

**AGREEMENT FOR LEGAL SERVICES
MUNICIPAL – CIVIL
RETAINER - PART HOURLY**

THIS AGREEMENT, entered into this 21st day of April 2008, 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 issued and circulated a public request for qualifications from attorneys interested in appointment as the city attorney for the City of Woodland.
2. The Attorney was one of several attorneys who responded to the request for qualifications.
3. The City has reviewed the qualifications and experience of the Attorney and interviewed the Attorney.
4. The City has made a decision to retain Attorney to represent the City 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 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 May 1, 2008, and ending on the 31st day of December, 2008, 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 \$3,900 per month.

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. The parties anticipate that such services can be provided to the City within 25 hours of attorney time per calendar month.

6. Nature of Services Not Included in Retainer and Paid Hourly in Addition to Retainer. Services not included in the retainer are those not specifically described in Section 5. 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 would be \$175 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. 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.

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 \$1000 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 a conflict of interest, unless, upon disclosure, the City chooses to waive an apparent or actual conflict.

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 Upon Any Contract Extension. The City notes that Attorney in recognition of a preexisting City fiscal condition has substantially discounted both the retainer and the hourly rate quoted to the City and additionally has agreed to accept a flat retainer. Given that in the course of representation the City and the Attorney will have experience based information to assess the financial terms of this Agreement, the parties agree to reassess a 2009 retainer and do so beginning November 2008.

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 21st day of April, 2008, and in witness whereof, the parties have executed this Agreement on the dates indicated.

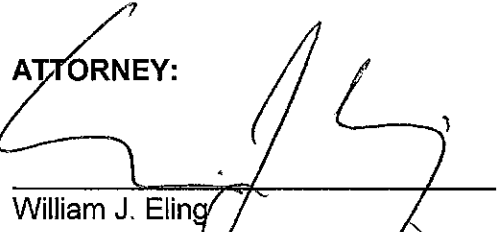
CITY OF WOODLAND:

By: 

Charles E. Blum, Mayor
The City of Woodland

Dated: 4-23-08

ATTORNEY:


William J. Eling

Dated: 4-22-08

ATTEST:

By: 

Mari E. Ripp, Clerk/Treasurer
City of Woodland

Dated: 4-23-08