

Law Office of William J. Eling

**9401 N.E. Covington Road, No. 102
Vancouver, Washington 98662**

[360] 260-1189

[360] 213-0770 fax

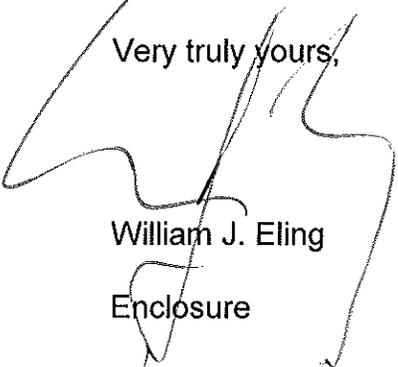
February 12, 2014

City of Woodland
ATTN: Mayor Grover Laseke
230 Davidson Avenue
Woodland, Washington 98674

RE: Renewal of City Attorney Appointment

My contract to act as the City Attorney for Woodland for civil matters expires March 31, 2014. I would appreciate the opportunity to continue in that position and would ask that you renew my appointment. I enclose a proposed contract for your review and for the review of the City Council. There are no changes from the current contract except the change in the beginning and ending dates. The hourly rate is unchanged. Similar to the present contract, this contract would be for 27 months beginning on April 1, 2014, and ending on July 31, 2016.

Very truly yours,



William J. Eling

Enclosure

**AGREEMENT FOR LEGAL SERVICES
MUNICIPAL – CIVIL
RETAINER - HOURLY
*Twenty-Seven Months***

THIS AGREEMENT, entered into this _____ day of February, 2014, is by and between the CITY OF WOODLAND, a municipal corporation located in the County of Cowlitz, State of Washington, (hereinafter referred to as "City"), and WILLIAM J. ELING, Attorney at Law, with an office located at 9401 NE Covington Road, Suite 102, Vancouver, County of Clark, State of Washington, (hereinafter referred to as "Attorney").

Recitals

The parties recite and declare that:

1. The City and Attorney had previously entered into an agreement pertaining to his appointment as city attorney for the City of Woodland.
2. The City wishes to continue to retain Attorney to represent the City and to provide the scope of services to be delivered upon the terms and conditions set forth in this Agreement.

Agreement

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Attorney and City agree as follows:

1. Purpose of Contract. City hereby retains Attorney as the City of Woodland Attorney and to perform and render legal services to the City as its general counsel, excluding criminal prosecution and excluding representation in collective bargaining and related grievance hearings or unfair labor practice adjudication.

2. Acceptance and Duration of Contract. The City does hereby retain the Attorney as its attorney for and during a period commencing on April 1, 2014, and ending on the 31st day of July, 2016, for the performance of legal services as described in this Agreement. Attorney shall at all times be an independent contractor and not an employee of the City.

3. Place of Work. It is understood that the Attorney's service will be rendered largely at 9401 NE Covington Road, Suite 102, Vancouver, Washington, but that the Attorney will, on request, come to the Municipal Offices of the City at 230 Davidson Avenue, Woodland, Washington, or such other places as designated by the City, to meet with representatives of the City on the terms and conditions set forth in this Agreement.

4. Retainer. The City agrees to pay attorney a monthly retainer of \$4,625 per month for 25 hours per month at the rate of \$185 per hour calculated in tenths of hours.

5. Nature of Services Included in Retainer. The parties intend that the retainer cover those legal services necessary for the management and operation of the City and in compliance with Washington State law. The retainer would include attendance at two city council meetings per month and the preparation for and travel to those meetings. Preparation would include

review and drafting of city ordinances and would include legal research for issues arising from the application of specific city legal authority as set forth in RCW Titles 35, 35A, 39, 41 and 42. This would include the preparation and/or review of contracts, leases, inter-local agreements and other legal documents pertaining to the management and operation of the City, excepting labor or collective bargaining agreements which can be performed within the agreed number of hours per calendar month.

6. Nature of Services Not Included in Retainer And Serviced Provided Which Exceed Minimum. Services not included in the retainer are those not specifically described in Section 5 or exceed the agreed number of hours. Also excluded from the retainer and paid on an hourly basis are the following legal services: city administrative and quasi-judicial hearings; legal work concerning threatened litigation, litigation or appeal; the arbitration and mediation of disputes; representation in state administrative hearings [growth management, shorelines, employment security, etc]; land use hearings and appeals; meetings or joint meetings with other jurisdictions not part of a regularly scheduled city council meeting, condemnation proceedings, establishing local improvement districts. The hourly rate of \$185 would be billed in tenths of hours and is in addition to the retainer. Due to liability concerns, opinion letters for obtaining bond or other municipal finance will be negotiated on a case by case basis.

7. City's Best Efforts/Attorney Report. The City agrees to use its best efforts to keep Attorney apprised of legal issues or legal questions that may be discussed at City Council meetings so that Attorney may be prepared for meetings. The City also agrees to use its best efforts to designate contact persons from the City to afford consistent and reliable communication. The Attorney may rely on directions from the Mayor (or City Manager) regarding the services to be provided under Sections 5 or 6.

On a regular basis, the Attorney will provide to the Mayor and to the City Council a short written status report. This report will generally describe time expended for each City department or matter and also describe the Attorney's progress on Council initiated legislative tasks including but not limited to estimated completion dates. The Attorney shall exercise his best legal judgment when making this report to prevent waiver of attorney-client privilege, to avoid jeopardizing or undermining City legal positions or defenses, whether asserted or unasserted, and to honor boundaries between administrative and legislative functions. If a report includes a matter appropriate for discussion in an executive session, the Attorney shall inform the Mayor that an executive session should be called to discuss that specific matter.

8. Costs Advanced. In addition to the compensation set forth above, the City shall reimburse the Attorney for all reasonable and necessary expenses which may be paid or incurred by him on behalf of the City in the bringing of any action, suit or proceeding or in the transaction of any and all business on behalf of the City. By approving this agreement, the City authorizes Attorney to advance costs no more than \$250 per item, but no more than \$1,000 at any one time.

9. Other Employment. The Attorney shall devote the time reasonably necessary to the business of the City but shall not by this retainer be prevented or barred from taking other clients of a similar or other legal character by reason of this agreement, except to the extent such representation creates an unwaived conflict of interest. City acknowledges that Attorney will reserve for the City no more than the minimum hours set in Section 4.

10. Termination. This agreement may be terminated by either party at any time on thirty

(30) days' written notice to the other party.

11. Modification. No modification or waiver of this agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

12. Third-Party Indemnification. The City shall indemnify, defend and hold Attorney harmless against all claims, actions, and liability Attorney may hereafter incur with third parties while acting within the scope of his representation of City.

13. Notice. Notice required under this agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

City of Woodland: Post Office Box 9
230 Davidson Avenue
Woodland, Washington 98674

William J. Eling: 9401 NE Covington Road, Suite 102
Vancouver, Washington 98662

14. Best Efforts RE: Contract Extension/Fee Arbitration. Should this contract expire, the terms shall roll-over on a month to month basis until either terminated pursuant to Section 10 or a new contract is approved. Should there be a fee dispute between the City and the Attorney, the parties agree to submit the matter for the fee arbitration service provided by the Washington State Bar Association.

15. Complete Agreement. This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Attorney other than contained herein.

Approved by the Woodland City Council on the ____ day of February, 2014, and in witness whereof, the parties have executed this Agreement on the dates indicated.

CITY OF WOODLAND:

ATTORNEY:

By: _____
Grover Laseke, Mayor
The City of Woodland

William J. Eling, Attorney at Law

Dated: _____

Dated: _____

ATTEST:

By: _____
Mari E. Ripp, Clerk/Treasurer
City of Woodland

Dated: _____