

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made on this 24 day of November, 2025, between Madrona Law Group, PLLC ("Madrona") and the City of Snoqualmie ("Client").

SECTION 1. LEGAL SERVICES.

Madrona shall provide legal services to Client as requested and directed by the Mayor, City Councilmembers, City Administrator, or City Attorney. David Linehan will be the lead attorney for Madrona in representing Client under this Agreement. 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.

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

SECTION 3. COMPENSATION.

- A. Client will pay Madrona for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A, up to a maximum of one hundred and fifty thousand dollars (**\$150,000**). Madrona 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. Madrona 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, Madrona may charge for their reasonable travel time at Madrona's regular hourly rates. When two or more of Madrona's 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. Madrona will review their hourly rates once per year. If, while this Agreement is in effect, Madrona 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 Madrona, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Madrona if Madrona is Client's attorney of record in any proceeding.

SECTION 4. COSTS.

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

Madrona 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 Madrona, 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 Madrona. Client shall have no voice in the selection, discharge, supervision or control of Madrona's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Madrona 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. Madrona 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 Madrona to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Madrona 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: Dena Burke, City Attorney
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 until December 31, 2026 unless terminated by either party hereto. Client may discharge Madrona at any time. Madrona 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 Madrona 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.

Madrona has no present or contemplated engagements which are adverse to the Client. Madrona agrees that they shall not represent any other client in a matter (either litigation or non-litigation) in which Madrona's representation would be adverse to the Client. If, in the future, the Client asks Madrona to represent the Client in a matter that is adverse to another current or former client of Madrona, Madrona will determine whether and under what circumstances Madrona 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: _____
Katherine Ross, Mayor

By: _____
David A. Linehan, Member

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Dena Burke, City Attorney

Dated: _____

EXHIBIT A
MADRONA LAW GROUP, PLLC
2026 HOURLY RATES

ATTORNEYS:

Laurie Halvorson	\$315
Eileen M. Keiffer	\$415
David A. Linehan	\$415
Kim Adams Pratt	\$415
Ann Marie J. Soto	\$415
Karen Stambaugh	\$345
Rachel B. Turpin	\$415

STAFF:

Paralegal	\$180
Legal Assistant	\$90