

AGREEMENT FOR LEGAL SERVICES

The Discovery Clean Water Alliance, a Washington municipal corporation (hereinafter the "Alliance"), and the law firm of Foster Pepper PLLC, whose address is 1111 Third Avenue, Suite 3000, Seattle, Washington 98101-3296 (hereinafter the "Law Firm"), agree as follows:

I. LEGAL SERVICES

A. The Law Firm agrees to provide legal services relating to the formation and operational implementation of the Discovery Clean Water Alliance and such other matters as may be requested by the Alliance from time to time. The scope of the Law Firm's services is described in more detail in Attachment A (General Counsel Services) and in Attachment B (Special Counsel Services for Capital Projects).

B. The Law Firm will use its best efforts to expedite the Alliance's legal matters promptly and efficiently according to its legal and ethical obligations.

C. Nothing in this Agreement shall prevent the Alliance from engaging other legal counsel for specific tasks during the period that the Law Firm is providing legal services to the Alliance.

II. FEES

A. The Alliance shall pay the Law Firm, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this agreement and multiplying such total hours by the respective hourly rates that are approximately 90% of the standard hourly rates then being charged by the Law Firm's attorneys performing the service. For purposes of illustration, the Law Firm's 2018 standard and adjusted hourly rates for the attorneys expected to assist the Alliance appear at Attachment C. The Alliance also shall reimburse the Law Firm for actual out-of-pocket costs incurred in connection with the services it provides, including, without limitation, travel expenses, overnight delivery charges, and photocopying. Travel to and from Clark County for meetings must be requested by the Alliance, acting through the Board Chair or designated official of the Administrative Lead. Car travel will be reimbursed at IRS-approved reimbursement rates in effect at the time of travel. Air travel will be reimbursed at actual costs, but not in excess of coach rates, and train travel may be reimbursed at business class rates. Travel time will be not be reimbursed for time spent working on non-Alliance matters.

B. Billings should be submitted on a monthly basis. The Alliance will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-tenth of an hour. Each billing statement should set forth for each date services were performed:

- A brief summary of the services provided
- The number of hours, or fractions of hours spent
- Expenses and disbursements in detail

C. The Alliance anticipates the Law Firm's general counsel services (Attachment A) will be supported by the Alliance's operating budget and the Law Firm's special counsel services for

capital projects (Attachment B) will be supported by the Alliance's capital budget. The general counsel and special counsel services provided by the Law Firm will not exceed the amounts allocated in the Alliance's adopted operating and capital budgets, respectively, unless specifically authorized by the Alliance Board or the Administrative Lead.

D. The Law Firm and assigned attorney have been retained because of their expertise. The Alliance should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance Alliance approval. The Alliance should not be billed for time spent in preparing or reviewing the firm's billings to the Alliance or in internal firm quality control procedures. The Law Firm will keep the Alliance fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

E. Payment shall not be made until the Alliance is fully satisfied with the services performed for the previous month. Payments shall be made through the Alliance's ordinary payment process and shall be considered timely if made within 45 days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

III. INTERACTION WITH ALLIANCE

A. Consistent with Section IV.C of the Interlocal Formation Agreement creating the Alliance, the Law Firm shall report directly to the Board of the Alliance. However, on a day-to-day basis, the Law Firm shall coordinate closely with the Alliance's Administrative Lead and Operator(s), recognizing the Administrative Lead role under Section V.B and the Operator(s) role under Section V.C of the Interlocal Formation Agreement. The Law Firm shall also coordinate closely with Standing Committees formed by Board resolution. Except under special circumstances in which the Law Firm determines that confidentiality concerns require otherwise, or when the Alliance Board determines otherwise, the Law Firm will submit invoices to the Administrative Lead for review, recommendation and processing prior to submittal to the Board of the Alliance.

B. The Law Firm will keep the Alliance well informed of all legal matters it handles on the Alliance's behalf. The Law Firm will send the Alliance copies of all material papers coming in or going out of its offices to or from third parties. The Alliance's files at the Law Firm and its progress shall be open to the Alliance for inspection at any time.

IV. INDEPENDENT CONTRACTOR STATUS

A. The Law Firm shall serve as an attorney for the Alliance and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. The Law Firm, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Law Firm shall maintain all necessary insurance to protect Law Firm from losses and claims which may arise out of or arise from performance of duties related to this agreement, including Worker's Compensation and professional liability insurance.

