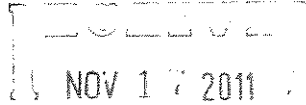


LAW OFFICES OF
WEED, GRAAFSTRA AND BENSON, INC., P.S.

21 AVENUE A
SNOHOMISH, WASHINGTON 98290-2962

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BY:.....

November 16, 2011

Mayor Paul Samuelson
City of Langley
112 Second Street
P.O. Box 366
Langley, WA 98260

Re: 2012 Legal Services

Dear Paul:

Enclosed please find duplicate originals of our proposed City Attorney Retainer Agreement for calendar year 2012. We are proposing no change in our rates or fees. Except for the effective date of the Agreement there are no changes proposed in 2012.

If you are comfortable with the enclosed agreement we ask that you place it on the Council Agenda for action before the end of the year.

We very much value the working relationship we have developed with you and the City and look forward to another successful year in 2012.

Very truly yours,

GRANT K. WEED
City Attorney

GKW/kkl

Enclosures

cc: Debbie Mahler, City Clerk (w/encls.)

**CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2012**

I - PARTIES/EMPLOYMENT

The CITY OF LANGLEY (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY 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 CITY 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 Services: Basic City Attorney services shall be charged at the rate of \$160.00 per hour and may consist of:

1. Attend or be available by telephone for the two regularly scheduled meetings of the City Council per month.
2. To provide legal advice to the Mayor, Councilpersons, and administrative heads of the various departments of the CITY.
3. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and department heads may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

1. Extra meetings. Attendance, at the request of the City, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings.

2. 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 CITY 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 \$180.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY 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 CITY ATTORNEY on a monthly basis, and within four 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 CITY 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, a pro-rata share of lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. 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

To the extent provided by the Association of Washington Cities Insurance Pool, the CITY shall provide insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify, defend and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY in said capacity.

The CITY ATTORNEY shall also provide errors and omissions and malpractice coverage with limits of not less than two million (\$2,000,000) dollars coverage and shall indemnify and hold the CITY, its officers, agents, employees and elected officials harmless from all claims arising out of the sole negligence of the City Attorney.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2012 and shall continue in effect until December 31, 2012 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2012 for the succeeding year. If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2011.

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

By Grant K. Weed
GRANT K. WEED, PRESIDENT

CITY OF LANGLEY

By _____
PAUL SAMUELSON, MAYOR

ATTEST:

By _____
DEBBIE MAHLER, CITY CLERK-TREASURER