

**CITY OF LANGLEY
AGREEMENT FOR PROFESSIONAL SERVICES**

Service Provider: LIGHTHOUSE LAW GROUP PLLC

This Agreement is entered into by and between the CITY OF LANGLEY, WASHINGTON, a municipal corporation hereinafter referred to as “City,” and LIGHTHOUSE LAW GROUP PLLC, a Washington Limited Liability Company, hereinafter referred to as “Service Provider.”

RECITALS

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services in-house; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

TERMS

1. Scope of Services; Compliance with Law

The Service Provider shall perform the services outlined in Exhibit “A” of this Agreement. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Service Provider shall perform the Work diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation

A. The City shall pay the Service Provider:

 X According to the hourly rates set forth in Exhibit “A”

B. The City shall pay the Service Provider for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period.

C. The Service Provider shall be paid for services rendered and allowable expenses incurred. The Service Provider shall complete and return Exhibit “B,” Tax Identification Number, concurrently with execution of this Agreement.

D. Any change or modification to this Agreement for additional services as above referenced shall be in writing and signed by the parties to this Agreement. Any compensation due for

the change or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties.

3. Termination

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Service Provider pursuant to this Agreement, shall be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Service Provider shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

C. The City may cancel or terminate this Agreement immediately if the Service Provider's insurance coverage is canceled for any reason or if the Service Provider is unable to perform the services called for by this Agreement.

D. The Service Provider reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

E. This section shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. Duration

This Agreement shall be in full force and effect for a period of three (3) years, commencing on October 1, 2013 and ending September 30, 2016, unless sooner terminated under the provisions of this Agreement. Time is of the essence for this Agreement in each and all of its provisions in which performance is required.

5. Ownership and Use of Documents

A. Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Service Provider in connection with the services provided to the City, shall be the property of the City whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products, and materials prepared by the Service Provider are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Service Provider harmless for such use.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released to the news media or any other source without the written permission of the City.

C. The Service Provider at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials, prepared or assembled by the Service Provider under this Agreement are potentially subject to public disclosure pursuant to Ch. 42.56 RCW. To the extent allowed by Ch. 42.56 RCW,

reports, information, data, records, and other related materials prepared or assembled by the Service Provider under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily-specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.56, R.C.W. requires disclosure of all but the most personal and sensitive information in City hands.

6. Maintenance and Inspection of Records

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

7. Independent Service Provider

A. The parties intend that an independent contractor relationship will be created by this Agreement. The City will not exercise control and direction over the work of the Service Provider, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Service Provider. No agent, employee, servant or representative of the Service Provider shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the Service Provider shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or subcontractor(s) from employment on this Project. The Service Provider may however employ that (those) individual(s) on other non-City related projects.

8. Indemnification/Hold Harmless

A. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. Insurance

A. The Service Provider 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 work hereunder by the Service Provider, its agents, representatives, or employees.

B. No Limitation. Service Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

C. Service Provider shall obtain insurance of the types described 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4) Professional Liability insurance appropriate to the Service Provider's profession.

Minimum Amounts of Insurance

D. Service Provider shall maintain the following insurance limits:

1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1) The Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2) The Service Provider'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.

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

G. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

H. Notice of Cancellation. The Service Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

J. Sub-Service Providers. The Service Provider shall include all sub-Service Providers as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Service Provider. All coverage for sub-Service Providers shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. Treatment of Assets

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement.

11. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

12. Assignment and Subcontracting

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. The City acknowledges that attorneys for whom an hourly rate is provided herein shall be deemed to be part of Service Provider for the purposes of this non-assignment provision even if they contract independently with Service Provider to provide services through Service Provider.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. Nondiscrimination

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

14. General Administration and Management

The City's contract manager shall be the mayor or his/her designee.

15. Changes

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless

such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

16. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notices sent by registered or certified mail shall be effective on the date the return receipt was signed. Notices sent by nationally recognized overnight courier service shall be effective on the date of receipt. A courtesy copy of notice may be provided by facsimile but will not suffice as required written notice under the terms of this Agreement.

To the City:
City of Langley
Fred McCarthy, Mayor
PO Box 366
112 Second Street
Langley, WA 98260
360-221-4246
fax: 360-221-4265
mayor@langleywa.org

To the Service Provider:
Lighthouse Law Group PLLC
Jeff Taraday, Managing Member
1100 Dexter Avenue N., #100
Seattle, WA 98109
206-273-7440
fax: 206-273-7401
jeff@lighthouselawgroup.com

17. Attorney Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Interpretation and Venue

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

19. Severability

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative

and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

20. Entire Agreement; Waiver

This Agreement contains a complete integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF LANGLEY

LIGHTHOUSE LAW GROUP PLLC

Fred McCarthy
Mayor

Jeffery B. Taraday
Managing Member

Date: _____

Date: _____

Attest:

Debbie Mahler, Clerk-Treasurer

Attachments: Exhibits "A" and "B"

EXHIBIT A
Scope of City Attorney Services & Payment Terms

Lighthouse Law Group PLLC will provide city attorney services to the City of Langley from October 1, 2013 through September 30, 2016. This service will include advising the city on most aspects of civil municipal law, including, but not limited to, land use, real estate, code enforcement, public records act, open public meetings act, and employment law. This service will also include occasionally representing the city in civil litigation. Lighthouse will not perform any criminal prosecution or municipal bond work. The City of Langley may opt to contract with any other law firm as it sees fit.

Lighthouse will provide this service on an on-call basis. Lighthouse will provide an attorney to be present at city council meetings only when specifically requested by the city. When our services require travel to Langley, the round trip will be charged at the attorney's applicable hourly rate.

Lighthouse will charge for its services on an hourly basis according to the following hourly rates:

Jeff Taraday:	\$260/hour
Mike Bradley:	\$260/hour
Rosa Fruehling-Watson:	\$250/hour
Sharon Cates:	\$225/hour
Patricia Taraday:	\$225/hour
Beth Ford:	\$150/hour

Each attorney will bill an extra \$50/hour for litigation before any court or administrative tribunal.

All time is billed in tenth of an hour increments, rounding up to the nearest tenth.

The rates set forth above shall be adjusted annually on October 1st of each year of the contract. Annual adjustments will be based on the local CPI-U May-to-May rate. A floor of 1 % and a ceiling of 4% shall serve as parameters to set the new hourly rates.

Expenses, including but not limited to the following, shall be reimbursed by Langley when Lighthouse incurs such expenses on behalf of Langley: filing fees and other court charges; copying and scanning charges; services of process, delivery, and courier fees; mediation fees; and expert witnesses fees.

EXHIBIT B

CITY OF LANGLEY, WASHINGTON

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Langley, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Langley before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN #: _____ - _____

SS #: _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ Date

_____ Authorized Signature (required)