AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, effective this _____ day of _____, 2012 is by and between the **CITY OF NORTH BONNEVILLE,** 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 retains Attorney as City Attorney to perform and render legal services to the City as its general counsel. City Attorney is an independent contractor and not a City employee.

Section Two
Acceptance and Duration of Employment

The client does hereby retain and appoint the Attorney as its City Attorney for and during a period commencing on the 1st day of January 2013, and continuing thereafter unless and until terminated pursuant to Section 7, below, for the performance of legal services herein set forth.

Section Three
Place of Work

It is understood that the Attorney's 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 City Hall, North Bonneville., 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 City Attorney, 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. Attorney is retained strictly for civil matters – City has a separate contract for prosecution services.

The Attorney acknowledges that the City has two regular meetings per month, and will attend them either in person or electronically when available. The Attorney further agree to attend all regular meetings of the Planning Commission, all meetings of the Board of Adjustment and all meetings of the Construction Board of Appeals when requested by the City to do so. City agrees to share equally with Attorney's other municipal clients the travel costs, meals at state per diem rates, lodging and tuition for City Attorney to attend two Washington Association of Municipal Attorney conferences per year.

Section Five
Compensation

The City agrees to pay the Attorney:

A. At the rate of Two hundred Ten ($210.00) Dollars per hour, or such other rate as Council may hereafter approve, 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, or such other rate as Council may hereafter approve, 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.

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 Attorney 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 North Bonneville	**Kenneth B. Woodrich PC** **WOODRICH & ARCHER LLP**
City Hall P.O. 7 North Bonneville, WA 98639	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 North Bonneville, Washington, this ____ day of _____, 2012.

CITY OF NORTH BONNEVILLE:

By:_____
Don Stevens, Mayor
of the City of North Bonneville

ATTORNEY:

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

ATTEST:

By:_____
John Spencer
Clerk of the City of
North Bonneville