RESOLUTION NO. 19-0484

A RESOLUTION OF THE CITY OF EDGECOOD, PIERCE COUNTY, WASHINGTON, RELATING TO THE EMPLOYMENT OF AN INTERIM CITY ATTORNEY, CONFIRMING THE APPOINTMENT OF ANN MARIE J. SOTO (MADRONA LAW GROUP, PLLC) AS INTERIM CITY ATTORNEY

WHEREAS, RCW 35A.12.020 requires the City to make provision for legal counsel, either by appointment of a city attorney or on a full-time or part-time basis, or by any reasonable contractual arrangement; and

WHEREAS, the City has entered into a contract with Madrona Law Group, PLLC on a temporary basis for Ann Marie J. Soto to fill the interim City Attorney role on a contractual basis on November 25, 2019;

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

Section 1. The City Council hereby confirms the Mayoral appointment of Ann Marie J. Soto, of Madrona Law Group, PLLC as Interim City Attorney.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED THIS 10TH DAY OF DECEMBER, 2019

CITY OF EDGECOOD

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made on this 25th day of November, 2019, between Madrona Law Group, PLLC ("Attorneys") and the City of Edgewood ("Client").

SECTION 1. LEGAL SERVICES.

Attorneys shall provide City Attorney legal services to Client under the direction of the Mayor. Ann Marie Soto will serve as the City Attorney. As City Attorney, Attorneys shall be principally responsible for performing all legal work for the Client, except for matters assigned to insurance counsel, criminal prosecution, matters in which Attorneys have a conflict, or matters assigned to other counsel by the Mayor.

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. 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, conferences and court appearances; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting of court papers, ordinances, and resolutions and engaging in telephone conversations. Attorneys will charge for their reasonable travel time at Attorneys' normal hourly rates. When two of 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. If applicable, Client will pay Attorneys for services related to public records pursuant to the fees listed in Exhibit A and as further defined below:

i. Attorneys shall be compensated at the "Attorney" hourly rates for reviewing public records for responsiveness and exemptions, redacting exempt records, reviewing exemption logs, and providing legal advice related to Public Records Act (Ch. 42.56 RCW) compliance.
ii. Attorneys shall be compensated at the "Public Records Processing" rate for services such as, but not limited to, converting and deduplicating files, preparing exemption logs, downloading and transmitting files to and from Client, and other tasks typically performed by the Public Records Officer that do not call for the independent legal judgment of Attorneys.

C. 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. 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 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 Edgewood
Attn: Mayor
2224 104th Avenue East
Edgewood, WA 98372

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 two (2) consecutive business days 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 be effective upon mutual execution by the parties, and shall remain in full force and effect until 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.

B. In the event of such 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 under 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.

CITY OF EDGEWOOD

By: ____________________________  
Daryl Eidinger, Mayor

Dated: _______________ 2019

MADRONA LAW GROUP, PLLC

By: ____________________________  
Ann Marie Soto, Member

Dated: 11/25/19

ATTEST:
By: [Signature]
Rachel Pitzel, City Clerk

Dated: 11/25/19
EXHIBIT A
MADRona LAW GROUP, PLLC
2019-2020 HOURLy RATES

ATTOReNYS:
Eileen M. Keiffer  $230
David A. Linehan  $300
Kim Adams Pratt  $300
Ann Marie J. Soto  $230
Rachel B. Turpin $230

STAFF:
Paralegal  $130
Legal Assistant  $75
Public Records Processing  $130