

RESOLUTION NO. 285

A RESOLUTION OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON, APPOINTING THE TOWN ATTORNEY AND AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES.

WHEREAS, the Town desires to contract with the law firm of Dionne & Rorick to serve as Town Attorney; and

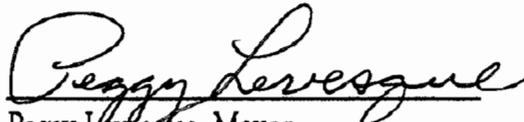
WHEREAS, such firm has indicated its willingness to serve in that capacity;

NOW THEREFORE, the Town Council hereby resolves as follows:

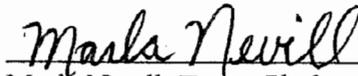
1. The law firm of Dionne & Rorick is hereby appointed to serve as Town Attorney. All attorneys of such firm shall be authorized to perform the functions of Town Attorney as defined by law or Town ordinance.

2. The Mayor is authorized to execute the agreement with Dionne & Rorick, attached hereto and incorporated herein by reference, for the provision of legal services to the Town.

DATED this 17<sup>th</sup> day of October, 2006.

  
Peggy Levesque, Mayor

ATTEST:

  
Marla Nevill, Town Clerk



ATTORNEYS AT LAW  
900 TWO UNION SQUARE  
601 UNION STREET  
SEATTLE WASHINGTON 98101

TEL (206) 622-0203  
FAX (206) 223-2003  
attorneys@dionne-rorick.com



October 17, 2006

Peggy Levesque, Mayor of South Prairie  
Post Office Box F  
Town of South Prairie, Washington 98385

Re: **Engagement Letter**

Dear Peggy:

Thank you for selecting Dionne & Rorick to represent and advise South Prairie. The purpose of this letter is to set forth our standard terms of engagement and explain the basis on which we provide legal services. We encourage you to review these terms carefully and call us if you have any questions.

#### **Scope of Representation**

Our attorneys represent municipalities in a broad range of legal matters, however we do not provide advice regarding municipal financing or municipal bonds. Our client, for the purposes of our professional responsibility, is the Town. We will respond to requests and direction of all town officials until notified otherwise.

#### **Assessment of Possible Outcomes**

Our attorneys often are asked to state a judgment as to the outcome of legal matters. In doing so, we will use our best professional judgment as grounded in the experience of representing municipalities for thirty years. We cannot, however, provide guarantees. Facts may change after our initial assessment, or the law itself may be changed by the legislature or the courts. Moreover, on some legal questions, there simply may not be a clear-cut answer. We will, however, always strive to provide you with the information necessary to make an informed decision regarding the Town's legal affairs.

#### **Legal Fees**

Our fees are based on a variety of factors, including the time and effort involved, the complexity or novelty of the matter, the experience and expertise of the person providing the service, and the nature and longevity of our professional relationship with your town. The basic fee for most services is calculated by multiplying the hours spent times the hourly rate of the professional providing the service at the time the service was rendered. All of our attorneys keep accurate daily records of time spent on behalf of your town in one-tenth hour segments. Our hourly rates are carefully reviewed and occasionally adjusted to reflect changes in overhead, the

legal market, or the current level of experience or expertise of the professional involved. The time spent on a matter and the rate of the person providing the service is printed on your monthly invoice. A listing of our current hourly rates is enclosed with this letter. This list denotes the attorneys that are most likely to be providing services to your town.

We often provide services under retainer agreements, guaranteeing certain amounts of services on a monthly basis. The terms of this engagement letter apply equally to a retainer agreement relationship except as specifically amended by the terms of the retainer agreement.

Occasionally you may ask us to estimate the amount of legal fees likely to be incurred in a particular matter. Our attorneys will use their best professional judgment in doing so, however, any such estimate is not a guaranteed maximum. In most legal matters it is impossible to predict exactly how much time and effort will be required because of factors outside of our control, including changes in facts or law, or the choices and actions of an opposing party. As with our legal opinions, we will always strive to provide you with the cost information necessary to make an informed decision regarding the Town's legal affairs.

#### **Billing for Costs**

Dionne & Rorick does not charge for routine office expenses such as postage, faxes, copies, secretarial services, long-distance telephone charges or other miscellaneous costs which we consider a normal part of our office overhead. We will bill for reimbursement of expenses incurred on your behalf from outside agencies, vendors, and professionals, such as court filing fees, expert witness costs, court reporter costs, messenger service or express mail fees, or the costs of outside document production services. In some cases, we will arrange for billing of these services directly to your town. For travel, we bill for the actual time of the professional involved at the hourly or retainer rates discussed above, but not for the cost of mileage incurred in the travel.

