

LEGAL ASSISTANCE AGREEMENT

This Legal Assistance Agreement dated May 31, 2021 (this “**Agreement**”) is made and entered into between Jewish Family Service of Seattle, a Washington nonprofit corporation (“**JFS**”), and Eastside Legal Assistance Program, a Washington nonprofit corporation (“**ELAP**”). JFS wishes to engage ELAP to provide legal services to JFS clients, and ELAP wishes to provide such services, pursuant to the terms and conditions of this Agreement.

The parties hereby agree as follows:

1. **Services**

1.1 **Basic Service**

(a) ELAP’s “Low Bono Program” will provide one-on-one, limited legal services to referred JFS clients by contracting with legal professionals in private practice. ELAP will also through staff attorneys or contracted legal professionals provide consultation to JFS to help understand client legal situations. Subject to applicable laws and the Washington Rules of Professional Conduct, attorneys engaged by ELAP to provide services under this Agreement will take commercially reasonable steps to protect under the attorney-client privilege communications that occur between JFS clients and applicable JFS counselors and staff.

(b) ELAP will find, vet, and contract with licensed and qualified attorneys or limited license legal technicians (“**LLLTs**”) who are able to respond to JFS requests for legal information and/or direct client assistance. ELAP will be solely responsible for paying the attorneys and LLLTs that ELAP engages in connection with this Agreement.

(c) All attorneys engaged by ELAP to provide services must be authorized to practice law in the State of Washington and must be members in good standing of the Washington State Bar Association. All LLLTs engaged by ELAP to provide services must be licensed to provide legal services by the Washington Supreme Court and only may consult with JFS clients on family law matters within the scope of their LLLT license.

(d) All services provided under this Agreement ELAP and the attorneys and LLLTs engaged by ELAP will be provided in accordance with applicable law, including the Washington Rules of Professional Conduct.

(e) ELAP will provide JFS staff access to its standard community legal training programs.

1.2 **Expected Legal Issues**

(a) The parties expect that the legal assistance needs of JFS clients will primarily relate to landlord/tenant issues, particularly in relation to (i) eviction threats and notices, (ii) eviction proceedings and prevention, (iii) moratorium/post-moratorium regulations, and (iv) payment plans.

(b) The parties also expect that the legal assistance needs of JFS clients will be in elder law, family law, and limited refugee and immigration issues.

(c) ELAP will offer interpretation services and/or recruit attorneys and LLLTs who speak a variety of languages to best serve JFS clients in their preferred language.

1.3 **Clients.** For a JFS client to qualify for legal assistance provided by ELAP under this Agreement, (a) the JFS client must be low-income (80% AMI and below) and cannot otherwise afford a lawyer, and (b) the JFS client must reside in King County, Washington, and the client's legal issue must also be in King County.

1.4 **Scope of Work**

(a) ELAP will initially provide up to 200 hours of legal services under this Agreement.

(b) ELAP will not impose an hourly limit on any JFS client, but the parties estimate ELAP will provide approximately 20 hours of legal services per client.

(c) The parties estimate approximately 10 JFS clients will be served under this Agreement.

(d) Scope of work available under this Agreement can be increased upon the mutual written agreement of the parties.

1.5 **Process.** JFS will establish an internal JFS client referral process to ELAP, and ELAP will respond to referrals in timely manner with appropriate attorney counsel.

1.6 **Reporting/Metrics.** ELAP will submit quarterly reports to JFS (by Jan 15, April 15, July 15, and October 15) on an Excel spreadsheet developed by ELAP to include the following: (a) number of JFS clients served; (b) client demographics to include age, gender, ethnicity, and language; (c) type of legal issue; (d) number of legal service hours; (e) number of legal service providers; (f) outcome of legal issue; and (g) successful resolution/no resolution/unsuccessful resolution.

2. **Fees**

2.1 JFS will pay \$100 to ELAP for each hour of legal service provided under this Agreement, up to a maximum aggregate payment of \$20,000 (200 hours).

2.2 In addition to payments required by (a) above, JFS will pay to ELAP a 22% administrative fee on funds used.

2.3 ELAP will invoice JFS monthly and provide an invoice by the 10th of the following month for payment.

2.4 ELAP will use its own invoice form to describe the service hours that are being billed, dates of service, client names, and the 22% administrative fee. Back-up documentation (e.g., individual attorney invoices) is not required.

3. **Term.** This Agreement will remain in effect (a) for a period a one year following the date of this Agreement or (b) until 200 hours of legal service have been provided under this Agreement, whichever occurs first. Either party may terminate this Agreement by delivering 30 days' prior written notice to the other party, provided that any such termination will not cause an existing attorney-client

engagement to terminate. This Section 3 and Sections 4 and 5 will survive any termination of this Agreement.

4. **Insurance; Indemnification**

4.1 At ELAP's expense, each attorney and LLLT that is engaged by ELAP to provide services under this Agreement will maintain and have in effect during the term of this Agreement professional malpractice insurance with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If such insurance is written on a claims made basis rather than an occurrence basis, such insurance will continue through the term of this Agreement and ELAP will purchase, at its expense, either (a) an extended reporting endorsement (also, known as tail coverage); (b) prior dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or (c) demonstrate through certificates of insurance that ELAP has maintained continuous coverage with the same or original insurer. Coverage provided under items (a), (b), or (c) will continue as long as the law allows. Evidence of such insurance must be provided to JFS upon request.

4.2 ELAP will indemnify, defend, and hold harmless JFS its affiliates, directors, officers, employees, agents, and representatives (each, an "**indemnified party**") from and against any claim, damage, expense, liability, or loss incurred by any such indemnified party arising out of or in connection with ELAP's (or any attorney or LLLT engaged by ELAP) breach of this Agreement or performance of any services under this Agreement.

5. **Miscellaneous Provisions.** The parties are independent contractors and not partners, joint venturers, or agents, and neither party may obligate the other party. Either party's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. This Agreement will be governed and interpreted according to the laws of Washington, without regard to its conflicts-of-laws provisions. Any proceeding between the parties regarding this Agreement or the services provided under this Agreement will take place exclusively in the state or federal courts located in King County, Washington, and both parties submit to, and waive any objection to, the exclusive jurisdiction and venue of such courts. In any proceeding between the parties regarding this Agreement, the prevailing party in such proceeding will be entitled to recover from the other party the attorneys' fees and costs incurred by such prevailing party in connection with the proceeding. If any part of this Agreement is found to be unenforceable, the unenforceable provision will be replaced with an enforceable provision that most nearly achieves the intent and economic effect of such unenforceable provision, if possible, and this Agreement otherwise will remain in full force and effect. Any notice provided under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class, certified mail, return receipt requested, to the appropriate address set forth on the signature page to this Agreement, as such address may be changed by written notice to the other party. This Agreement may not be changed, terminated, or amended except in a writing signed by both parties. This Agreement may be executed and delivered by facsimile signature, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), or other reliable transmission method. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement is the entire understanding between the parties relating to the subject matter hereof and replaces all previous or contemporaneous agreements, understandings, or representations of or on behalf of the parties, oral or written.

The parties have executed this Agreement effective as of the date first above written.

JFS:

JEWISH FAMILY SERVICE OF SEATTLE

By: Will Berkovitz
Name: Will Bekovitz
Title: CEO

Address: 1601 16th Ave.
Seattle, WA 98122

ELAP:

EASTSIDE LEGAL ASSISTANCE PROGRAM

By: Gerald Shepherd Kroon
Name: Gerald S. Kroon
Title: Executive Director

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