

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>December 7, 2015</u>
Subject:	<u>Resolution No. 2015-EE Authorizing the</u> <u>Mayor to Execute a First Amendment to</u> <u>Contract for Legal Services with</u> <u>McGavick Graves</u>	Prepared by:	<u>Gregory A. Jacoby</u> <u>Town Attorney</u>
		Atty Routing No:	_____
		Atty Review Date:	<u>December 2, 2015</u>

Summary: Gregory A. Jacoby and McGavick Graves, P.S. have provided legal services to the Town of Eatonville pursuant to a Contract for Legal Services dated July 9, 2013 (the Contract), which expires December 31, 2015. Pursuant to RCW 35.27.070, the Mayor has decided to continue the appointment of Gregory A. Jacoby as the Town Attorney. Pursuant to section 4 of the Contract, the Mayor is proposing to extend the term of the Contract for a second two-year term beginning January 1, 2016. In addition, the law firm has requested a cost of living increase of \$5 per hour to its current hourly rates of \$180 (general services) and \$200 (labor/employment). These and other minor amendments are set forth in the First Amendment to Contract for Legal Services, a copy of which is attached.

Recommendation: The Mayor recommends adoption of Resolution No. 2015-EE authorizing the Mayor to execute a First Amendment to Contract for Legal Services with McGavick Graves.

Motion for consideration: I move to adopt Resolution No. 2015-EE authorizing the Mayor to execute a First Amendment to Contract for Legal Services with McGavick Graves.

Fiscal Impact:

Attachments: Resolution No. 2015-EE

RESOLUTION NO. 2015 -EE

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A
FIRST AMENDMENT TO THE CONTRACT FOR LEGAL
SERVICES WITH McGAVICK GRAVES, P.S.**

WHEREAS, Gregory A. Jacoby and McGavick Graves, P.S. have provided legal services to the Town of Eatonville pursuant to a Contract for Legal Services dated July 9, 2013 (the Contract), which expires December 31, 2015; and

WHEREAS, pursuant to RCW 35.27.070, the Mayor has decided to continue the appointment of Gregory A. Jacoby as the Town Attorney; and

WHEREAS, pursuant to section 4 of the Contract, the Town and the Law Firm have agreed to extend the term of the Contract for a second two-year term beginning January 1, 2016, together with the amendments set forth in the First Amendment to Contract for Legal Services, a copy of which is attached as Exhibit A; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: the Council approves and the Mayor is authorized to sign a First Amendment to Contract for Legal Services with Gregory A. Jacoby and McGavick Graves, P.S., a copy of which is attached hereto as Exhibit A and incorporated herein.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14th day of December 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**FIRST AMENDMENT TO
CONTRACT FOR LEGAL SERVICES**

THIS FIRST AMENDMENT TO CONTRACT FOR LEGAL SERVICES (First Amendment) is dated the 8th day of December, 2015 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."

WHEREAS, the Law Firm has provided legal services to the Town pursuant to a Contract for Legal Services dated July 9, 2013 (the Contract), which expires December 31, 2015; and

WHEREAS, pursuant to RCW 35.27.070, the Mayor has decided to continue the appointment of Gregory A. Jacoby as the Town Attorney; and

WHEREAS, pursuant to section 4 of the Contract, the Town and the Law Firm have agreed to extend the term of the Contract, together with the amendments set forth below; now, therefore, the parties agree as follows:

1. Section 4 of the Contract is amended to read as follows:

Term. The term of this Agreement shall be from January 1, 2016 until December 31, 2017. 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.

2. Sections 6(a) and (b) of the Contract are amended to read as follows:

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 \$185; provided all services relating to employment law, labor law, or union negotiations shall be billed at an hourly rate of \$205. 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 \$185 shall be billed at the lower rate. Paralegals will be billed at \$100.00

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.

3. Section 10 of the Contract is amended to read as follows:

Notice.

a. Any notices required to be sent to the Town regarding this Agreement shall be in writing and delivered or mailed to the following:

Town of Eatonville
Attention: Mayor
201 Center Street W
Eatonville, WA 98328
Telephone: (360) 832-3361

b. Any notice required to be sent to the Law Firm regarding this Agreement shall be sent to the following address:

Gregory A. Jacoby
McGavick Graves P.S.
1102 Broadway, Suite 500
Tacoma, Washington 98402
e-mail: gaj@mcgavick.com
Telephone: (253) 627-1181
Fax: (253) 627-2247

4. Except as set forth in this First Amendment, all remaining terms of the Contract shall remain unchanged and in full force and effect.

TOWN OF EATONVILLE

McGAVICK GRAVES, P.S.

Mike Schaub, Mayor

Gregory A. Jacoby

Lori M. Bemis, President

ATTEST:

Kathy Linnemeyer, Town Clerk