

RESOLUTION NO. 21-1421

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
APPROVING A CONTRACT EXTENSION WITH PACIFICA
LAW GROUP, LLP, FOR APPELLATE LEGAL SERVICES**

WHEREAS, the City prevailed on summary judgment in the King County Superior Court case of *Koler et al. v. City of Black Diamond*, Cause No. 19-2-09340-4, including an award of approximately \$43,000 in attorneys fees in the City's favor; and

WHEREAS, the plaintiffs in the Koler lawsuit have filed an appeal in Division One of the Washington Court of Appeals; and

WHEREAS, the City Attorney has recommended to the Mayor that the City retain the services of appellate law specialist Matthew Segal and Pacifica Law Group, LLP, to assist in handling the appeal; and

WHEREAS, the Mayor executed a preliminary contract with Pacifica Law Group in February 2021, with an initial cap of \$15,000, so that Pacifica could begin work on the appeal; and

WHEREAS, the Mayor requests Council's authorization to execute a contract extension to allow Pacifica Law Group to continue representing the City for the duration of the *Koler* appeal;

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 contract with Pacifica Law Group, LLP, for appellate legal services as shown in the attachment hereto.

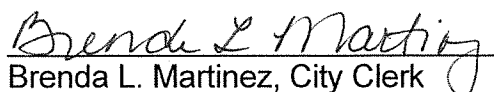
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF MAY, 2021.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk



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Seattle, WA 98101-3404
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Matthew J. Segal
matthew.segal@pacificalawgroup.com

May 13, 2021

City of Black Diamond
c/o Mayor Carol Benson
CITY HALL and FINANCE
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010
cbenson@blackdiamondwa.gov

Re: Legal Representation

Dear Mayor Benson:

Thank you for selecting Pacifica Law Group LLP to continue its representation of the City of Black Diamond ("City") in the appeal of the matter of *Koler et al. v. City of Black Diamond*.

The principal factors in determining our fees remain the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I will continue to have primary oversight for Pacifica Law Group's representation of the City and assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My discounted hourly rate for this work will continue to be \$395. Sarah Washburn's discounted hourly rate for this work will continue to be \$300. These rates reflect the discount off standard rates we customarily offer public and not-for-profit clients.

Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We do not charge for costs incurred internally (photocopying, long distance telephone charges, electronic legal research services and the like). However, to the extent we incur costs from outside vendors directly related to your work, these costs will be passed through to you without mark-up. We issue invoices for our fees and any disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. You can reach me at the office at 206.245.1700 or on my cell at 206-225-6138.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records and the information you have provided regarding adverse or potentially adverse parties, the representation of the City on this initial matter does not create a conflict of interest for Pacifica Law Group.

May 13, 2021

Page 2

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of the City does not include acting as counsel for any entity in which the City holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

Pacifica Law Group represents many other companies, individuals and government agencies (“clients”). During the time we are representing the City we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes adverse to the City that are not substantially related to our representation of the City; and/or
- (2) in matters not substantially related to our work for the City, parties who have interests adverse to the City in matters we are handling for the City.

We request the City’s consent to allow Pacifica Law Group to undertake such future representations without the need to obtain any further or separate approval from the City, as long as those matters are not substantially related to matters in which Pacifica Law Group is representing, or has represented, the City. Your signature below constitutes the City’s consent to such representation. We agree not to use any proprietary or other confidential nonpublic information concerning the City acquired by us as a result of our representation of the City to the City’s material disadvantage in connection with any litigation or other matter in which we are adverse to the City.

During our representation of the City, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between client and attorney and that an attorney’s consultation with its counsel may not be privileged, unless the attorney either withdraws from the representation of the client or obtains the client’s consent to consult with its counsel.

We believe that it is in our client’s interests, as well as Pacifica Law Group’s interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group’s


May 13, 2021
Page 3

internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

This letter confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to the City. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at the City's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to continuing to work with you on this matter, and thank you for placing your confidence in Pacifica Law Group.


Sincerely yours,

PACIFICA LAW GROUP LLP


Matthew J. Segal

ACCEPTED AND AGREED:

City of Black Diamond



Mayor Carol Benson

Date: May 20, 2021