

AGREEMENT FOR CIVIL LEGAL SERVICES

THIS AGREEMENT entered into between the City of Edmonds ("the City") and Lighthouse Law Group PLLC ("LIGHTHOUSE") effective January 1, 2015, is entered into in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Services to be Provided. LIGHTHOUSE will serve as attorneys for the City on all civil legal matters assigned or referred to LIGHTHOUSE by the City during the term of this Agreement, and will perform all civil legal services for the City with the exception of litigation covered by the City's insurance pool and legal services related to the issuance of any municipal bond or similar security.

This is a nonexclusive agreement and the City at its sole discretion may engage other legal counsel regarding any service that is expected to be provided by LIGHTHOUSE. Examples of such services expected to be provided by LIGHTHOUSE include, but are not limited to:

- 1.1 Preparing for and attending meetings of the City Council and City Council Committees, if applicable, as necessary or requested to do so;
- 1.2 Drafting ordinances, resolutions, and decisions;
- 1.3 Answering telephone calls from City elected officials and staff and providing general consultation on civil legal matters;
- 1.4 Attending meetings with City staff (including regular office hours if requested), the Mayor, and/or Council Members on civil legal matters;
- 1.5 Attending meetings of other City boards and commissions, such as the Planning Board and Hearing Examiner, when requested to do so; and
- 1.6 Negotiating with third parties other than in a litigation context, e.g., negotiating development agreements.
- 1.7 Representing the City and its officials in litigation matters, provided, that in cases where the City and its officials have insurance coverage through WCIA or another insurer, LIGHTHOUSE will represent the City and its officials only until WCIA retained attorneys are actively handling the case or to the extent necessary to deal with non-covered claims or to provide consultation and coordination between the City and the WCIA retained attorneys;
- 1.8 Labor negotiation or arbitration;
- 1.9 Services related to local improvement districts;

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- 1.10 Services related to taxation;
- 1.11 Services requiring expertise in CERCLA, MTCA, or other state or federal environmental cleanup laws;
- 1.12 Representing the City in administrative proceedings before another governmental unit (such as Boundary Review Board hearings, proceedings before the State Shoreline Hearings Board, or proceedings before the State Growth Management Hearings Board); and
- 1.13 Telecommunications services, including franchise negotiation and leasing.
- 1.14 Office hours at City Hall will be provided by LIGHTHOUSE at least two days a week.

2. Personnel Performing Services. Jeff Taraday will be the lead attorney and shall have the primary responsibility for attending City Council meetings and delegating work to other LIGHTHOUSE attorneys as needed. Mr. Taraday may assign work to any attorney affiliated with LIGHTHOUSE. Provision of service by any other attorney shall require prior approval by the Mayor with notification provided to the Council of such assignment and approval.

3. Payment for Services. The City will pay LIGHTHOUSE for the services specified in the sum of Forty-one Thousand Dollars (\$41,000) a month (the flat fee). This amount may be adjusted in future years with the mutual consent of the parties. Any request for increase in the flat fee shall be submitted by September 1 of any year for consideration in the budget process. If LIGHTHOUSE'S request for an increase is denied, it may terminate this agreement by providing sixty (60) days written notice. In the absence of a specific request for increase of the flat fee, the flat fee shall increase on January 1 of each year by 4%. Approval of a budget including a proposed or negotiated flat fee shall be deemed to amend the rate set forth above, effective January 1 of the following year.

4. Awards of Attorneys Fees. If the City prevails in a legal matter and the tribunal awards reasonable attorneys fees to the City as the prevailing party, the hourly rates below shall apply for the purposes of calculating such fee award, notwithstanding the fact that LIGHTHOUSE does not charge for its services to the City on an hourly basis. These rates shall also be used where the City is able to charge a third-party (e.g. a real estate developer) for work performed by LIGHTHOUSE.

Jeff Taraday:	\$260
Sharon Cates:	\$230
Patricia Taraday:	\$225
Rosa Fruehling-Watson:	\$245
Beth Ford:	\$175
other attorneys:	\$175

Upon receipt of a fee award, the City shall keep the entire award PROVIDED THAT in cases initiated by the City including abatement actions, utility lien foreclosures, and other matters involving collection of a debt that is less than One Hundred Thousand Dollars, any attorneys fee award shall be paid to LIGHTHOUSE.

5. The City will not be charged separately for normal clerical or secretarial work, the expense of which has been calculated into LIGHTHOUSE's flat fee. Reimbursement will be made by the City for expenditures related to fees paid to a mediator, expert witness fees, court costs and fees, copying, postage, process service and courier costs. Other expenses shall be reimbursed when authorized in advance by the City.
6. Billing. The City shall pay the amount of the flat fee to LIGHTHOUSE on the last day of the month for which the legal services have been rendered. It shall not be necessary for LIGHTHOUSE to send an invoice for the flat fee to be paid. For informational purposes only, LIGHTHOUSE will send a detailed monthly description of the services rendered during the past month.
7. Term of Agreement. This Agreement shall commence on January 1, 2015 and shall remain in effect until December 31, 2018. This is an agreement for legal services and the City as client may terminate the agreement for any reason upon sixty (60) days notice. LIGHTHOUSE may terminate only as provided in Section 3. In the event of termination, work in progress will be completed by LIGHTHOUSE if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, LIGHTHOUSE will submit all unfinished documents, reports, or other material to City and LIGHTHOUSE will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.
8. Professional Liability Insurance. LIGHTHOUSE will maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$2,000,000.
9. Discrimination. LIGHTHOUSE 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, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
10. Independent Contractor. LIGHTHOUSE is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to LIGHTHOUSE, or any employee of LIGHTHOUSE, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to LIGHTHOUSE which may arise as an incident of LIGHTHOUSE performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by LIGHTHOUSE.
11. Ownership of Work Product. All opinions, data, materials, reports, memoranda, and other documents developed by LIGHTHOUSE under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit.
12. Hold Harmless. LIGHTHOUSE agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of LIGHTHOUSE. The City agrees to indemnify, hold harmless, and defend LIGHTHOUSE, its

members, employees, and approved sub-contractors (e.g. Special Counsel), from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents. To the extent necessary to fully fulfill these promises of indemnity, the parties waive their immunity under Title 51 RCW.

13. Rules of Professional Conduct. All services provided by LIGHTHOUSE under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

14. Work for Other Clients. LIGHTHOUSE may provide other services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest as defined by the Rules of Professional Conduct unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.

15. Subcontracting or Assignment. LIGHTHOUSE may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the City, PROVIDED THAT such consent shall not be unreasonably withheld, and FURTHER PROVIDED THAT by this Agreement, the City hereby consents to LIGHTHOUSE's subcontracting with the following Special Counsel: Susan Drummond, Chuck Wolfe, and Mike Bradley and/or the respective legal entities through which they perform their legal services.

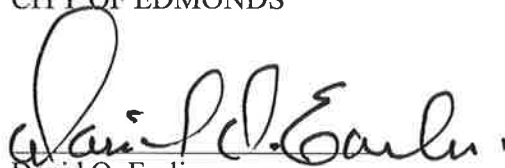
16. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the LIGHTHOUSE, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. In the event of a conflict between this Agreement and Exhibit A, this Agreement shall control.


Date: 12-8-14

Date: November 25, 2014


CITY OF EDMONDS

LIGHTHOUSE LAW GROUP PLLC


David O. Earling
Mayor


Jeff Taraday
Managing Member

ATTEST/AUTHENTICATED:


Scott Passey
City Clerk