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July 16, 2026

VIA EMAIL ONLY

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityoflfp.gov

Re: Engagement of Arete Law Group

Dear Ms. Dickinson:

Thank you for retaining Arete Law Group PLLC to represent City of Lake Forest Park (“the Client” or “you”). We look forward to working with you.

This letter establishes the terms of our engagement as legal counsel. If you have any questions or concerns regarding this letter, please contact me to discuss them.

Our firm will use its best efforts in representing you in this matter. In exchange for our services, the Client agrees to pay us for time expended on the case and for any costs we advance on its behalf.

Please be advised that the attorney-client relationship is between Arete Law Group and the Client, and Arete Law Group does not represent the Client’s employees in their individual capacity. Should future matters arise between you and the Client, you may need to seek individual legal representation. Any discussions we have in your capacity as owner, officer, director, manager or other official representative of the Client will, of course, be subject to attorney-client privilege.

The Scope of the Representation

As we have discussed, the scope of our Client representation will include advice and representation regarding the dispute involving Johansen Construction Company and the ‘SR 104 and 40th Place NE Roundabout’ construction project. Should the Client or Arete Law Group desire to modify the scope of work to be performed, each will execute an amendment to this engagement letter.

Conflicts of Interest

The Washington State Bar Association and the Rules of Professional Conduct require that we check for conflicts of interest based upon information you provide. At this time Arete Law Group has identified no present conflicts of interest. Because circumstances change, we all must be continually alert to any developing conflicts. Please call us immediately once you recognize a conflict or potential conflict.

Work Assignments

Although you will be our initial Client contact, we may also work with other Client members or representatives, if appropriate. If you prefer that we only communicate or report to particular people, please advise in writing. Absent that, we will assume that the Client representative is authorized to direct us and that he or she will disseminate our advice to all appropriate Client levels.

Deposits

At this time, we will not require an advance fee/cost deposit from you. If we anticipate that significant costs likely will be incurred at some stage of the proceedings, we may ask you either to advance the costs to us (for direct payment made by us to third parties) or to pay the costs directly (upon prior approval made by us of third-party invoices). In addition, should this matter proceed to trial, we reserve the right to require an additional advance fee deposit ("Trial Retainer") as a condition of representation. We will discuss these situations with you if they arise.

As a general practice, and consistent with our ethical and fiscal responsibilities, we will deposit any retainers, advance fees, and other client funds of modest amount(s) or that we will hold only for short periods of time, in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Supreme Court of Washington. The interest accruing in the IOLTA account, net of transaction costs, is paid to the Legal Foundation of Washington as established by the Supreme Court. The interest is not taxable to clients; rather the Legal Foundation uses it to assist in providing representation to persons who cannot otherwise afford it. You may request in writing that we establish a separate trust account for your funds. The interest earned on such an account, net of the financial institution's charges, will be deposited in the account and taxable to you.

Fees

We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys, paralegals and/or legal assistants who provide services to you. I will be the attorney in our office primarily responsible for your case. My rate for this matter is \$495 per hour. The rate for my colleague, Lisa Herb, for this matter is \$400 per hour. Whenever reasonable economies can be achieved, and consistent with effective representation, we will use paralegals, whose hourly rates are lower than attorneys, to reduce your costs and expenses. The paralegal rate for this matter is \$220 per hour. Our hourly rates are reviewed annually and may increase during the course of this engagement, typically on January 1. After reasonable notice to you, you agree to pay our hourly rates (as adjusted) for all legal services provided.

Our clients sometimes request estimates of anticipated fees for a particular matter. The estimates we render are not a guarantee of the maximum fee, and events often occur which substantially alter our predictions. Actual fees may exceed any estimates given.

Costs

Costs advanced consist of all out-of-pocket expenditures we will make on your behalf, such as payment of filing fees, deposition costs, messenger services, travel expenses, and the like. By engaging Arete Law Group you agree that, except to the extent otherwise agreed to in writing, we will function as your agent and will have authority to incur such costs as deemed by us to be necessary in rendering services to you. These costs are incurred on your behalf and you are responsible for their payment. We do not charge for incidental copying (such as file copies and copies for office use). When it is necessary to do larger copying projects (normally more than fifty or so pages) we will either send the project to an outside copying

company (and charge you the actual invoice cost) or do the copying in our office at our actual cost. All costs will be itemized by category in each invoice. We do not assess any handling charges or mark-ups on costs advanced. If your case requires the services of experts, consultants, or other outside vendors, we may elect at our discretion to have you pay their bills directly. If this is the case, you agree to pay those bills promptly upon receipt to prevent delay in necessary services on your behalf or additional charges for late payment.

In most cases, during the discovery process electronic information will be exchanged between the parties. In order to efficiently process and review this information, we employ an outside vendor to provide database services. In the event this matter requires a database, an estimate of the specific costs will be provided to the Client prior to establishing the database.

Invoices

We will invoice you monthly for services rendered and costs advanced on your behalf. If you have questions or concerns about an invoice, please bring them to my attention within 30 days of the date of the invoice. If you have not raised a question within that time period, we will assume that you have no questions regarding our statement and that you acknowledge the amount to be correct and owing. Monies are due and payable within 30 days of the date of the invoice. Any invoiced amounts that are not timely paid shall bear interest at the rate of one percent (1.0%) per month or the maximum allowed by law, whichever is less, until paid. We may withdraw from the representation, after reasonable notice, if invoices are not paid when due.

Arete Law Group utilizes electronic invoicing. Monthly invoices will be sent to the following designated email address(es):

If you would prefer to receive invoices via standard U.S. mail in addition to the electronic copy, please include your mailing address below:

Name: _____
Address 1: _____
Address 2: _____
City, State, Zip Code: _____

You may change the designated email or mailing address at any time by notifying Arete Law Group at accounting@aretelaw.com. Please note it may take up to one billing cycle for the change to become effective in our system.

Payments

Arete Law Group accepts payment by check, ACH, eCheck and credit or debit card. For ACH account information, please email your request to accounting@aretelaw.com. There is no charge for payments made by ACH or with a debit card. A credit card processing fee of 2.95% will be added to any credit card payment made by Visa, Mastercard or Discover. Beginning January 2, 2026, a credit card processing fee of 3.75% will be added for any credit card payment made by Amex as an offset of the increased expenses we incur to facilitate such payments. The surcharge amount may change during the course of our representation but will never exceed the actual amount charged to the firm per transaction.

If you utilize a billing portal for submission and payment of invoices, please provide the required account set up information and billing guidelines prior to the close of the first billing cycle to accounting@aretelaw.com.

Payment will be for professional services provided by Arete Law Group and related expenses as detailed on said invoice.

If your account becomes delinquent and the delinquency continues without an arrangement for payment satisfactory to us, we may withdraw from further representation and/or pursue collection of your account. If your account becomes 60 days past due, you agree we may suspend further legal work until your account is brought current.

Communications

You hereby grant Arete Law Group permission to contact you via phone calls, text messages, and emails for purposes related to our representation of you, including, but not limited to, case updates, appointment scheduling, billing and other communications. You acknowledge and consent that such communications may be made using automated systems or prerecorded messages where applicable. You understand that standard messaging and data rates may apply and agree to notify Arete Law Group in writing if you wish to revoke or modify this consent.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. We may express our opinions and views concerning claims, defenses and strategy, and potential anticipated results we may expect. Any such statement is intended solely to be an expression of opinions, views and beliefs, based on information available at the time, and is not and should not be construed as a guarantee of any kind.

Arbitration

As a material part of our agreement the Client and Arete Law Group agree that in the event any dispute arise between us as to unpaid billings for fees and costs or any other matter relating to our representation of you, such dispute shall be resolved by final and binding arbitration conducted in Seattle, Washington, administered by and in accordance with the then-existing JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator's fees and other administration fees, if any, shall be borne equally by the parties. The state or federal courts in Seattle, Washington shall be the exclusive venue for any motion to confirm or vacate any arbitration award. The terms and provisions of this engagement letter, as well as our respective rights and obligations hereunder, shall be construed pursuant to and in accordance with the laws of the State of Washington. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to you and look forward to a wholly amicable relationship.

Information

You understand that the accuracy and completeness of any document or presentation prepared by us is dependent upon the accuracy of information submitted by you to us. To that end, you agree to review all such information for its accuracy and completeness prior to supplying it to us. You further represent that any material, information, reports, and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth and accuracy of such information.

Insurance Coverage

With respect to any legal dispute, there may be insurance coverage available to cover all or a portion of your legal expenses and/or any judgment against you. Our scope of representation does not include determining whether insurance coverage applies in any way to the matters in which we are providing you representation. Nor does our scope of representation include advising you about your rights under any insurance policy. We encourage you to investigate potential insurance coverage and to contact your insurance company or insurance broker to determine if there may be coverage available. Should you determine that such insurance coverage is available to you, please inform us at your earliest convenience. Please be aware that obtaining coverage may depend on prompt notification to the insurance company, so it is important that you not delay your investigation of any potential insurance coverage.

Document Retention Policy

At the conclusion of our services on the matter to which this Engagement Agreement is applicable and per our obligations, we will maintain an electronic copy of your file for a period of three (3) years ("Retention Period"). You may request a copy of your file at any time prior to the end of the Retention Period. If you prefer to receive a hard copy of your file, reasonable printing and copying charges may apply.

Any original documents provided to the Firm during the course of our representation of you will be returned to you at the close of our representation. If you believe we are in possession of additional original documents not already returned to you, it is your responsibility to contact the Firm in writing within 30 days of the close of our representation and/or the return of the original documents. Otherwise, any remaining hard copy documents may be destroyed.

At the expiration of the Retention Period the electronic copy of your file may be destroyed unless you request we store it longer. If you wish us to store the file for longer than our normal Retention Period, you must give us written notice of that request within 30 days of the close of representation. Please note that you are responsible for keeping us informed of any change to your contact information during the ensuing time period. At the expiration of the extended Retention Period, we will contact you regarding retaining or destroying your file. If we are unable to reach you after reasonable attempts, we will retain or destroy your file in accordance with the Firm's policy and our obligations.

Excluded from the Retention Period and pursuant to our obligations, records of IOLTA trust transactions related to the matter to which this Engagement Agreement is applicable and/or original property maintained for your benefit will be retained for a period of seven (7) years.

Termination of the Attorney-Client Relationship

Both you and Arete Law Group have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship you must notify us immediately of your decision in writing.

If we determine that we are no longer able to represent you, we must abide by the Rules of Professional Conduct, which apply to all attorneys in Washington. Circumstances covered by the Rules of Professional Conduct regarding withdrawal from representation include but are not limited to misrepresentation or failure by the client to fully inform the attorney regarding material facts, conduct by the client that is inconsistent with the attorney's advice, failure by the client to pay fees and/or costs, and a conflict of interest. If we believe a situation is developing that might require us to withdraw as your attorneys, we will make every effort to identify the situation and discuss it with you before making any

decision. If we decide to withdraw, we will immediately give you written notice to that effect. In the event of a termination you remain responsible for payment of any legal services or costs incurred to the date of the termination. If you decide to terminate our attorney-client relationship, you will also be responsible for service and costs necessary in concluding or transferring the matter on which we have been working for you.

If you have any questions, please let me know. If the foregoing terms and conditions are satisfactory, please indicate your agreement by signing and returning a copy of this letter to me.

Again, we appreciate your having retained our firm in this matter. We look forward to working with you.

Sincerely,

/s/ Kevin Rosenfield

Kevin Rosenfield

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

CLIENT CONTACT INFORMATION

Client or Representative's Name

Mailing Address

City State, Zip

Phone Number

Email Address (if different from the billing address above)

Addendum A

The following is Addendum A to the Engagement letter dated August 7, 2026, between Arete Law Group PLLC (Attorney) and the City of Lake Forest Park (City).

Insurance

Attorney shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Attorney shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice.

This policy shall contain provisions that Attorney's insurance coverage shall be primary insurance with respect to claims arising from Attorney's acts, errors, or omissions. Attorney shall furnish the City with a certificate of insurance evidencing the insurance requirements under this Agreement prior to sending its first monthly statement.

Statements

Attorney's monthly statements to the City shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Reimbursable costs shall be separately itemized.

Attorney shall submit all invoices electronically to rdickinson@cityofflp.gov with a copy to ap@cityofflp.gov.

The Attorney shall complete and return a W-9 to the City prior to or with the first invoice.

Business License

To the extent mandated by LFPMC 5.02.030, the Attorney shall obtain a City of Lake Forest Park Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City. Such business license shall not be required to the extent that Attorney operates from premises outside of the city and qualifies for an exemption under LFPMC 5.020.030(B)(7).

Notices

Any notice required under this Agreement will be addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party) and may be made via email, personal delivery, or recognized overnight courier (such as FedEx). All notices shall be effective upon the date of receipt.

Notices to the City:

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityofflp.gov

Notices to the Attorney:

Kevin Rosenfield
Arete Law Group PLLC
600 University Street, Suite 2420
Seattle, WA 98101
krosenfield@aretelaw.com

CITY OF LAKE FOREST PARK

Rebecca Dickinson
Program Executive
Date: _____

ARETE LAW GROUP PLLC

Kevin Rosenfield
Its:
Date: _____