

**ORIGINAL**

RESOLUTION 2011 - 70

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
REPRESENTATION AND FEE AGREEMENT TO REPRESENT CITY  
IN LABOR NEGOTIATIONS WITH THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS (IAFF) FIRE SUPERVISORS AND THE  
SUNNYSIDE PROFESSIONAL EMPLOYEES ASSOCIATION (SPEA)  
(Menke Jackson Beyer Ehlis & Harper, LLP)**

**WHEREAS**, the City of Sunnyside is in need of legal representation for the purposes of advice, counseling, and representation, all as outlined in Article 1, Statement of Work, in Exhibit "A" attached hereto; and

**WHEREAS**, the law firm of Menke, Jackson, Beyer, Ehlis, and Harper, LLP, Attorneys at Law, are qualified to provide such services and have negotiated a representation and fee agreement for the provision of legal services; and

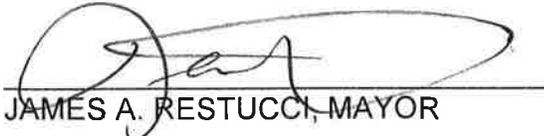
**WHEREAS**, the City Council finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**SECTION 1.** That the "Representation and Fee Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Menke Jackson Beyer Ehlis and Harper, LLP, is hereby approved; and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside and to take all reasonable actions reasonable and necessary to administer performance of such agreement.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 12<sup>th</sup> day of September, 2011.

  
JAMES A. RESTUCCI, MAYOR

ATTEST:

  
\_\_\_\_\_  
DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MENKE JACKSON BEYER EHLIS & HARPER, LLP  
Attorneys for the City of Sunnyside

EXHIBIT "A"

REPRESENTATION AND FEE AGREEMENT

The parties to this Agreement are the law firm of Menke Jackson Beyer Ehlis & Harper, LLP, located at 807 North 39<sup>th</sup> Avenue, Yakima, Washington, hereinafter referred to as "FIRM," and CITY OF SUNNYSIDE, located at 818 East Edison Avenue, Sunnyside Washington, hereinafter referred to as "CITY." Whereas, the CITY is desirous of retaining the FIRM for the purposes of advice, counseling, and representation pertaining to matters specified below.

THE PARTIES agree to the following terms and conditions:

ARTICLE I - STATEMENT OF WORK

The FIRM shall represent the CITY in upcoming labor negotiations, mediations, interest arbitrations, unfair labor practice charges and grievances relating to the newly PERC Certified bargaining units consisting of the IAFF Fire Supervisors and the Sunnyside Professional Employees Association (SPEA) as directed by the City Council and the City Manager. Anthony (Tony) Menke, a Partner with the FIRM, has been designated as the CITY's negotiator and management labor law counsel. Other FIRM Partners and/or Associate attorneys may be assigned by the FIRM to assist on these matters.

ARTICLE II - FEES AND COSTS

The CITY agrees to pay the FIRM on the following basis:

- A. IAFF Fire Supervisors Negotiations: - Flat fee of up to \$5,000 cap for negotiations for a new Collective Bargaining Agreement (CBA) inclusive of travel time, mileage at IRS rate and time expended. This will be tracked by using the hourly rate of \$175 with travel time and mileage. If the CBA does not settle in negotiations and proceeds to Mediation and/or Interest Arbitration then the hourly rate of \$175 will be applicable. This hourly rate will also apply if there are unfair labor practice charges as well as grievances.
- B. SPEA- Flat fee of up to \$7,500 cap for negotiations for a new CBA inclusive of travel time, mileage at IRS rate and time expended. This will be tracked by using the hourly rate of \$175 with travel time and mileage. If the CBA does not settle in negotiations and proceeds to Mediation then the hourly rate of \$175 will be applicable. . This hourly rate will also apply if there are unfair labor practice charges as well as grievances.
- C. Subject to the flat fee provisions above, the CITY agrees to pay the FIRM the sum of one hundred seventy-five dollars (\$175.00) per hour for services of Partners, one hundred sixty dollars (\$160.00) per hour for services of Associate Attorneys,

EXHIBIT "A"

ninety-five dollars (\$95.00) per hour for Legal Assistants/Comparability Analyst services. Hours are calculated in quarter-hour increments.

- D. Subject to the flat fee provisions above, in addition to the fees payable, the CITY shall reimburse the FIRM for any and all costs incurred by the FIRM associated with providing representation to the CITY, including but not limited to meals, lodging, mileage, long distance telephone charges, photocopying charges, facsimile charges, filing fees, deposition transcription charges, on-line research, arbitrator costs, and similar costs. The CITY agrees to pay the hourly rate for travel time. Mileage will be charged at the current Internal Revenue Service rate per mile.

ARTICLE III - TERMS OF PAYMENT

The CITY shall pay the FIRM at its 1st regularly scheduled Council meeting of each month (2nd Monday of the month) provided the billing for the previous month is received by Tuesday, prior to the 1st Monday of the month, for voucher/warrant processing. If billing is not received as indicated above, it will be paid on the next regularly scheduled meeting.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective September 1, 2011. This Agreement shall be subject to termination by either party upon fifteen (15) days written notice.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011, the parties confirm their agreement to the above terms and conditions through their representative signatures below:

CITY OF SUNNYSIDE

MENKE JACKSON BEYER  
EHLIS & HARPER, LLP  
(FIRM)

\_\_\_\_\_  
MARK GERVASI  
City Manager

\_\_\_\_\_  
ANTHONY F. MENKE  
Senior Partner

ATTEST:

\_\_\_\_\_  
Delilah Saenz  
City Clerk