



## RESOLUTION 2022-054

### APPOINTING ALAN RAPPLEYEA AS INTERIM CITY ATTORNEY

**WHEREAS**, City Attorney Josh Soper provided written notice of voluntary resignation on May 27, 2022 in order to accept a new employment opportunity; and

**WHEREAS**, his resignation is effective July 20, 2022; and

**WHEREAS**, Council has begun the process to recruit and hire a new City Attorney, but this process is anticipated to take several months; and

**WHEREAS**, under Section 35 of the City Charter, the Office of City Attorney is established as the chief legal counsel of the City government; the City Attorney shall be either an employee of the City or a firm under a written contract approved by the Council; and a majority of the Council must appoint and may remove the attorney or contracted firm; and

**WHEREAS**, Council believes that Alan Rappleyea is qualified and suitable to serve as Interim City Attorney, through his law firm, during the period between Josh Soper's resignation and the date a new in-house City Attorney can be hired and start work.

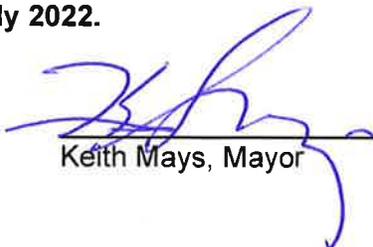
### NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

**Section 1.** The City Council hereby appoints Alan Rappleyea as Interim City Attorney, with all authority and responsibility vested in the City Attorney under the City Charter, effective beginning on July 20, 2022 and ending on the date City Council appoints a new City Attorney, or such other date as may be determined by City Council by resolution.

**Section 2.** The engagement letter attached hereto as Exhibit A is hereby approved, and the Mayor is authorized to sign said letter on behalf of the City.

**Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 19<sup>th</sup> day of July 2022.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

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July 19, 2022

Page 1 of 1, with Exhibit A (2 pgs)

June 27, 2022

Alan Rappleyea  
Rappleyeagovtlaw LLC  
673 NE Maryann Ct  
Hillsboro, OR 97124  
503-333-0779  
rappleyeagovtlaw@gmail.com

Josh Soper  
City Attorney, City of Sherwood  
22560 SW Pine St  
Sherwood OR 97140

RE: Engagement for Legal Services

Dear Josh:

Thank you for contacting me regarding the City of Sherwood. For the purpose of providing legal representation to City of Sherwood as requested by the City for an interim period while the City searches for a new City Attorney. The purpose of this letter is to outline my billing policies and confirm representation.

Upon review, I have identified no conflicts that would ethically prohibit me from representing City of Sherwood. I charge for legal services based on an hourly rate of \$250. All time is rounded up to the nearest 1/10 of an hour. I bill travel time at \$50/ hour.

Legal fees and costs will be billed on approximately a monthly basis. All statements will include full descriptions identifying the date of service, the amount of time spent in rendering such service, and a description of all services rendered. I recommend that you treat your invoices as confidential documents and safeguard them appropriately to protect your lawyer-client privilege. Payment is due and payable 30 days after the statement date. Bills in arrears more than 30 days are subject to a 1.5% late fee.

My goal is to provide conscientious, competent, and diligent legal services. However, I cannot achieve this goal without cooperation. This includes keeping appointments, responding to email, and making all payments required under this agreement. It is also important that you promptly notify me of any changes of mailing address, e-mail address or telephone number so I will always be able to reach you.

I will send you documents, correspondence and other information; these copies will be for your file. Generally, all documents I send will be in electronic form. If you request a paper copy, I may charge a copying or printing fee. I will also keep the information in a file in my office; the file in my office will be my file. If we meet, please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return any original documents to you. Your file will be electronically stored for ten (10) years from the date of closing, and the physical file will be destroyed in a manner to ensure the confidentiality thereof.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, if these terms are acceptable, please print and sign a copy of this and return it to me.

I appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call. I look forward to working with you.

Sincerely,

**Alan Rappleyea**

Alan Rappleyea  
Rappleyeagovtlaw LLC President

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The undersigned agrees to the terms of this engagement letter and the outlined billing practices.

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Keith Mays

Date

Mayor, City of Sherwood