WBM | WITHERSPOON BRAJCICH MCPHEE

JOHN T. DRAKE
JDrake@workwith.com
509.252.5666

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

September 13, 2017

Via Email to: ElmerCityMayorsOffice@gmail.com

Mayor Jesse Tillman
Town of Elmer City
505 Seaton Ave.
Elmer City, WA 99124

Re: Engagement Letter

Dear Mayor Tillman:

Thank you for engaging Witherspoon Brajcich McPhee, PLLC ("the Firm"), to provide legal services to the Town of Elmer City ("Elmer City"). This letter sets forth and confirms the terms of our engagement. If you have any questions about the terms set forth herein, or if you feel that I have not accurately described the scope of the engagement, please let me know as soon as possible.

If the terms below are acceptable to you, please sign and return this letter to me via U.S. Mail or email. Upon receipt of the signed engagement letter, we will be able to begin representing you.

Scope of Services. Elmer City has asked the Firm to provide legal services in connection with a dispute arising from an interlocal agreement between Elmer City and the Town of Coulee Dam for joint operation and utilization of sewage disposal facilities ("Interlocal Agreement"). If requested by Elmer City, the Firm will initiate litigation to enforce Elmer City's rights under the Interlocal Agreement, to specifically include a claim for preliminary injunctive relief.

Legal Fees and Costs. Our charges include our fees for legal services plus reimbursement for all out-of-pocket expenses in accordance with our customary billing practices.

Legal Fees. Our fees for the legal services for this engagement will be charged based upon our hourly rates for actual time spent. I will be the attorney primarily handling this matter. My billing rate for general counsel services is $250 per hour. When feasible, the services of other attorneys and/or paralegal staff in our office may be utilized to provide the most cost-effective and efficient service for you.

Legal fees will be billed at the hourly rate of the attorney actually performing the particular work. Currently, attorney hourly rates range from $175 to $320 per hour. Paralegal time is billed at $100 per hour. Like other businesses, our rates may be increased from time to time to reflect changing economic conditions.

We generally charge legal fees for all time expended with you or on your behalf including, but not limited to, telephone conversations, personal conferences, strategy development and planning, letter and document preparation, and review, research, drafting, and travel. We keep daily records of the time expended, including a brief description of the activity on your behalf.

Costs. In addition to legal fees, you will be charged for expenses incurred or advanced on your behalf. Charges incurred for services provided by third parties including, but not limited to, messenger services, special handling costs for mailing, outside copying services, and long distance charges will be billed to you at our cost. Other expenses normally incurred on your behalf, such as facsimile transmissions, photocopies, and printouts will be billed at the rates normally charged our clients for those costs. At times it may be necessary to incur extraordinary expenses on your behalf such as overtime for secretarial services or legal research. Those costs will be authorized and preapproved by you prior to the firm incurring those expenses. You may be asked to pay for certain expenses in advance or directly when the amounts are large, such as for appraisals, depositions, or bulk mailings.

Advance Fee Payment. We will not require an advance fee payment.

Billings. We make every attempt to bill you regularly on a monthly basis. We will briefly describe the matter and services performed for you and will separately identify expenses. Some third-party expense charges, like long-distance telephone bills and messenger services, may not arrive until a few months after the expense was incurred because of delays by the service provider and the time required to allocate the appropriate charges to your account.

Late Fees. You will be charged a finance charge of twelve percent (12%) per annum on amounts more than thirty (30) days past due.

Delinquent Accounts. Prompt payment of your account is expected upon receipt of a billing statement. If no payment is received within 30 days of the date of the billing statement, your account will be considered delinquent and subject to possible termination of this engagement and/or a possible collection action.

Contact Information. You are responsible to provide any change in your contact information and/or billing address to our office as soon as practical.

If you have any questions regarding any aspect of your bill, please contact the attorney handling your case, so we can clarify any questions you have. In the event we engage an attorney or

collection agency to collect an unpaid account balance, you agree to pay the reasonable attorneys' fees and costs incurred in the action.

Conflicts of Interest. We have checked for potential conflicts of interest to the extent we are able to do so at this time. Should we become aware of matters presently unknown to us or beyond our control that present a conflict of interest, we may be required by the Rules of Professional Conduct to withdraw as your counsel. Withdrawal could also occur should you become delinquent in your account with us. Should we withdraw, or should you elect to terminate our representation (which you may do at any time), you will be expected to promptly pay all our outstanding charges, including charges relating to dealing with your successor legal counsel, relating to this engagement. If termination or withdrawal occurs, we will cooperate with any successor legal counsel to accommodate a smooth transition.

Duty to Provide Information/Cooperation. In order to provide you with effective legal services and counsel, it is imperative that you provide us with the necessary information, documentation, and cooperation we request to undertake this representation. It is expected that all information you provide will be truthful, accurate, and current to the best of your knowledge and belief; and all documentation will be true and genuine originals or copies of originals in your possession. It is expected that you will cooperate to the fullest extent possible to assist us in obtaining any information, records, and documentation. This may include signing authorizations to obtain employment records, medical records, police reports, or other such documentation as the Scope of Services requires.

No Guaranty. While we strive to provide the best legal services available, we cannot guaranty the outcome of any particular matter. The terms of this engagement are not dependent on a successful outcome of the matter. You will be responsible for reimbursing the firm for all fees and costs accrued through the date of termination of this representation.

Termination of Representation. You may terminate our representation of you at any time. We will cooperate with the smooth transition of this matter to another attorney; however, you may be asked to reimburse our firm for costs of copying or transferring files. You will also be responsible for all fees and costs incurred to the date of termination. We reserve the right to terminate this engagement should your account become delinquent; or we believe our relationship with you puts us in violation of ethical principles and standards applicable to our representation of you; or as required by law.

Privacy Policy. We do not seek to obtain any nonpublic, personal information about our clients without the written or implied authorization of our client. We do not disclose any nonpublic, personal information about our clients or former clients, except as permitted or required by law and applicable State ethics rules or as authorized, expressly or implied, by such clients.

If the foregoing terms meet with your understanding and approval, please sign the enclosed duplicate of this letter and return it in the envelope provided. If you have any questions at any time, please do not hesitate to call. We look forward to working with you.

Very truly yours,

WITHERSPOON BRAJCICH MCPHEE, PLLC

JOHN T. DRAKE

JTD:rc

ACCEPTED AND AGREED TO this 13th day of September, 2018.

TOWN OF ELMER CITY, WASHINGTON

Signature: _____

Printed Name: Jesse O Tillman

Title: Mayor - Elmer City