#### **Payment of Invoices**

We will send you an invoice for our services on or around the fifth day of each month. Because many of our clients have a limited number of council meetings at which warrants may be approved, we have extended the grace period for payment of our invoices to 60 days from the date of the statement. The balance of all unpaid fees and costs will accrue interest at the rate of one percent per month (annual rate of 12%) after sixty (60) days from the date of the statement.

If you have any questions about a billing statement, we encourage you to immediately call the attorney working on the matter or our office manager, Maia Serosky. The earlier you bring a matter to our attention, the easier it is for us to respond to your inquiry. We do not charge for time spent responding to reasonable inquiries from clients regarding their bills.

### Termination of Relationship

You have the right to terminate our attorney-client relationship at any time for any reason. If you decide to do so, you remain responsible for payment of any legal service rendered or costs incurred to the date we actually received notice, including any unpaid fees under a written retainer agreement. You also remain responsible for the services and costs necessary for concluding or transferring the matters on which we have been advising or representing you.

In some limited circumstances, the Rules of Professional Conduct which apply to all attorneys in Washington may allow or require that we discontinue representing you on a particular matter. Situations covered by the Rules of Professional Conduct include a conflict of interest with other clients, the failure of a client to pay for fees and/or costs, misrepresentation or failure by a client to fully inform the attorney regarding material facts, and conduct by a client that is inconsistent with the attorney's advice. If we decide to withdraw from representing you, we will give you immediate notice to that effect.

### Acknowledgement of Terms of Engagement

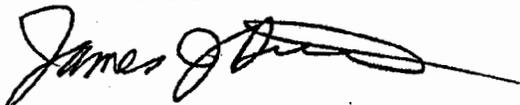
After you have reviewed this letter, please acknowledge your understanding of the terms of our engagement by signing a copy of this letter in the space provided below and returning it to us at your earliest convenience. If the signed engagement letter is not returned to Dionne & Rorick within 10 days, we will assume that these terms are acceptable to you. We also encourage you to retain a copy of this letter for your records.

### In Closing

Thank you again for allowing us to represent South Prairie. We look forward to this opportunity to work with you and provide your town with the responsive and personal service upon which we have built our professional reputation.

Sincerely,

DIONNE & RORICK

  
James J. Dionne

Peggy Levesque  
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Terms of engagement accepted:

*Peggy Levesque* 10/19/06  
Peggy Levesque, Mayor Date  
Town of South Prairie

JWS:ms  
Enclosure  
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**DIONNE  
& RORICK**

Our hourly rates are as follows:

Jim Dionne	\$240/hour
Michael Rorick	\$220/hour
Buzz Porter	\$220/hour
Cliff Foster	\$220/hour
Jeff Ganson	\$220/hour
Rachel Miller	\$195/hour
Kathleen Haggard	\$195/hour
Lance Andree	\$195/hour
Jason Schumann	\$175/hour
Lisa Worthington - Brown	\$175/hour
Lynette Meachum	\$175/hour

## AGREEMENT

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, Dionne and Rorick, hereinafter referred to as "Attorney," and the Town of South Prairie, hereinafter referred to as "Town," agree as follows:

1. Dionne and Rorick hereby agrees to provide legal services, upon request, for the Town of South Prairie as Town Attorney. All members of the firm shall have the authority to perform legal services on behalf of the Town with the same authority as the Town Attorney. The duties of the Town Attorney include but are not limited to the following:

- a. Prepare all resolutions and ordinances as requested by Mayor, Town Council and Town Clerk.
- b. Render legal opinions for the Mayor, Town Council and Town Clerk, as requested.
- c. Report to Mayor, as requested.
- d. Perform the duties of Town Prosecutor.

2. Attorney agrees to provide up to 7 retainer hours per month for the flat fee of \$1,050 per month to the Town of South Prairie. Additional hours will be billed at Attorney's regular hourly rates.

3. Services required hereunder shall not include services covered by insurance or other third party indemnity agreements for Attorney fees which will be billed at Attorney's regular hourly rates, or as otherwise agreed on a case-by-case basis. Conflicts of interest for specific cases shall be handled with the appointment of independent counsel. All work related to municipal financing and municipal bonds are excluded from this Agreement and shall be referred to the Town's Bond Counsel.

4. The Town agrees to provide administrative support necessary for the performance of Attorney's services on behalf of the Town. Attorney shall bill for reimbursement of Attorney's costs of retaining or consulting with professional consultants (including attorneys, engineers, and other similar consultants) where, in Attorney's discretion, such consultation is in the best interests of the Town, when approved by the Mayor.

5. Disputes under this Agreement shall be decided by binding arbitration under the voluntary rules of the American Arbitration Association, unless otherwise agreed to by the parties. This Agreement shall continue until modified or eliminated in writing by either party.

DATED this 17<sup>th</sup> day of October, 2006.

DIONNE & RORICK

  
By: James J. Dionne

TOWN OF SOUTH PRAIRIE

  
By: