

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, effective this 1<sup>st</sup> day of January 2013 is by and between the **CITY OF STEVENSON**, a municipal corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **KENNETH B. WOODRICH, PC, of WOODRICH & ARCHER LLP**, Attorney at Law, with an office located at 110 SE Cascade Avenue, City of Stevenson, County of Skamania, State of Washington, (hereinafter referred to as "Attorney").

The parties recite and declare that:

1. The City is in need of an attorney to perform and render legal assistance to the City.
2. The Attorney employs persons who, through education and experience, possess the requisite skills to provide competent legal services for the City.
3. The City is, therefore, desirous of engaging the services of the Attorney.

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:

### **Section One** **Purpose of Employment**

City hereby employs Attorney as Attorney and counselor at law to perform and render legal services to the City as its general counsel.

### **Section Two** **Acceptance and Duration of Employment**

The client does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2013, and ending when terminated as provided in Section Seven, below, for the performance of legal services herein set forth.

### **Section Three** **Place of Work**

It is understood that the Attorney' service will be rendered largely at 110 SE Cascade Avenue, Stevenson, Washington, but that the Attorney will, on request, come to the Municipal Offices of the City at 150 NW Loop Rd., Stevenson, Washington, or such other places as designated by the City, to meet with representatives of the City.

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**Section Four**  
**Nature of Duties**

As general counsel for the City, Attorney shall perform all legal services necessary or proper for the protection of the interest and property of the City whenever, and to the extent required by the City, shall represent the City in any and all actions, suits or proceedings in all courts of the State of Washington or competent jurisdiction; shall initiate any suits, actions, or proceedings necessary and proper for the protection of the interest or property of the City or necessary or proper in the ordinary conduct or transaction of its business; shall prepare and all contracts, instruments, and documents necessary and proper in connection with the business of the City; and, in general, to render all such legal services of every kind and nature as the City shall require or deem proper in its business.

The Attorney acknowledges that the City has one regular meeting per month, and will attend same. The Attorney further agrees to attend any regular meeting of the Planning Commission, any meetings of the Board of Adjustment when and any meetings of the Construction Board of Appeals when requested by the City to do so.

**Section Five**  
**Compensation**

The City agrees to pay the Attorney:

A. At the rate of Two Hundred Ten (\$210.00) Dollars per hour for the following services performed by the Attorney on the City's behalf:

1. Representing the City in Superior Court or any higher Court;
2. Condemnation proceedings;
3. Services in connection with the establishment of a local improvement district;
4. General obligation bond or revenue bond issues; and

B. At the rate of One Hundred-Eighty (\$180.00) Dollars per hour as compensation for the following services to be performed by the Attorney on the City's behalf:

1. Attendance at all regular meetings of the City Council;
2. Attendance at all regular meetings of the Planning Commission;
3. Attendance at any meetings of the Board of Adjustment and the Construction Board of Appeals;
4. Legal advice, including formal opinions, as needed;
5. Preparation of all ordinances, resolutions, leases, contracts, and documents of a similar nature; and

6. Any services over and above the formal duties of the City Attorney not enumerated in subsections A and B herein, or as otherwise agreed to between the City and Attorney;

C. 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, including tuition charges and travel expenses to attend Washington State Association of Municipal Attorney meetings as approved by the Council.

### **Section Six** **Other Employment**

The Attorney shall devote all time reasonably necessary to the business of the City but shall not by this retainer be prevented or barred from taking other employment of a similar or other legal character by reason of the employment herein specified.

### **Section Seven** **Termination**

This agreement may be terminated by either party at any time on thirty (30) days' written notice to the other party.

### **Section Eight** **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.

### **Section Nine** **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 in the capacity of City Prosecutor and while acting within the scope of their representation of City.

### **Section Ten** **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 Stevenson**  
City Hall  
P.O. 371  
Stevenson, Wa 98648

**Kenneth B. Woodrich PC**  
**WOODRICH & ARCHER LLP**  
Attorney at Law  
110 SE Cascade Avenue  
P.O. Box 510  
Stevenson, WA 98648

**Section Eleven**  
**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.

IN WITNESS WHEREOF, the parties have executed this agreement at Stevenson, Washington, this 20 day of December, 2012.

**CITY OF STEVENSON:**

**ATTORNEY:**

By: Frank Cox  
Frank Cox, Mayor  
of the City of Stevenson

By: Kenneth B. Woodrich  
Kenneth B. Woodrich PC of  
Woodrich & Archer LLP

**ATTEST:**

By: Mary Ann Duncan-Cole  
Mary Ann Duncan-Cole,  
Clerk of the City of  
Stevenson