

EXHIBIT A

**FIRST AMENDMENT TO
AGREEMENT FOR LEGAL SERVICES**

This First Amendment to the Agreement for Legal Services (the "Amendment") is dated this _____ day of October, 2014, and is by and between the City of Lake Forest Park ("City") and Kenyon Disend PLLC ("Attorneys"). Each may be called herein a "Party," or collectively the "Parties."

RECITALS

WHEREAS, the City and Attorneys entered into an Agreement for Legal Services in December 2008, a copy of which is attached hereto as Exhibit A (the "Agreement"); and

WHEREAS, the Agreement names Bob Sterbank the City Attorney for Lake Forest Park; and

WHEREAS, in December of 2013, Mr. Sterbank left Kenyon Disend, PLLC to become City Attorney for the City of Snoqualmie; and

WHEREAS, the Mayor has appointed and the City Council has confirmed Kim Adams Pratt as Interim City Attorney while the City studies its legal department.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree to the following:

1. Section II of the Agreement (Services of the Attorneys) is hereby amended to read as follows:

**II.
SERVICES OF THE ATTORNEYS**

The Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of the Mayor. This Agreement may also be terminated by authority of the City Council. Kim Adams Pratt will serve as the Interim City Attorney and will direct the services provided under this contract.

2. Attorneys' regular hourly rates referred to in Section V (Fees) of the Agreement were updated in January 2014, as set forth in Exhibit B hereto. Attorneys' hourly rates for 2015 are set forth in Exhibit C hereto.

3. All other terms and conditions of the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

CITY OF LAKE FOREST PARK

KENYON DISEND, PLLC

By: _____
Mayor Mary Jane Goss

By: _____
Michael R. Kenyon

EXHIBIT A TO FIRST AMENDMENT
TO AGREEMENT FOR LEGAL SERVICES

AGREEMENT FOR LEGAL SERVICES

I.
PARTIES

This Agreement is made on this ____ day of December, 2008, between the City of Lake Forest Park ("City") and Kenyon Disend, PLLC ("Attorneys").

II.
SERVICES OF THE ATTORNEYS

The Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of the Mayor. This Agreement may also be terminated by authority of the City Council. Bob Sterbank will serve as the City Attorney and will direct the services provided under this contract.

III.
QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV.
SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except where defense is provided through insurance coverage, or as may otherwise be assigned to other counsel by the City Administrator or Mayor. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, agreements, resolutions, interlocal agreements, and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City, except where defense is provided through insurance coverage;
- (3) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written inemo on City business; and
- (4) Attend regular City Council meetings and other meetings as requested by the Mayor.

**V.
FEES AND COSTS**

A. Legal Services. City shall be billed for legal services described above at the Attorneys' and paralegals' regular hourly rates as set forth in Exhibit A. The hourly rates are typically adjusted each January, after consultation with the City. The Attorneys will also charge the City ten cents per page for photocopying and facsimile transmissions, and shall be reimbursed for legal messenger services, computerized legal research charges, filing fees advanced on behalf of the City, and other direct expenses.

The Attorneys shall not charge the City for any travel time or mileage costs incurred for trips to or from Lake Forest Park, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Lake Forest Park, if any, shall be reimbursed at the Attorneys' then current rates and charges.

Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

The Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

**VIII.
AGREEMENT PERIOD**

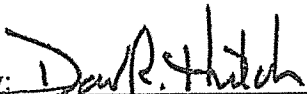
This Agreement shall be in effect upon the Mayor's signature after City Council approval, and shall remain in effect until terminated. Each party shall have the right to terminate this Agreement upon thirty days written notice.

**IX.
INSURANCE**

The Attorneys shall maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF LAKE FOREST PARK

KENYON DISEND, PLLC

By: 
Mayor Dave Hutchinson

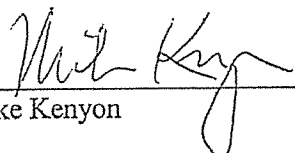
By: 
Mike Kenyon

EXHIBIT A

**KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2009**

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$250.00
Bruce L. Disend	\$245.00
Shelley M. Kerlake	\$215.00
Chris D. Bacha	\$215.00
Bob Sterbank	\$215.00
Noel Treat	\$215.00
Sandra S. Meadowcroft	\$210.00
Margaret J. King	\$210.00
Kari Sand	\$200.00

Associate Attorneys:

Amy Jo Pearsall	\$175.00
Renee Walls	\$160.00

PARALEGALS:

Margaret C. Starkey	\$100.00
Sheryl A. Loewen	\$ 90.00
Pam M. Odegard	\$ 85.00
Shelly Crossland	\$ 85.00
Mary Eichelberger	\$ 85.00
Terry Cox	\$ 85.00
Kim Obermayer	\$ 85.00
Kathy Swoyer	\$ 85.00

LEGAL INTERNS:	\$100.00
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EXHIBIT B TO FIRST AMENDMENT
TO AGREEMENT FOR LEGAL SERVICES

KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2014

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$280.00
Bruce L. Disend	\$280.00
Shelley M. Kerslake	\$250.00
Chris D. Bacha	\$245.00
Bob C. Sterbank	\$245.00
Kari L. Sand	\$230.00
John "Jay" P. Long Jr.	\$230.00

Associate Attorneys:

Rachel B. Turpin	\$155.00
Danielle M. Evans	\$155.00
Ann Marie Soto	\$150.00
Nicole L. Hay	\$140.00

PARALEGALS:

Margaret C. Starkey	\$115.00
Sheryl A. Loewen	\$100.00
Pam M. Odegard	\$100.00
Mary A. Swan	\$100.00
Terry T. Curran	\$100.00
Kathy I. Swoyer	\$100.00

EXHIBIT C TO FIRST AMENDMENT
TO AGREEMENT FOR LEGAL SERVICES

KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2015

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$295.00
Bruce L. Disend	\$295.00
Chris D. Bacha	\$260.00
Kim Adams Pratt	\$260.00
Kari L. Sand	\$240.00
John "Jay" P. Long Jr.	\$240.00

Associate Attorneys:

Rachel B. Turpin	\$165.00
Danielle M. Evans	\$165.00
Ann Marie Soto	\$160.00

PARALEGALS:

Margaret C. Starkey	\$120.00
Sheryl A. Loewen	\$105.00
Pam M. Odegard	\$105.00
Mary A. Swan	\$105.00
Terry T. Curran	\$105.00
Kathy I. Swoyer	\$105.00