

**AMENDMENT NO. 5 TO
AGREEMENT FOR LEGAL SERVICES**

THIS AMENDMENT, entered into this ____ day of _____, 2018, by and between the CITY OF TACOMA, Washington, a municipal corporation (hereinafter referred to as the "City") and KENYON DISEND, PLLC, hereinafter referred to as the "Law Firm").

W I T N E S S E T H:

WHEREAS the City entered into an Agreement for Legal Services with the Law Firm, dated June 27, 2012, in the amount of \$10,000, for legal services for miscellaneous municipal law matters, and

WHEREAS the parties entered into Amendment No. 1 to the Agreement for Legal Services, dated March 20, 2014, in the amount of \$40,000, for a maximum compensation amount of \$50,000, and

WHEREAS, since January 2016, the Law Firm has been representing the City in a third-party lawsuit brought under the Clean Water Act, challenging the City's wastewater pretreatment program, and

WHEREAS the parties entered into Amendment No. 2 to the Agreement for Legal Services, dated July 20, 2016, in the amount of \$25,000, for a maximum compensation amount of \$75,000, and

WHEREAS the third-party lawsuit was settled, resulting in the filing of a Consent Decree requiring that the wastewater pretreatment program be updated including a re-write of the sanitary and storm sewer code found at Tacoma Municipal Code Chapter 12.08, and

WHEREAS the parties entered into Amendment No. 3 to the Agreement for Legal Services, dated October 17, 2016, in the amount of \$40,000, for a maximum compensation amount of \$115,000, and

WHEREAS the parties entered into Amendment No. 4 to the Agreement for Legal Services, dated October 20, 2017, in the amount of \$85,000 for a maximum compensation amount of \$200,000 to allow the Law Firm to continued assisting the City in developing and implementing the requirements of the Consent Decree, including re-writing TMC Chapter 12.08 (Wastewater and Surface Water Code), and

WHEREAS, the parties desire to further amend the Agreement by revising the hourly rate and increasing the maximum compensation under the Agreement in the amount of \$100,000 to allow the Law Firm to assist the City in completing implementation

of the requirements of the Consent Decree and in addition, re-writing TMC Chapter 12.09 (Solid Waste Code) and providing legal service regarding environmental law matters;
Now, Therefore,

1. The parties hereby amend Paragraph 2 of the Agreement for Legal Services as follows:

2. The City shall pay the Law Firm, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by \$285.00 for the services of Douglas Mosich for the remainder of year 2018 and thereafter by \$300.00. While Mr. Mosich will be the primary attorney handling this matter, the Law Firm may, from time to time with the City's consent as to individuals assigned and billing rates, assign other attorneys to work on it. Expenses for copying will be billed at an amount no more than \$0.15 per page. Approved expert fees will be billed at the expert's rate. Other expenses will be billed at cost. The maximum compensation associated with this Agreement shall not exceed \$300,000.00 without further prior authorization by the City Council.

2. All other terms and conditions of the original Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

CITY OF TACOMA

KENYON DISEND, PLLC

Elizabeth A. Pauli, City Manager

By _____
Michael R. Kenyon
Managing Member

Countersigned:

11 Front Street South
Issaquah, Washington 98027

Andrew Cherullo, Finance Director

Tax ID # 91-201-6881

Approved as to form:

William C. Fosbre, City Attorney