

**CITY OF CLYDE HILL
LEGAL SERVICES AGREEMENT
CITY ATTORNEY**

1. AGREEMENT. This Legal Services Agreement ("Agreement") is entered into by and between the City of Clyde Hill ("City") and the law firm Lighthouse Law Group PLLC ("Firm"). The City and Firm are each a "Party" and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. SERVICES. The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the Mayor or designee. Tom Brubaker, or an attorney of the Firm approved by the Mayor, will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement.

3. QUALITY OF SERVICES. The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

4. DESCRIPTION AND DELIVERY OF SERVICES

4.1 At the request or with the concurrence of the Mayor or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

4.1.1 Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;

4.1.2 Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;

4.1.3 Consult with and advise the Mayor, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;

4.1.4 Attend City Council meetings (and work sessions during such meetings) as requested; and

4.1.5 Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

4.2 When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as practicable, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney, an estimate of the response date, and the mutually agreed upon deliverable(s).

4.3 The City may request the City Attorney to be available by phone, at times and in a manner agreed upon by the Mayor or a majority of the City Council and the City Attorney.

4.4 The parties acknowledge the Firm is subject to and bound by the Washington State Court Rules: Rules of Professional Conduct (RPC"), including but not limited to RPC 1.7 Conflict of Interest: Current Clients. The Firm shall follow said RPCs, including but not limited to, client representation involving a concurrent conflict of interest as defined in RPC 1.7(a).

5. FEES AND COSTS

The legal services shall be billed at the hourly rates set forth on Exhibit A for attorneys and paralegals, only. The rates attached as Exhibit A are fixed until the end of the first term after which time, they may be increased with sixty (60) days' written notice by Firm. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City's behalf, including but not limited to court fees, deposition costs, special mailing or courier, large photocopying projects, long distance telephone, travel expenses (except for travel to and from City Hall and for ordinary photocopying, facsimile and computerized legal research). Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment. Travel time and mileage costs for trips to locations other than City Hall will be reimbursed at the hourly rates for the attorneys.

6. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services and will itemize the expenses. Fees and costs are due in-full from the City upon billing by the Firm. A service charge shall accrue at the rate of twelve percent (12%) per annum but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

7. TERM

This Agreement shall be in effect from the date executed by the City for a term of two (2) years. At any time during the term of this Agreement, either party may terminate this Agreement on sixty (60) days' advance written notice.

Following the termination of this Agreement, the firm shall return all papers and property as required by RPC 1.16 (d) within thirty (30) days and upon the City's request, any other records (as that term is defined by the PRA) in the Firm's possession to the City.

8. INSURANCE

8.1 The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

8.2 No Limitation - The Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8.3 Minimum Scope of Insurance - The Firm shall obtain insurance of the types and coverage description below:

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Firm's profession.

8.4 Minimum Amounts of Insurance - The Firm shall maintain the following insurance limits:

Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

8.5 Other Insurance Provision - Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.

8.6 Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.7 Verification of Coverage - The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Firm before commencement of the work. The Firm shall provide a full copy of the policies of insurance required under this Agreement, upon request of the City.

8.8 Notice of Cancellation - The Firm shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

9. INDEMNIFICATION/HOLD HARMLESS

The Firm shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competition jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. GENERAL

10.1 Discrimination Prohibited. The Firm, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

10.2 Assignment and Subcontract. The Firm shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City as evidenced by a contract amendment approved by the City Council.

10.3. Entire Agreement; Modification. This Agreement, together with exhibits, attachments, or addenda, represents the entire and integrated Agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing as evidenced by a contract amendment approved by the City Council.

10.4. Severability and Survival. If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

10.5. Notices. Notices to the City shall be sent to the following address:

City Clerk, City of Clyde Hill
9605 NE 24th Street
Clyde Hill, WA 98004

Notices to the Firm shall be sent to the following address:

600 Stewart Street, Suite 400
Seattle, WA 98101
Phone: 206-484-5961
E-mail: tom@lighthouselawgroup.com

Either party may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

10.6. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, each party will be responsible to pay its own costs and legal fees, and the parties specifically understand and agree that venue shall be properly laid in King County, Washington.

Dated this 13th day of April 2022.

CITY OF CLYDE HILL


Marianne Klaas, Mayor

LIGHTHOUSE LAW GROUP PLLC


Tom Brubaker, Attorney

ATTEST


Dean Rohla, City Clerk/City Administrator

Exhibit A
LIGHTHOUSE LAW GROUP
2022 – 2023 Attorney Billing Rates for Clyde Hill

ATTORNEYS	HOURLY RATES
Tom Brubaker	\$337.00
Other municipal group partners: Jeff Taraday	\$337.00
Other firm partners Sharon Cates Patricia Taraday Beth Ford Angela Tinker	\$253.00
Fees charged to other parties (i.e., developers, franchisees, etc.)	Regular firm rates, adjusted annually