RESOLUTION NO. 17-0373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN ATTORNEY SERVICES AGREEMENT WITH SUMMIT LAW P.C. FOR CITY LABOR LAWSERVICES

WHEREAS, the City has selected a law firm, renowned in the area for excellence in the field of municipal labor law; and

WHEREAS, the City has made a selection based upon a recommendation from a panel consisting of Assistant City Administrator Nix, Assistant City Administrator Gray and City Clerk Pitzel, who have worked directly with several labor law firms including Summit; and

WHEREAS, the panel unanimously recommended Summit Law, P.C. as a firm qualified and willing to provide the necessary services; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement for Labor Law Services with Summit Law, P.C. for Labor Law services substantially in the form attached here to as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF JUNE 2017

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, is made between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), located at 2224 - 104th Avenue East, Edgewood, WA 98372, and Summit Law Group, PLLC, organized under the laws of the State of Washington, located and doing business at 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104 (hereinafter the "Attorney").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from the Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. The Attorney agrees to provide legal services, as requested by the City in connection with personnel and labor matters, or as described in Exhibit A, attached hereto, the Engagement Letter from Shannon Phillips to Dave Gray dated May 25, 2017, and the Appendix.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services at the rates set forth in the Appendix. The Attorney agrees that the hourly rate charged for the Attorney’s services contracted for herein shall remain locked in at the negotiated rate for a period of one (1) year from the effective date of this Agreement.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City. The parties agree that the Attorney has the ability to control and direct the performance and details of his work, the City being interested only in the results obtained.

Section 5. Billings. Attorney shall submit invoices to the City, describing the legal services provided during the previous month. Attorney’s monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorney shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City. The Attorney acknowledges that the City may receive public records requests for copies of the Attorney’s bills, and the Attorney agrees not to include any confidential information in the bills.
Section 6. Advice and Status Reporting. Attorney shall provide the Mayor and/or City Council with timely notice and advice of all significant developments arising during performance of his or her services hereunder, orally or in writing, as appropriate or as requested. Attorney shall provide the City Attorney (and/or Mayor and City Council) with copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City.

Section 7. Communications. Attorney will communicate primarily with the Assistant City Administrator of Administrative Services, Dave Gray or Daryl Eidinger, Mayor.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by the Attorney without the prior written approval of the City.

Section 9. Indemnification and Insurance.

A. The Attorney and Summit Law Group, PLLC agree to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Attorney. The City agrees to indemnify, hold harmless, and defend the Attorney and the Summit Law Group PLLC from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents. The provisions of this indemnification shall survive the termination or expiration of this Agreement.

B. The Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services provided by the Attorney, its agents, representatives or employees. The Attorney’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Attorney shall obtain insurance of the types and limits below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. There must be a minimum combined single limit for bodily injury and property damage of $1,000,000.00 per accident.
2. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

3. **Professional Liability** malpractice insurance, written with limits no less than $1,000,000.00 per claim and $1,000,000.00 policy aggregate limit.

   The Attorney’s insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney’s insurance and shall not contribute with it.

   The Attorney’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

   Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

   Attorney shall furnish the City with certificates and any amendments before providing services under this Agreement.

**Section 10. Licenses.** Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

**Section 11. Termination.** This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney’s delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

**Section 12. Notices.** Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

**Attorney:**

Shannon Phillips  
Summit Law Group, PLLC  
315 Fifth Ave S., Suite 1000  
Seattle, WA 98104

**To the City:**  
City Clerk  
City of Edgewood  
2224 - 104th Avenue E.  
Edgewood, WA 98372
And to: Carol Morris, City Attorney
Morris Law, P.C.
3304 Rosedale Street N.W., Suite 200
Gig Harbor, WA 98335

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Section 13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 15. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 16. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 18. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.
Section 19. **Controlling Law.** The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 20. **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. In the case of a conflict between this Agreement and its attachments and exhibits, this Agreement shall control.

Section 21. **Disputes.** In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in Pierce County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

**SUMMIT LAW GROUP, PLLC**

By ____________________________
Attorney

Dated: 6/11/2017

**THE CITY OF EDGEWOOD**

By ____________________________
Mayor Daryl Eidinger

Dated: 6/13/17

ATTEST:

____________________________
Rachel Pitzel, City Clerk
APPROVED AS TO FORM:

Carol A. Morris, City Attorney
Via Email
dave@cityofedgewood.org

May 25, 2017

Dave Gray
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Re: Engagement Letter

Dear Mr. Gray:

Thank you for hiring Summit Law Group to represent the City of Edgewood with regard to general labor matters. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to view our website (www.summitlaw.com). Summit Law Group was founded on the principles that the market for legal services has dramatically changed and that a modern firm should be leaner, more efficient and more customer-responsive. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount, upward or downward, based on your perception of the value that you have received.
At present, my current hourly rate applicable to this engagement is $295. The billing rates and contact information of the Summit team members who are expected to work on this engagement are included in the Appendix to this letter.

