

**RESOLUTION 2013-EE**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT FOR LEGAL SERVICES WITH McGAVICK GRAVES, P.S.**

**WHEREAS**, the law firm of Patterson Buchanan Fobes & Leitch, Inc., P.S. has provided legal services to the Town of Eatonville since January 2011; and

**WHEREAS**, Patterson Buchanan has informed the Mayor that it wishes to terminate the agreement for legal services effective immediately; and

**WHEREAS**, the Mayor has appointed Gregory A. Jacoby and McGavick Graves, P.S. to serve as the Town Attorney effective July 8, 2013 and to advise the town in all legal matters pertaining to the business of the Town upon the terms and conditions set forth in a contract for legal services, a copy of which is attached hereto; now, therefore,

**BE IT RESOLVED** By the Council of the Town of Eatonville that the Mayor is authorized to sign a contract for legal services with Gregory A. Jacoby and McGavick Graves, P.S., a copy of which is attached hereto and incorporated herein.

Passed by the Council of the Town of Eatonville at a regular meeting this 8th day of July, 2013.

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Raymond Harper, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

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Gregory A. Jacoby, Town Attorney

## CONTRACT FOR LEGAL SERVICES

1. Date and Parties. This Agreement, for reference purposes only, is dated the 9<sup>th</sup> day of July, 2013 and is entered into by and between the Town of Eatonville, herein referred to as the "Town", and Gregory A. Jacoby and McGavick Graves P.S., herein collectively referred to as "Law Firm".

2. General Recitals.

a. The Town of Eatonville requires the services of a Town Attorney to advise the Town authorities and officers in all legal matters pertaining to the business of the Town and desires to hire Gregory A. Jacoby and McGavick Graves, P.S. to provide said legal services.

b. Gregory A. Jacoby and McGavick Graves, P.S. desire to provide legal services to the Town.

3. Purpose. The purpose of this agreement is to provide the terms and conditions under which the Law Firm will provide legal services to the Town.

4. Term. The term of this Agreement shall be from July 9, 2013 until December 31, 2015. The Town may extend the Agreement Term for successive two (2) year terms upon contract terms agreeable to the parties.

a. Either party may terminate the contract without cause upon 60 days written notice.

5. Scope of Work. The Law Firm shall serve as the Town's legal advisor on all matters, under the direction of the Town Attorney. Gregory A. Jacoby will hold the office of Town Attorney. He may designate such other attorneys at the Law Firm as Assistant Town Attorneys as are necessary to carry out the duties and responsibility of that office. The Law Firm shall provide all legal services needed by the Town, except for legal services provided by Bond Counsel, legal services provided by the Town Prosecutor, and those legal services needed on matters for which the Law Firm's representation would be prohibited as a matter of law, or under the Washington State Supreme Court Code of Professional Responsibility. As an illustration, and not as a limitation upon the scope of work, the Law Firm will perform the following duties:

a. Provide legal advice to the Mayor, Department Directors, Town Council, and all Town Boards and Commissions regarding all legal matters relating to the performance of their duties.

b. Attend and provide legal representation to the Town at all Town Council business meetings, as requested by the Mayor;

c. Represent the Town in all litigation and administrative hearings, except on matters for which the Town Prosecutor or the Town's insurance carrier is providing representation. In the event the Town encounters litigation or administrative hearing in which the Law Firm does not have an attorney who specializes in that area of law, the Town may elect to retain specialized counsel for that matter. The Law Firm may be requested to advise and/or participate in those matters as the Mayor may determine is necessary to protect the Town's interests.

d. Prepare and/or review ordinances, resolutions, contracts and other documents as necessary to represent and protect the Town's interest, and advise the Town with regards thereto.

e. Provide training and updates on legal issues on an as needed or requested basis.

f. Advise the Mayor, Council, Boards and Commissions on procedural matters and processes.

g. Provide legal guidance and advice to the Council and Mayor on governmental issues impacting the Town.

h. Prepare written legal opinions as requested by the Mayor or Council.

i. Represent the Town in labor negotiations and Public Employment Relations Commission (P.E.R.C.) matters.

6. Compensation. The compensation shall be based upon the concept that there will be a known and predictable charge for legal services. The Town wants to pay a fair price for quality legal service, while being a wise steward of taxpayer money. The parties will work cooperatively with each other to achieve these goals. With these goals in mind, the rate and method of compensation shall be as follows:

a. Hourly Rate. During the term of the Agreement, the Law Firm shall bill the Town at an hourly rate of \$180; provided all services relating to employment law, labor law, or union negotiations shall be billed at an hourly rate of \$200. Travel time shall be billed at the respective attorney's applicable hourly rate.

b. Special Projects and Other Hourly Rates. Any Law Firm attorney or legal intern that has a normal hourly billing rate lower than \$180 shall be billed at the lower rate.

Paralegals will be billed at \$95.00 per hour. The Mayor and the Law Firm may mutually agree to a flat fee rate in lieu of an hourly rate for special projects. Special projects are defined as projects that do not occur in the regular course of routine Town business and require expertise in a specified area of law and for which the Mayor has given written permission to proceed.

c. Reimbursable Fees. Any matters for which the cost of legal services will be reimbursed to the Town (e.g., Local Improvement Districts) shall be charged at the normal hourly rate charged by the law firm employee performing the services. The Town will be provided with the normal hourly rates for all Law Firm personnel upon request.

d. Reimbursable Costs. The Town will reimburse the Law Firm for all out of pocket costs associated with performing the services required by this Agreement. For illustrative purposes reimbursable costs are travel expenses outside the Seattle-Tacoma-Eatonville area on business authorized by the Mayor, copying expenses, Westlaw computerized research, filing fees, deposition fees, and such other out of pocket expenditures as authorized by the Mayor.

7. Support Staff and Equipment. The Law Firm shall provide all support personnel and equipment necessary to perform the services required by this Agreement.

8. Indemnity and Hold Harmless. The Law Firm agrees to indemnify and hold the Town harmless from any and all claims and damages, including legal fees and other expenses that may arise as a result of the negligent actions of the Law Firm and/or any of its employees, shareholders or agents.

9. Insurance. The Law Firm shall maintain in full force the following insurance policies:

a. Professional Liability/Errors and Omissions Insurance in an amount of not less than \$5,000,000 per occurrence;

b. Commercial General Liability Insurance, including property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate;

c. Automobile Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 per occurrence; and

d. Umbrella Liability Insurance with limits of not less than \$5,000,000.

The Town reserves the right to require higher limits if determined to be reasonably necessary in order to adequately protect the Town's interests. Requiring the above insurance is not a limitation on the responsibility and liability of the Law Firm for the full extent of any damages