V. TERM; SUSPENSION OR TERMINATION

This Agreement shall be effective from January 1, 2019, to December 31, 2022, and shall replace all prior agreements for legal services entered into between the Alliance and the Law Firm.

The Alliance may suspend or terminate the performance of services under this Agreement by written notice to the Law Firm, in whole, or from time to time in part, at the Alliance’s discretion. The Law Firm may withdraw for any reason in accordance with the Rules of Professional Conduct promulgated by the Washington State Supreme Court.

VI. NONDISCRIMINATION

The Law Firm shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates or pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subject to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap.

VII. MODIFICATION

This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

VIII. NOTICE

Notice given pursuant to this Agreement shall be given in writing by directing it to: The Discovery Clean Water Alliance Board of Directors, c/o Clark Regional Wastewater District, Clark Regional Wastewater District, 8000 NE 52nd Court, P.O. Box 8979, Vancouver, WA 98668-8979, and to Foster Pepper PLLC at 1111 Third Avenue, Suite 3000, Seattle, WA 98101-3296, or at such other address as the either party may request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

FOSTER PEPPER PLLC

By: Lee Marchisio
Lee Marchisio
Date: 10/31/2018

DISCOVERY CLEAN WATER ALLIANCE

Ron Onslow
Ron Onslow, Board Chair
Date: 12-21-18

ATTACHMENT A

Scope of General Counsel Services

The general counsel services to be provided by Law Firm, upon the request of the Alliance, include:

1. Assistance and advice concerning the formation of the Alliance and the adoption of basic procedures and documents relating to the creation of a new municipal corporation and transition to full operations.
2. Advice on Washington law and regulations relating to joint municipal utility services authorities, including but not limited to Chapter 39.106 RCW.
3. Advice on public records, open public meetings, procurement, and other matters of municipal law.
4. Assistance and advice concerning federal, state, and local environmental laws and regulations, and representation of the Alliance in negotiations and proceedings with regulatory authorities.
5. Review and comment on interlocal agreements, administrative and operator agreements, other service agreements, and contracts that have been drafted by counsel to other entities, and, when expressly requested, negotiation and drafting of such contracts.
6. Review and comment on administrative and operational code provisions, and, when expressly requested, drafting of such provisions.
7. Review and comment on asset transfer documents, franchises and other documents relating to the acquisition and operation of various assets for regional service purposes, and, when expressly requested, drafting and negotiating such documents.
8. Representation of the Alliance in legal proceedings, if any.
9. General background advice on state law and federal tax and securities law relating to the issuance of municipal bonds and other obligations for regional wastewater capital purposes.
10. Other general legal advice and assistance as requested.

The Law Firm may also be retained to serve as bond counsel in connection with one or more borrowings by the Alliance, but those services would be the subject of a separate services agreement.

ATTACHMENT B

Scope of Special Counsel Services for Capital Projects

The special counsel services for capital projects to be provided by Law Firm, upon the request of the Alliance, include:

1. Assistance and advice concerning federal, state, and local environmental laws and regulations, and representation of the Alliance in negotiations and proceedings with regulatory authorities.
2. Assistance and advice concerning state and local land use laws and regulations, and representation of the Alliance in negotiations and proceedings with regulatory authorities.
3. Review, comment, and provide advice regarding real property transfers, conveyances, franchises, and other documents relating to the implementation of the Alliance's capital projects, and, when expressly requested, drafting and negotiating such documents.
4. Assistance in dispute resolution, including representation in contested matters before administrative and court proceedings.
5. Other special counsel legal services related to the Alliance's capital projects, as requested.

ATTACHMENT C

2018 Standard and Adjusted Hourly Rates

Name of Attorney	2018 Standard Rates	2018 Alliance Rates
Lee Marchisio	350	315
Lori Terry Gregory	605	545
Steve DiJulio	625	560
Marc Greenough	510	460
William Tonkin	565	510*
Brad Hoff	525	470
John Fandel	560	505
Bryan Helfer	455	410
Jay Donovan	510	460
Colm Nelson	460	415
Tacy Hass	335	300
Joe Brogan	525	470
Andrea Bradford	325	290
Joanne Kalas	385	345

* \$510 for tax matters; \$485 for non-tax matters.