Unless otherwise agreed in writing, we will provide you with full itemized billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other third-party vendor expenses (e.g., for high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). We also charge for costs related to document processing and discovery, electronic or otherwise. Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix, which includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP PLLC

[Signature]

Shannon E. Phillips
AGREED AND ACCEPTED:

City of Edgewood

By ________________________________

Its ________________________________

Dated ________________________________
APPENDIX TO ENGAGEMENT LETTER OF
SUMMIT LAW GROUP, PLLC

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

IDENTITY OF CLIENT.

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

SCOPE OF ENGAGEMENT.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below.

<table>
<thead>
<tr>
<th>Attorney</th>
<th>Direct Dial</th>
<th>Email</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon E. Phillips</td>
<td>(206) 676-7092</td>
<td><a href="mailto:shannonp@summitlaw.com">shannonp@summitlaw.com</a></td>
<td>$295</td>
</tr>
<tr>
<td>Peter Altman</td>
<td>(206) 676-7048</td>
<td><a href="mailto:petera@summitlaw.com">petera@summitlaw.com</a></td>
<td>$255</td>
</tr>
<tr>
<td>Kristin D. Anger</td>
<td>(206) 676-7012</td>
<td><a href="mailto:kristina@summitlaw.com">kristina@summitlaw.com</a></td>
<td>$295</td>
</tr>
<tr>
<td>Michael C. Bolasina</td>
<td>(206) 676-7006</td>
<td><a href="mailto:mikeb@summitlaw.com">mikeb@summitlaw.com</a></td>
<td>$295</td>
</tr>
<tr>
<td>Sarah Hale</td>
<td>(206) 676-7022</td>
<td><a href="mailto:sarahh@summitlaw.com">sarahh@summitlaw.com</a></td>
<td>$255</td>
</tr>
<tr>
<td>Beth Kennar</td>
<td>(206) 676-7068</td>
<td><a href="mailto:bethk@summitlaw.com">bethk@summitlaw.com</a></td>
<td>$295</td>
</tr>
<tr>
<td>Attorney</td>
<td>Direct Dial</td>
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<tr>
<td>Otto Klein</td>
<td>(206) 676-7034</td>
<td><a href="mailto:ottok@summitlaw.com">ottok@summitlaw.com</a></td>
<td>$320</td>
</tr>
<tr>
<td>Sofia D. Mabee</td>
<td>(206) 676-7112</td>
<td><a href="mailto:sofiam@summitlaw.com">sofiam@summitlaw.com</a></td>
<td>$295</td>
</tr>
<tr>
<td>M. Quinn Oppenheim</td>
<td>(206) 676-7106</td>
<td><a href="mailto:quinno@summitlaw.com">quinno@summitlaw.com</a></td>
<td>$275</td>
</tr>
<tr>
<td>Bruce L. Schroeder</td>
<td>(206) 676-7052</td>
<td><a href="mailto:bruces@summitlaw.com">bruces@summitlaw.com</a></td>
<td>$320</td>
</tr>
<tr>
<td>Dan Swedlow</td>
<td>(206) 676-7024</td>
<td><a href="mailto:dans@summitlaw.com">dans@summitlaw.com</a></td>
<td>$290</td>
</tr>
<tr>
<td>Rodney B. Younker</td>
<td>(206) 676-7080</td>
<td><a href="mailto:rody@summitlaw.com">rody@summitlaw.com</a></td>
<td>$315</td>
</tr>
<tr>
<td>Donna Murbach</td>
<td>(206) 676-7020</td>
<td><a href="mailto:donnam@summitlaw.com">donnam@summitlaw.com</a></td>
<td>$150</td>
</tr>
<tr>
<td>Linda Swanson</td>
<td></td>
<td><a href="mailto:lindas@summitlaw.com">lindas@summitlaw.com</a></td>
<td>$150</td>
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**BILLING AND PAYMENT.**

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

**CONFLICT CHECK.**

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.
OWNERSHIP AND RETURN OF FILES.

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire a copy of the files at the conclusion of our representation, you will be responsible for costs associated with file duplication and mailing, based on the hourly rate of our administrative staff. Under our document retention policy, we normally destroy client records seven years after the conclusion of a matter unless other arrangements are made. Prior to destruction, we will attempt to contact you at your last known address on record with Summit Law Group. It is your responsibility to notify Summit Law Group of any change of mailing address after the termination of an engagement. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you. If your engagement will involve significant long-term storage costs, then we may charge you for our actual costs of such storage.

DISPUTE RESOLUTION AND ARBITRATION.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation in Seattle, Washington, under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration in Seattle, Washington, under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator’s legal and factual determinations are generally not subject to appellate review.

By signing the engagement letter to which this is attached, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.