

**RESOLUTION NO. 13-867**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF  
ENGAGEMENT WITH SUMMIT LAW GROUP**

**WHEREAS**, the City is in need of Attorney services for labor and employment matters;  
and

**WHEREAS**, the City advertised for qualified firms and individuals to submit proposals  
for consideration; and

**WHEREAS**, a selection panel including the Mayor, Police Chief and Asst. City  
Admin/City Clerk reviewed the proposals and interviewed the two firms who submitted  
proposals; and


**WHEREAS**, the panel unanimously recommended the Summit Law Group as a firm  
qualified and willing to provide the necessary services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

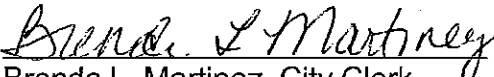
**Section 1.** The Mayor is hereby authorized to execute a letter of engagement with the  
Summit Law Group, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF APRIL,  
2013.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk



# SUMMIT LAW GROUP®

*a professional limited liability company*

SOFIA D. MABEE  
DID: (206) 676-7112  
EMAIL: [sofiam@summitlaw.com](mailto:sofiam@summitlaw.com)

April 8, 2013

Mayor Rebecca Olness  
City of Black Diamond  
24301 Roberts Drive  
Black Diamond, WA 98010

**Re: Engagement of Summit Law Group**

Dear Mayor Olness:

Thank you for seeking to hire Summit Law Group to represent the City of Black Diamond with regard to labor and employment matters and other legal matters, upon request. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

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 \$260. I anticipate that I will be the primary attorney working with the City.

315 FIFTH AVE S SUITE 1000  
SEATTLE, WASHINGTON 98104  
*telephone* 206 676-7000  
*facsimile* 206 676-7001  
[www.summitlaw.com](http://www.summitlaw.com)

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, fax, 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). 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 shall constitute the agreement between the City of Black Diamond 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.

Very truly yours,

SUMMIT LAW GROUP PLLC



Sofia D. Mabee

AGREED AND ACCEPTED:

City of Black Diamond

By Rebecca Olene  
Title Mayor  
Dated 4-19-13

## **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.

### **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.

#### **Return of Files.**

After this engagement has ended, you may request the return of your files. If you do not do so and you would like us to keep your files, then we will do this. Depending on the size of the files, we may charge you for the cost of continued storage.