

AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is made on this 11th day of May, 2023, between Madrona Law Group, PLLC (“Attorneys”) and the City of Snoqualmie (“Client”).

SECTION 1. LEGAL SERVICES.

Attorneys shall provide Interim City Attorney legal services to Client as requested and directed by the Mayor, City Councilmembers, Interim City Administrator, or Department Directors. David Linehan will be the designated Interim City Attorney and the lead attorney for Attorneys in representing Client under this Agreement. Mr. Linehan will generally attend regular meetings of the City Council and weekly Department Director meetings, and, upon request, City Council Committee meetings and Planning Commission meetings. Meeting attendance will be virtual/remote unless otherwise specified. As lead attorney, Mr. Linehan may delegate assignments (or portions thereof) to other lawyers at the firm, or collaborate with such other lawyers, when doing so will enable Client to benefit from additional expertise or efficiency. If Mr. Linehan is unable to attend a specific meeting, another lawyer at the firm will provide coverage upon sufficient notice.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A, up to a maximum of fifty thousand dollars **(\$50,000.00)**. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings and conferences; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; and engaging in telephone calls and video conferences. When travel is necessary, Attorneys may charge for their reasonable travel time at Attorneys’ regular hourly rates. When two or more of Attorneys’ personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.
- B. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services

provided thirty (30) days or more after written notice of the increase is mailed to Client. Rate adjustments will typically be effective January 1 of the year following such written notice without the need for a written amendment to this Agreement. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorney if Attorneys are Client's attorney of record in any proceeding.

SECTION 4. COSTS.

- A. Client will pay all costs in connection with Attorneys' representation of Client under this Agreement. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.
- B. Attorneys shall not charge Client for mileage costs, nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client's approval.

SECTION 5. STATEMENTS.

- A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized.
- B. Payments shall be made by Client within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR.

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Attorneys shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES.

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

City of Snoqualmie
Attn: Interim City Administrator
38624 SE River Street
Snoqualmie, WA 98065

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, WA 98006

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given on the second consecutive business day following the deposit of the same in the custody of said Postal Service. Either party hereto 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.

SECTION 9. TERM.

- A. This Agreement shall take effect upon mutual execution by the parties and shall remain in full force and effect unless terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law and the Rules of Professional Conduct, upon thirty (30) days' notice to Client, unless a shorter period is agreed to by Client.
- B. In the event of termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS.

Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

SECTION 11. GENERAL PROVISIONS.

This Agreement sets forth the entire agreement of the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed, performed, and enforced in accordance with the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

AGREED TO AND ACKNOWLEDGED BY:

CITY OF SNOQUALMIE

MADRONA LAW GROUP, PLLC

By Michael Chambless
Mike Chambless, Interim City Administrator

By Ann Marie J. Soto
Ann Marie Soto, Member

Dated: 5/11/2023

Dated: 5/11/2023

APPROVED AS TO FORM:

By Anna Astrakhan
Anna Astrakhan, Asst. City Attorney

Dated: 5/11/2023

EXHIBIT A
MADRONA LAW GROUP, PLLC
2023 HOURLY RATES

ATTORNEYS:

Eileen M. Keiffer	\$295
David A. Linehan	\$360
Kim Adams Pratt	\$360
Ann Marie J. Soto	\$295
Karen Stambaugh	\$315
Rachel B. Turpin	\$295

STAFF:

Paralegal	\$155
Legal Assistant	\$90

City of Snoqualmie Business License

MADRONA LAW GROUP PLLC
14205 SE 36TH ST, PMB 440, STE 100
BELLEVUE, WA 98006

MADRONA LAW GROUP PLLC
Is Here By Authorized To Operate

15625 SE 160TH PL, RENTON, WA 98058
Business Location

Customer Number
25680

License Number
114380

Expires: 12/31/2023

Issued: 2/3/2023

License Type: Annual

Finance Department

PO Box 987

38624 SE River ST

Snoqualmie, WA 98065

425.888.1555

www.snoqualmiewa.gov



Authorized Representative, City of Snoqualmie

This license must be posted in a conspicuous place at the location listed above and is valid only for the location listed above. This license is Not Transferable.

DATE: November 22, 2022

NAMED INSURED:
Madrona Law Group, PLLC
14205 SE 36th Street, Suite 100
Bellevue, WA 98006

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE ALPS WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ALPS, ITS AGENTS OR REPRESENTATIVES COVERAGES.

TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LOSS INCLUSION DATE	LIMIT OF LIABILITY
LAWYERS PROFESSIONAL	ALPS30828	11/25/2022	11/25/2023	11/25/2019	EACH CLAIM \$3,000,000
LIABILITY CLAIMS MADE					AGGREGATE \$3,000,000

THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE AND THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.

LAW OFFICE LOCATED:	14205 SE 36th Street, Suite 100 Bellevue, WA 98006
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Kaylin Long

ALPS LPL-CERT INS (O1-18)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Madrona Law Group, PLLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14205 SE 36th St., Suite 100, PMB 440

6 City, state, and ZIP code
Bellevue, WA 98006

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	4	-	3	6	2	5	6	8	8
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► **December 1, 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  David Varelia 14300 S E Petrovitsky Rd Ste A Renton WA 980588955	CONTACT NAME: David Varelia PHONE (A/C, No, Ext): 425-226-1462 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED MADRONA LAW GROUP PLLC 14205 SE 36TH ST STE 100 BELLEVUE WA 98006-1553	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			445 5947-C05-47A	03/05/2023	09/05/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1000000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER  David Varelia 14300 S E Petrovitsky Rd Ste A Renton WA 980588955	CONTACT NAME: David Varelia PHONE (A/C, No, Ext): 425-226-1462 FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25143
INSURED MADRONA LAW GROUP PLLC 14205 SE 36TH ST STE 100 BELLEVUE WA 98006-1553	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			98-C5-D683-5	03/05/2023	03/05/2024	EACH OCCURRENCE \$ 5000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10000000 PRODUCTS - COMP/OP AGG \$ 10000000
							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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AUTHORIZED REPRESENTATIVE

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