

AGREEMENT FOR LEGAL SERVICES

Kitsap Public Health District, at 345 6th Street, Suite 300, Bremerton, Washington, 98337 (the "District"), and Summit Law Group, PLLC, 315 5th Avenue South, Suite 1000, Seattle, Washington 98104 ("Summit Law"), enter into this Agreement for Legal Services (this "Agreement"). In consideration of the mutual covenants contained herein, the District and Summit Law agree as follows:

1. RECITALS

Whereas, the District is a governmental unit constituted pursuant to chapter 70.46 RCW and chapter 9.52 Kitsap County Code;

Whereas, the District is governed by a 10-member Kitsap Public Health Board comprised of five Kitsap County elected officials and 5 members representing tribes, healthcare, community partners, and public health customers, pursuant to HB 1152;

Whereas, the District requires legal services and desires to obtain them from Summit Law; and

Now, therefore, in consideration of the terms and conditions contained herein, the District and the Summit Law agree as follows:

2. INCORPORATION OF RECITALS

The recitals set forth in Section 1, above, are hereby incorporated as substantive term of this Agreement.

3. SCOPE OF WORK

Summit Law, will provide Labor/Employment Legal Services related to the District as the District may request from time to time, including answering legal questions that arise from the District.

In accordance with Section 12 of this Agreement and the Rules of Professional Conduct of Attorneys in Washington State, if a conflict of interest exists preventing Summit Law from representing the District with regard to any matter in accordance, the District will be responsible for retaining separate legal counsel to represent it with respect to such matter.

If Summit Law is ever asked to represent the District in a legal area Summitt Law is not competent in or in which Summit Law does not feel comfortable handling, Summit Law will so advise the District so it may obtain the requisite specialized legal services required for such

representation. Nothing in this Agreement precludes the District, at its own discretion, from seeking legal services from any other provider.

4. COMPENSATION

The District will compensate the Summit Law for the services performed under this Agreement at the hourly rates as provided in Section 6. A mutually agreed upon designee from Summit Law shall be the initial point of contact for requests for legal services and may assign such requests to other attorneys as the nature of the matter requires. The hourly rates include overhead support.

The District shall be responsible for all incidental costs associated with its representation, including, but not limited to, mileage and travel costs, court costs, copy fees, courier fees, fees for title reports, et cetera.

5. BILLING AND PAYMENT

Summit Law shall submit monthly invoices to the Kitsap Public Health District, 345 6th Street, Suite 300, Bremerton, Washington, 98337 to the attention of the Administrator. Invoices will describe the services performed by each attorney, detail the number of hours worked, and list the fees and costs incurred during that month. The District shall pay Summit Law at the hourly rates set forth in Section 6. The District will make payment within thirty (30) days following receipt of billing. Upon request, the District is entitled to review the time records of attorneys anytime during the term of this Agreement and within one year after its expiration or termination.

6. DURATION AND COMPENSATION

The term of this Agreement shall be from January 1, 2025, through December 31, 2025, unless amended earlier pursuant to the terms and conditions of the Agreement. Contractor's compensation for services rendered shall be based on the hourly rate schedule attached hereto and incorporated hereinafter as ATTACHMENT A, Summit Law Group PLLC 2025 Public-Sector Rates.

7. REPRESENTATIVES

The coordinating contact representative for the Summit Law will be Rodney Younker. The coordinating contact for the District will be the Administrator, who shall have full authority to request services hereunder.

8. INDEPENDENT CONTRACTOR

Summit Law's services shall be furnished as an independent consultant and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant.

9. HOLD HARMLESS

Each party to this Contract shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. This section shall survive the expiration or termination of this Agreement.

10. TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other. Upon receipt of the notice of termination, no further fees or expenses may be incurred except as authorized by the District. If this Agreement is terminated in accordance with this paragraph, Summit Law will be entitled to payment for all work actually performed.

11. NON-EXCLUSIVE AGREEMENT

The District may obtain legal services from persons or entities in addition to Summit Law. Summit Law may provide legal services to the other entities as allowed under state law.

12. CONFLICTS OF INTEREST

Summit Law will identify potential conflicts of interest and promptly notify the District of any such conflicts. In such cases, the District may elect to obtain alternative legal counsel.

13. NON-WAIVER

The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

14. INTEGRATION

This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. BINDING EFFECT

The provisions of this Agreement are binding upon the parties and their successors, assigns, and legal representatives.

16. MODIFICATION

This Agreement may be amended only upon written agreement of the parties executed with the same formalities required for the execution of this Agreement.

17. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement and the remaining rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the invalid part, provided that the fundamental purposes of this Agreement can still be carried out.

18. **VENUE**

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

KITSAP PUBLIC HEALTH DISTRICT

Yolanda Fong
Yolanda Fong (Dec 3, 2024 15:04 PST)

Signature

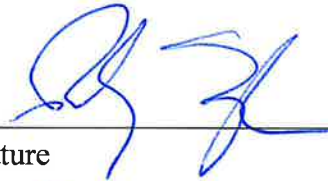
Administrator

Title

03/12/2024

Date

SUMMIT LAW GROUP, PLLC



Signature

Partner

Title

11/13/24

Date

ATTACHMENT A

Summit Law Group PLLC Labor and Employment Group

2025 Public Sector Hourly Rate Schedule

Attorneys	Public 2025
Otto Klein	445
Rodney Younker	445
Seth Berntsen	425
Shannon Phillips	425
Beth Kennar	425
Kristin Anger	425
Sofia Mabee	425
Doug Morrill	425
Quinn Oppenheim	410
Peter Altman	410
Colin Boyle	400
John Lee	400
John Henry	400
Timothy Reynolds	390
Britaney Garrett	390
Evan Chinn	390
Jesse Taylor	375
Hathaway Burden	375
Vanessa Williams-Hall	355
Molly Gibbons	345
Legal Support Staff	
Austin Cooper	315
Bonnie Gail	265
Dominique Barrientes	265
Kim Welsh	265
Suzy Windes	265
Nani Vo	265
Paige Heine	225

KPHD 2439






2439 SUMMIT LAW GROUP

Final Audit Report

2024-12-03

Created:	2024-12-03
By:	april fisk (april.fisk@kitsappublichealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApENZDJAYtHtJEUQCgyFWgoCwt0hAQquA

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-  Document created by april fisk (april.fisk@kitsappublichealth.org)
2024-12-03 - 11:01:53 PM GMT
-  Document emailed to Yolanda Fong (yolanda.fong@kitsappublichealth.org) for signature
2024-12-03 - 11:01:58 PM GMT
-  Email viewed by Yolanda Fong (yolanda.fong@kitsappublichealth.org)
2024-12-03 - 11:03:31 PM GMT
-  Document e-signed by Yolanda Fong (yolanda.fong@kitsappublichealth.org)
Signature Date: 2024-12-03 - 11:04:11 PM GMT - Time Source: server
-  Agreement completed.
2024-12-03 - 11:04:11 PM GMT