

**RETAINER AGREEMENT  
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

**I - PARTIES/EMPLOYMENT**

The CITY OF OAK HARBOR (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington 98290-2959, and said law firm (hereinafter "ATTORNEY") agrees to provide municipal law services and legal support services on the terms and conditions stated below. The ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

**II - QUALITY OF SERVICES**

The ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**III - COMPENSATION**

A. Basic Retainer: The CITY shall pay the ATTORNEY a retainer in the amount of \$4,200.00 per month, which retainer shall be compensation for up to 24 hours of work per month for the following legal services:

1. To provide municipal law services and support to the Mayor, Councilpersons, City Administrator, City Attorney and administrative heads of the various departments of the CITY under the direction of the Mayor, City Administrator and City Attorney.
2. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate. To perform such other municipal legal services as requested.

B. Additional Services: The CITY shall pay the ATTORNEY for the following additional or special legal services at the rate of \$185.00 per hour, or, if said services are performed by a paralegal in the ATTORNEY's office the same shall be compensated at the rate of \$140.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 24 hours per month.

2. Meetings. Attendance, at the request of the Mayor or City Administrator, at evening meetings of CITY boards, City Council, commissions or committees.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$195.00 per hour.

D. Time Records. In order to determine appropriate compensation, the ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### **IV - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the CITY shall reimburse the ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, at the hourly rate one way, lodging and tuition relating to meetings of the Association of Washington Cities

and Association of Municipal Attorneys which shall be pro-rated. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

**V - EXCEPTIONS**

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

**VI - INSURANCE COVERAGE**

The ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall indemnify and hold the ATTORNEY harmless from any and all claims brought by third parties against the ATTORNEY acting in said capacity.

**VII – EMPLOYMENT**

The CITY agrees for a period of two years from the effective date of this Agreement it shall not employ or contract with any employee, former employee or independent contractor of WEED, GRAAFSTRA AND ASSOCIATES, INC., P.S., for services. This provision shall survive expiration and/or termination of this Agreement.

**VIII - EFFECTIVE DATE AND DURATION**

This contract shall take effect on July 1, 2015 and shall continue in effect through June 30, 2016 unless earlier terminated or renegotiated by either party upon 60 days' written notice.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

WEED, GRAAFSTRA AND  
BENSON, INC., P.S.

CITY OF OAK HARBOR

By: \_\_\_\_\_  
GRANT K. WEED, PRESIDENT

By: \_\_\_\_\_  
SCOTT DUDLEY, MAYOR

ATTEST:

By: \_\_\_\_\_  
ANNA THOMPSON, City Clerk