9C281400...

Neil Johnson Jr., Mayor

**AUTHENTICATED:**

DocuSigned by:

*Harwood T. Edvalson*

F46A10AD29884A1

Harwood T. Edvalson, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:

*Kathleen Haggard*

3DD6AE277D994E4

Kathleen Haggard, City Attorney

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Jenna Richardson / ASD	<b>Meeting/Workshop Date:</b> 9 June 2020	<b>Agenda Bill Number:</b> AB20-64
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2841	<b>Sponsor:</b>

**Agenda Subject:** Authorizing the Continuance of The Professional Services Agreement With Summit Law Group

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Continuance Of The Professional Services Agreement With Summit Law Group For Labor Relations Services.

**Administrative Recommendation:** Approve

**Background Summary:** The Collective Bargaining Agreements (CBA) with AFSCME Local #120 and the Bonney Lake Police Guild (Guild) will expire December 31, 2020. The City will continue to use a third party negotiator to negotiate the successor CBAs with the Guild. The City signed a Professional Services Agreement with Summit Law Group (SLG) in 2014 and Peter Altman represented the City during negotiations with the Guild since that time; however, he recently accepted a position at a private organization. Dan Swedlow has been assigned by SLG to represent the City, but was not included in Appendix B of the original service agreement that the City signed in 2014 as he was not employed by SLG at the time. All SLG attorneys are well versed in a wide range of labor and employment matters, including: employment litigation, collective bargaining, contract negotiation, grievance arbitration, unfair labor practice complains, and administrative hearings.

**Attachments:** Summit Law Group Service Agreement from 2014 and a new Appendix A & B and Fee Schedule

<b>BUDGET INFORMATION</b>				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$40,000		\$40,000		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
<b>Budget Explanation:</b> The amount previously approved for the 2019/2020 budget cycle.				

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 26 May 2020	<i>Approvals:</i> Chair/Councilmember Justin Evans Councilmember Tom Watson Councilmember Terry Carter	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right; padding-right: 10px;"><b>Yes</b></td> <td style="text-align: left; padding-left: 10px;"><b>No</b></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;"><input checked="" type="checkbox"/></td> <td style="text-align: left; padding-left: 10px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;"><input checked="" type="checkbox"/></td> <td style="text-align: left; padding-left: 10px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;"><input checked="" type="checkbox"/></td> <td style="text-align: left; padding-left: 10px;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
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	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 09 June 2020	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>HTE</i>	<b>Mayor:</b> <i>NJ</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)

## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 14th day of October, 2014, by and between the City of Bonney Lake (“City”) and Summit Law Group (“Consultant”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B , attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B ; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and any sub-consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all

litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Independent Contractor.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A, B, and C below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless.**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

### **Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability Insurance appropriate to the project.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

By:   
Neil Johnson, Mayor

CONSULTANT

By:   
Peter Altman  
Summit Law Group

**Attachments:**

**Appendix A – Scope of Work**

**Appendix B – Payment**



## **Appendix A: Scope of Work**

Peter Altman (and the assigned team) of Summit Law Group will represent the City and serve as the Chief Spokesperson with regard to labor negotiations during the negotiations process with the City's two labor unions: AFSCME Local #120 and the Bonney Lake Police Guild.

## Appendix B: Payment

The City will pay for services rendered based on the hourly rate fee schedule below, which reflects the rates in effect at the time of signing of this contract. Summit reviews and makes changes to its hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers, and will be communicated to the City by Summit in advance.

In addition, the City will pay for costs for out-of-town travel and meals, working meals and other third party vendor expenses (e.g. high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). The City will pay the standard IRS mileage rate for travel to and from Seattle, as may be required for meetings.

<b>SUMMIT LAW GROUP -- LABOR/EMPLOYMENT ATTORNEYS 2014 Fee Schedule</b>	
<b>NAME</b>	<b>PUBLIC SECTOR RATE</b>
Peter Altman	225.00
Kristin D. Anger	270.00
Denise L. Ashbaugh	255.00
Michael C. Bolasina	270.00
Elizabeth R. Kennar	270.00
Otto G. Klein	300.00
Sofia D. Mabee	270.00
Shannon E. Phillips	270.00
Bruce L. Schroeder	300.00
Linda Swanson	125.00
Rodney B. Younker	295.00

## **Appendix A: Scope of Work**

Dan Swedlow (and the assigned team) of Summit Law Group will represent the City and serve as the Chief Spokesperson with regard to labor negotiations during the negotiations process with the City's Police Guild bargaining unit.

**Appendix B: Summit Law Group PLLC  
Labor and Employment Group  
2020 Public Sector Rates**

<b>Attorneys</b>	<b>Public 2020</b>
Otto Klein	355
Rodney Younker	355
Shannon Phillips	330
Beth Kennar	330
Kristin Anger	330
Sofia Mabee	330
Mike Bolasina	330
Seth Berntsen	330
Dan Swedlow	320
Quinn Oppenheim	315
John Lee	285
Rachael Curtis	275
Hathaway Burden	260
Laura Davis	260
<b>Legal Support Staff</b>	
Catherine Brumbaugh	215
Donna Murbach	200
Kim Welsh	165
Suzy Windes	165
Dominique Barrientes	165
Meghan Allen	165