

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>January 12, 2015</u>
Subject:	<u>Resolution No. 2015-A Approving a</u>	Prepared by:	<u>Gregory A. Jacoby</u>
	<u>Legal Services Agreement with Joyce</u>		<u>Town Attorney</u>
	<u>Ziker & Parkinson</u>	Atty Routing No:	<u>015-14</u>
	_____	Atty Review Date:	<u>January 7, 2015</u>

Summary: In 1950, the Town leased a 5 acre parcel from Weyerhaeuser for use as a garbage dump. The site was permanently closed in 1980 in a manner consistent with the state law but the current physical condition of the site is of concern and may require additional maintenance and cover rehabilitation activities. The Town requires legal representation and advice concerning the Town's long term liability exposure and the potential for cleanup funding options with other stakeholders. The Town Attorney is unable to represent the Town in this matter because of a pre-existing conflict of interest.

Bill Joyce of Joyce Ziker & Parkinson is an experienced environmental attorney. He is familiar with the site through earlier work funded by the Town's insurer. He is recommended by both the Town's insurer and the Town Attorney. The proposed agreement has a not to exceed amount of \$10,000. The cost of this work will be funded from the Town's Refuse Fund.

Recommendation: Staff recommends adoption of Resolution No. 2015-A approving a legal services agreement with Joyce Ziker & Parkinson not to exceed \$10,000.

Motion for consideration: I move to adopt Resolution No. 2015-A approving a legal services agreement with Joyce Ziker & Parkinson not to exceed \$10,000.

Fiscal Impact: \$10,000 to be paid from the Town's Refuse Fund.

Attachments: Resolution No. 2015-A

RESOLUTION NO. 2015 - A

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON APPROVING A LEGAL SERVICES
AGREEMENT WITH THE LAW FIRM OF JOYCE ZIKER &
PARKINSON**

WHEREAS, a now closed sanitary landfill formerly operated by the Town of Eatonville on land leased from the Weyerhaeuser Company may require additional maintenance and closure activities in order to comply with state and/or local law; and

WHEREAS, the Town requires specialized legal assistance and advice to evaluate the Town's long term liability and to explore cooperative funding options with other stakeholders; and

WHEREAS, the law firm of Joyce Ziker & Parkinson is qualified to provide the services the Town needs and has been recommended by the Town's insurer and the Town Attorney; now, therefore,

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

THAT: The Legal Services Agreement with Joyce Ziker & Parkinson in an amount not to exceed \$10,000, is approved in the form attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 12th day of January 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**TOWN OF EATONVILLE
LEGAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the 13th day of January 2015 by and between:

TOWN OF EATONVILLE, WASHINGTON (“TOWN”)

210 Center Street West

P.O. Box 309

Eatonville, WA 98328

Contact: Mayor Mike Schaub

Phone: 360-832-3361 Fax: 360-832-3977

mayor@eatonville-wa.gov

and

Joyce Ziker & Parkinson (“LAW FIRM”)

1601 Fifth Avenue, Suite 2040

Seattle, WA 98101

Contact: William Joyce

Phone: 206-957-5960

Fax: 206-957-5954

Tax Id No.:

for legal services in connection with the following Project: Sanitary landfill formerly operated by the Town of Eatonville on land leased from the Weyerhaeuser Company.

TERMS AND CONDITIONS

1. Services by Law Firm

A. Law Firm shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Law Firm shall not exceed the Scope of Work without prior written authorization from the Town.

B. The Town may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work

Law Firm is authorized to proceed with services upon receipt of a fully executed copy of this Agreement.

3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$10,000 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “B.”

4. Payment

- A. Law Firm shall maintain time and expense records and provide them to the Town monthly, along with monthly invoices in a format acceptable to the Town for work performed to the date of the invoice.
- B. All invoices shall be paid by Town within sixty (60) days of receipt of a proper invoice.
- C. Law Firm shall keep cost records and accounts pertaining to this Agreement available for inspection by Town representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

5. Discrimination and Compliance with Laws

Law Firm agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

6. Indemnification/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.

7. 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

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 that the Town may sustain as a result of the negligent acts of the Law Firm, its employees, shareholders, and agents.

8. Notice

Any notices required to be given by the Town to Law Firm or by Law Firm to the Town shall be in writing and delivered to the parties at the following addresses:

Town:

Mike Schaub
Mayor
210 Center Street West
P.O. Box 309
Eatonville, WA 98328

Phone: 360-832-3361
Fax: 360-832-3977

Law Firm:

William Joyce
Joyce Ziker & Parkinson
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101

Phone: 206-957-5960
Fax: 206-957-5961

9. Extent of Agreement/Modification

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

TOWN OF EATONVILLE

LAW FIRM

By: _____
Mike Schaub
Mayor

By: _____

Name: William Joyce

Date: _____

Date: _____

Attest:

By: _____
Kathy Linnemeyer
Town Clerk

EXHIBIT A

SCOPE OF WORK

Provide the town with legal representation and advice concerning issues relating to additional maintenance and closure activities that may be required at the closed sanitary landfill formerly operated by the Town of Eatonville on land leased from the Weyerhaeuser Company, including exploration of cooperative potential funding options.

EXHIBIT B

BILLING RATES

William Joyce.....\$
Ian Sutton.....\$
Legal Assistant.....\$

Reimbursable Costs:

The Town will reimburse the Law Firm for out of pocket costs associated with performing the services required by this Agreement. For illustrative purposes reimbursable costs include copying expenses, Westlaw computerized research, filing fees, deposition fees, and such other out of pocket expenditures as authorized by the Mayor.