

August 24, 2020

City of Lynden
Attn: Mike Martin for the City Planning Commission
City Administrator
300 4th Street
Lynden, WA 98264

RE: **Engagement Letter – Special Counsel to City of Lynden Planning Commission**

Dear Mike:

We are pleased to issue this Engagement Letter to the Planning Commission for the City of Lynden (the “City”). Unless we are instructed differently, it will govern the relationship between our firm and the Planning Commission for all legal services we provide to the City.

This Engagement Letter explains the terms and conditions of our agreement to provide legal services, our client service practices, and our billing procedures. These terms, practices, and procedures will apply to the City’s account unless the City has reached a different written understanding with us. If the City agrees to our practices and procedures, there is no need to sign or return this letter. We will assume that this letter meets with the City’s approval unless we hear otherwise.

PERSONNEL

I will be assigned primary responsibility for ensuring that the City’s legal needs are met. Additional lawyers may assist or replace others in rendering appropriate legal services. We attempt to assign lawyers and other personnel on the basis of their experience and expertise, the nature and scope of the issues, and the time constraints imposed by the matter. For example, we will have a young lawyer or a paralegal assist on a case where that assistance will provide a savings to our clients. This way, we can provide the most efficient and cost-effective service.

SCOPE OF REPRESENTATION

Chmelik Sitkin & Davis P.S. represents the City of Lynden as Special Counsel representing the City of Lynden Planning Commission related to the pending matters before the City Planning Commission related to the Cedarbrook Proposal. Our Attorney-Client relationship is with the Planning Commission, an agency of the City. We understand that the City Administrator is serving as the staff intermediary for the City Planning Commission. We understand that our invoices will be sent to your attention for processing and payment by the City. Our client contact shall be the City Planning Commission, the City Administrator, and if necessary on procedural matters, the City’s General Counsel.

We do not represent any individual council members or employees, nor the City as an entity. If we provide an opinion on the potential outcome of an issue, it is an expression of our best professional judgment, not a guarantee. In the course of our representation, we will be applying the law in effect at the time our services are rendered. Those laws may change after we have completed a particular project for the Planning Commission.

CONFIDENTIALITY

The Rules of Professional Conduct, which govern all attorneys in the state of Washington, mandate that we keep confidential all aspects of our representation of the Planning Commission. This obligation continues even after we conclude our representation and the attorney/client relationship ends.

It is important to understand that any information communicated to us by the City Planning Commission is confidential unless the City Planning Commission instructs us otherwise. However, any communications from an individual Planning Commission member is not privileged from disclosure to the other Planning Commission members. Therefore, if we have a communication with one Planning Commission member we will, if asked, share that communication with the other Planning Commission members.

BASIS FOR LEGAL FEES

Legal services rendered by our firm are generally charged at an hourly rate. Each attorney and paralegal are assigned billing rates for various stages and types of matters and records his or her time for each. Because hourly rates vary among lawyers and paralegals, each statement will reflect the hours worked on the City's matters. Those rates are reviewed periodically and may be changed without notice based upon determinations of the value of the services performed by each attorney and paralegal. All time is accounted for in increments of 1/10 of an hour. Like all our municipal clients, we cap our lawyers' fees at \$275.00 per hour. For those lawyers with rates above \$275.00 per hour the rate is capped. For lawyers with hourly rates less than \$275.00 per hour the regular rate applies.

COSTS

It is our policy to serve the City through the most effective support systems available, while at the same time allocating the cost of such systems to those clients who make the greatest use of them. Therefore, in addition to fees for legal services, we bill for duplications, court filing fees, deposition or transcript fees, consultants or expert witnesses, messengers, postage, travel expenses, and other out-of-pocket costs incurred on behalf of the City of Lynden.

Although all such expenses are the City's responsibility, Chmelik Sitkin & Davis P.S. will generally, for administrative ease, advance payment to these third parties. We may forward invoices to the City for direct payment when the amounts are large.

It is our policy, when possible, to advise the City in advance of any large or non-routine expenses which may be incurred on the City's behalf.

RETAINER

We do not require a retainer from our municipal clients.

