

ENGAGEMENT AGREEMENT

This Engagement Agreement sets forth the agreement between the City of Longview, Washington ("City") and Moss & Barnett, A Professional Association ("Moss & Barnett"), concerning legal representation to renew the cable television franchise held by Comcast Communications ("Comcast") and to handle other cable communications issues as may be directed by the City. For purposes of this representation, Moss & Barnett understands that its client is the City not any of its individual officers, agents or employees or any other entity.

- A. The scope of the engagement is to assist the City in connection with drafting and negotiating a cable television franchise with Comcast, advising the City regarding the renewal process to be followed, performing a review of the franchise fee and PEG fee payments the City has received from Comcast, and other related cable communications services as directed by the City. Moss & Barnett's 2015 hourly rates for communications work on behalf of municipal clients ranges from \$165/hour for paralegal work to \$450/hour for senior shareholder work. Moss & Barnett generally finds that the average hourly rate for municipal franchise renewal work is approximately \$295/hour. The parties recognize that neither the City nor Moss & Barnett can control the actions of the cable operator during renewal negotiations; and, therefore the cost may be higher or lower than the estimated costs. Our billing rates are subject to change from time to time, generally in January of each year.
- B. Moss & Barnett will represent the City with Brian Grogan as the primary attorney responsible for all services. While other professionals at Moss & Barnett may perform services on the City's behalf in connection with the services referenced above, it is understood and agreed that Brian Grogan will not be removed or replaced as the primary and responsible attorney for all services without the prior written consent of the City. Moss & Barnett will use its best judgment to determine the most economical use of its attorneys and its staff personnel.
- C. The City will receive an itemized statement of its account from Moss & Barnett on a monthly basis, which summarizes the services rendered, and the costs and expenses incurred on the City's behalf. Moss & Barnett reserves the right to increase the hourly rates of any attorneys and staff. Such increases will, however, not be implemented without the prior approval of the City. Time is billed by the one-tenth of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City's behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from the office.

- D. The City will reimburse Moss & Barnett for all reasonable and necessary costs and expenses which we incur on the City's behalf. These costs and expenses include charges for subcontractors working on the City's behalf, photocopying, delivery and messenger services, WESTLAW, travel, mileage, food and lodging.
- E. The periodic statement of account which the City will receive from Moss & Barnett will include a brief description of activity on the matter. We do not itemize all specific services rendered on a particular date. The City will contact Moss & Barnett in writing within thirty (30) days of receipt of its statement if the City has a question regarding any charges on its statement. If Moss & Barnett does not hear from the City, it will assume that there are no questions or problems.
- F. All balances on the City's account are due thirty (30) days after the date of the statement. Interest at the legal rate shall accrue on the unpaid balance of the City's account from the due date.
- G. Moss & Barnett is a general service law firm that the City recognizes has represented, now represents, and will continue to represent numerous clients nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. Given this, without a binding conflict waiver, conflicts of interest might arise that could deprive the City or other clients of the right to select this firm as their counsel. Thus, as an integral part of the engagement, the City agrees that Moss & Barnett may, now or in the future, represent other entities or persons, including in litigation, adverse to the City on matters that are not substantially related to (a) the legal services that we have rendered, are rendering, or in the future will render to the City under the engagement and (b) other legal services that we have rendered, are rendering, or in the future will render to the City (an "Allowed Adverse Representation"). The City also agrees that it will not assert that either (a) this firm's representation of the City in any past, present, or future matter or (b) this firm's actual, or possible, possession of confidential information belonging to the City is a basis to disqualify this firm from representing another entity or person in any Allowed Adverse Representation. The City agrees that any Allowed Adverse Representation does not breach any duty that this firm owes to the City.
- H. Moss & Barnett assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom Moss & Barnett will contact and who will regularly review, discuss, and meet with Moss & Barnett regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with City personnel to facilitate the performance of services by Moss & Barnett and to ensure that all information

and issues required for review by the City are made available to Moss & Barnett. The City designates Todd Dodgin as its contact person for this project.

- I. This Agreement may be terminated for any reason by either the City or Moss & Barnett upon giving thirty (30) days written notice to the other. If such notice is given to Moss & Barnett, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to Moss & Barnett. Otherwise, there shall be no further liability to the City.
- J. Although Moss & Barnett is not required to do so, it is Moss & Barnett's policy to retain files for ten (10) full calendar years after a file has been closed. Files will thereafter be destroyed unless the City specifically directs us otherwise. If the City wishes all or a part of the City's file returned to the City, please notify Moss & Barnett as soon as possible. All reasonable steps will be taken to preserve confidential communications and secrets from disclosure to third parties.
- K. You are engaging Moss & Barnett to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.
- L. This Agreement contains all of the terms of the services and financial arrangement between the City and Moss & Barnett and can only be modified by a written document signed by both parties.

**MOSS & BARNETT,
A Professional Association**

By: _____
Brian T. Grogan, Esq., Shareholder

Dated: _____, 2015

CITY OF LONGVIEW, WASHINGTON

By: _____

Its: _____

Dated: _____, 2015