

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services (“Agreement”) is made on this 11 day of June 2026, between Ogden Murphy Wallace P.L.L.C. (“OMW”) and the City of Snoqualmie (“Client”).

### **SECTION 1. LEGAL SERVICES.**

OMW shall provide legal services to Client as requested and directed by the Mayor, City Administrator, or City Attorney. Heidi Greenwood and Drew Pollom will be the lead attorneys for OMW in representing Client under this Agreement.

Scope of services includes, but is not limited to, the City’s general municipal attorney services and government-to-government relationship with the Snoqualmie Indian Tribe or any other federally recognized tribe. Examples of such service, without limitation:

1. General legal advice regarding municipal law and Federal Indian Law;
2. Drafting interlocal agreements, ordinances, resolutions, contracts, legal opinions, and other legal documents;
3. Drafting interlocal agreements or other contracts between the City and the Snoqualmie Indian Tribe and/or other federally recognized tribes;
4. Advising Council or Mayor on general municipal matters and matters between the City and the Snoqualmie Indian Tribe and/or other federally recognized tribes on an as needed basis;
5. Attendance at City meetings, as requested;
6. Any other legal services requested by the Mayor or City Attorney; and
7. The City understands that OMW’s representation is limited and that OMW will not represent the City in any contested matter arising in the context of its government-to-government relationship with the Snoqualmie Indian Tribe or any other federally recognized tribe.

### **SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.**

OMW 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 OMW, keep OMW reasonably informed of developments, and timely make any payments required by this Agreement.

### **SECTION 3. COMPENSATION.**

Client will pay OMW for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. OMW 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.

**OMW shall notify the City when its payment request reaches 85 percent of the authorized funding amount. The City will inform OMW of any changes to the authorized funding amount.**

#### **SECTION 4. COSTS.**

- A. Client will pay all costs in connection with OMW's representation of Client under this Agreement. Costs may be advanced by OMW 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. OMW shall not charge Client for mileage costs, nor for long-distance telephone charges. In addition, OMW shall not charge Client for legal research fees incurred by OMW 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. OMW 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.**

OMW 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 OMW, 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 OMW. Client shall have no voice in the selection, discharge,

supervision or control of OMW's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

## **SECTION 7. INSURANCE.**

OMW 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. OMW 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 OMW to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to OMW 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: City Attorney  
38624 SE River Street  
Snoqualmie, WA 98065

### ATTORNEYS:

Ogden Murphy Wallace P.L.L.C.  
701 Fifth Avenue, Suite 5600  
Seattle, WA 98104-7045

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 OMW at any time. OMW 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 OMW 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. RECORDS RETENTION.**

OMW shall maintain all records, documents, and files related to services performed under this Agreement in accordance with applicable law, including the Washington Public Records Act, Chapter 42.56 RCW, and the Washington State Records Retention Schedules adopted by the Office of the Secretary of State pursuant to Chapter 40.14 RCW. To the extent any records created or held by OMW in connection with this Agreement constitute public records of the Client, OMW shall cooperate fully with Client in responding to any public records request and shall promptly notify Client upon receipt of any such request directed to OMW. OMW shall retain all records and documents related to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or for such longer period as may be required by applicable law or professional responsibility rules, whichever is greater. Upon expiration of the applicable retention period, OMW shall dispose of such records in a manner that protects the confidentiality of Client information and complies with the Rules of Professional Conduct.

## **SECTION 11. CONFLICTS.**

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

## **SECTION 12. GENERAL PROVISIONS.**

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and **supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether written or oral, between the parties relating to the same subject matter.** 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

OGDEN MURPHY WALLACE PLLC

By: \_\_\_\_\_  
James Mayhew, Mayor

By: \_\_\_\_\_  
, Member

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dena Burke, City Attorney

Dated: \_\_\_\_\_

**EXHIBIT A**  
**Ogden Murphy Wallace P.L.L.C.**  
**2026 HOURLY RATES**

**ATTORNEYS:**

**2026 Hourly Billing Rates:**

**General Legal Services** (meeting attendance, ordinance and resolution drafting, routine consultations, and all work not defined as “Specialty Services” below)

Member	\$ 490
Associate	\$ 335

**Specialty Legal Services** (real estate transactions, project-specific land use work, development agreement and franchise negotiations, and litigation including appeals)

Member	\$ 550
Associate	\$ 395
Paralegal	\$ 300

These rates will increase annually beginning on January 1, 2027, at a rate of 3.4% or the CPI-W Seattle Tacoma Bellevue for June to June, whichever is greater.

**Travel Time**

Travel time for OMW attorneys for City-related business will be billed at applicable hourly rates from the attorney’s home or the firm offices, whichever is shorter.

**Miscellaneous Expenses**

The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided legal research when conducted on behalf of the City, mileage, and parking. Other expenses shall be reimbursed when authorized in advance by the City.

**Billing Format**

OMW will provide monthly invoices for services performed in the prior month. OMW’s invoice will show the service provided described in a manner sensitive to protecting the attorney-client privilege, the date, the person providing the service, and the time expended in tenth of an hour increments. OMW will work with the City to develop and implement a billing and invoicing process that meets the City’s needs. At the City’s

preference, individual billing numbers can be established for each department, as well as for any specialty matter (e.g., litigation, franchise negotiations, etc.) that arises.