

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

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May 3, 2021

Wayne Fournier, Mayor
City of Tenino
149 Hodgden Street South
PO Box 4019
Tenino, WA 98589

RE: *Fire District Engagement Letter*

Dear Mayor Fournier:

We are very pleased the City of Tenino has engaged our law firm to represent the City of Tenino regarding a claim related to RCW Ch. 52.30. Our goal is to provide the highest quality of legal services and to communicate with our clients in a clear and candid manner beginning with the terms of our engagement.

Scope of Representation

I will represent the City of Tenino in connection with a fire district's Petition for Writ of Mandate, which it is expected will be filed shortly with the Thurston County Superior Court.

Fees

My representation will be on an hourly basis at \$250 an hour, and \$90 per hour for my paralegal's time.

Unless otherwise agreed, we charge for legal services rendered by this firm based upon the standard hourly rate of each attorney for each hour or portion of an hour spent on your behalf, including telephone calls. These rates are subject to change from time to time and will always be available to you upon request. They are also subject to an adjustment on each billing to ensure that you are charged a reasonable fee in light of the nature of the work required and the results achieved.

In addition to our fees, you will also be expected to pay the reasonable cost of expenses incurred on the City's behalf, including necessary travel expenses, legal messenger charges, filing fees, postage (other than for letters), copies, unusual word processing charges, and other similar

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expenses. We understand that travel costs outside of Thurston County, if any, will need to be pre-approved.

Normally you will be billed on a monthly basis for services rendered and costs incurred during the preceding month. If you have any questions with respect to any monthly billing, please feel free to contact me immediately. Our statements are due upon receipt. Interest at one percent per month is imposed on all balances not paid within 30 days of the billing date.

We are assuming that the City Council has approved a resolution authorizing payment of defense expenses pursuant to RCW 4.96.041.

Potential Conflicts of Interest

You acknowledge that co-parties, such as yourselves, may have adverse interests. Although no conflicts are anticipated, you hereby waive any actual or potential conflict of interest associated with such representation.

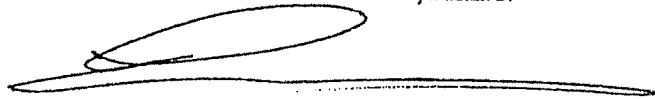
Engagement Agreement

Please review this letter; as it will constitute a binding agreement when signed by both of us, which may only be amended in writing. To indicate your agreement on these terms, please execute a copy of this letter and return it to me for my records.

Again, it is our goal to provide the highest quality legal services to our clients. While I will be the attorney primarily responsible for your matter, other members of the firm may also work on aspects of it. Please do not hesitate to contact me at any time, should you have any questions about our representation or the manner in which your case is being handled. I appreciate the confidence that you place in our firm and look forward to a mutually satisfactory relationship.

Sincerely yours,

YOUNGLOVE & COKER, P.L.L.C.



Edward Earl Younglove III
Attorney at Law

EEY:ad
cc: Richard L. Hughes, City Attorney

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By: **City of Tenino**

I have read and agree to the above.

Wayne Fournier, Mayor

Date: _____