INVOICES AND PAYMENTS

We have the ability to create any number of separate invoices. Each invoice can reflect a control number assigned by the client. Typically, we create a separate invoice for each matter. This allows the City to allocate legal costs against the appropriate project or account. In addition, we typically maintain a "general" file for those one-time questions or short matters that really do not justify a separate invoice.

Please contact us if the City needs us to code our invoices in any particular fashion. We want to make sure that our invoices are presented in a format that is most usable to the City.

Chmelik Sitkin & Davis P.S. typically bills on a monthly basis, and payment is due upon receipt of the invoice. We reserve the right to add a late payment charge of 12% per annum to account balances not paid within sixty days of the invoice date.

If the City ever has any questions or concerns about an invoice, please call us. We are anxious to discuss any client billing concerns. The City will not be billed for any time spent discussing these matters.

CONFLICTS OF INTEREST

In some instances, a conflict of interest may develop between two clients. In such a case we do not represent either client on that matter unless both clients consent in writing to our representation. Frankly, conflicts are rare in our representation of cities.

TERMINATION OF ATTORNEY/CLIENT RELATIONSHIP

We serve at the pleasure of the City Planning Commission for the City of Lynden. The City can terminate our representation at any time without any notice period and for any reason or no reason. In such an event we will fully cooperate in concluding our representation and transitioning any ongoing matters to another lawyer.

We retain the right to cease performing legal services and to terminate our legal representation of the City of Lynden Planning Commission at any time upon written notice to the City. The reasons for withdrawal are sometimes mandated by ethical rules including, among other reasons, unanticipated conflicts of interest, non-payment of legal fees and expenses, failure to disclose material facts, or actions contrary to our advice. If we find it necessary to withdraw from representation, we will give the City prompt written notice and assist in the orderly transition of the Planning Commission's legal representation to other counsel that the City selects.

QUESTIONS

One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all invoices are accurate and understandable. Please direct any questions about services or billing practices to the lawyer responsible for the City's account. We encourage the City to discuss any questions the City may have with one of our attorneys at the inception of any matter and whenever the City has questions during the course of that engagement.

CONCLUSION

We understand that we are in a customer service profession and that the City of Lynden has selected this firm for important matters. We pride ourselves on developing a solid working relationship with our clients; therefore, we solicit the City's input, good or bad. We encourage the City to tell us about any concerns the City has now or at any time in the future. Again, thank you for selecting our firm.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.


Jonathan K. Sitkin

JKS/kab
Encls.
Cc: Bob Carmichael

CLIENT PRIVACY POLICY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Following these professional standards, Chmelik Sitkin & Davis P.S. has always protected your right to privacy.

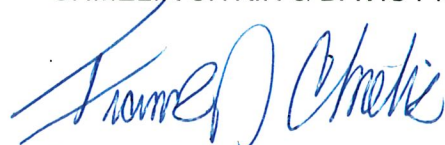
In the course of providing our clients with certain legal advice and services, we may receive significant personal financial information from our clients. All information that we receive from you is held in confidence and is not released to people outside the firm, except as agreed to by you or as required under applicable law.

Chmelik Sitkin & Davis P.S. retains records relating to professional services that it provides so that it is better able to assist you with your professional needs and in some cases to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

If you have any questions, please feel free to call your attorney at (360) 671-1796. Your privacy and our professional responsibility are always top priorities at Chmelik Sitkin & Davis P.S.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.



Frank J. Chmelik

CHMELIK SITKIN & DAVIS P.S.
HOURLY RATES FOR ATTORNEYS AND PARALEGALS
STANDARD RATE

ATTORNEY	INITIALS	RATE
FRANK J. CHMELIK	FJC	\$340
JONATHAN K. SITKIN	JKS	\$340
RICHARD A. DAVIS	RAD	\$340
LES E. REARDANZ	LER	\$325
KATHERINE D. DEETS	KDD	\$310
SETH A. WOOLSON	SAW	\$310
HOLLY M. STAFFORD	HMS	\$310
T. TODD EGLAND	TTE	\$290
MATT T. PAXTON	MTP	\$270
TIM D. SCHERMETZLER	TDS	\$260
ALLI M. BEARD	AB	\$230

PARALEGALS	INITIALS	RATE
JENNIFER A. BRUMFIELD	JAB	\$150