



Culture, Arts and Heritage Commission Meeting Agenda

August 25, 2026

5:30 PM

Virtual Meeting Credentials:

[Microsoft Teams Meeting](#)

Join:

<https://teams.microsoft.com/meet/248687025033021?p=4HdJUMJrIRs7ENnWID>

Meeting ID: 248 687 025 033 021

Passcode: En2ck2z7

1. Call to Order and Roll Call

2. Workshop

- a. Introduction to Madrona Law & Legal Services Overview

3. Action Items

- a. Vote for Approval of CAHC Legal Counsel

4. New Business - Volunteers Needed

- a. Boards & Commission Open House, September 9
Location: Cascade Park Community Library - 600 NE
136th Ave
Time: 2:30pm - 4:30pm

Adjournment

Community Forum Instructions

Time is reserved at each Commission meeting for Community Communications. During this time, the public may speak on any issue. Each speaker will have three minutes to address the Commission. Community members who wish to submit detailed testimony that may exceed three minutes of speaking time are encouraged to email their

Culture, Arts and Heritage Commission

MEMBERS

Ruby Lewis, *President*
Vacant, *Vice President*

Jeanne Bennett
Russell Ford, CACC
Ricky Gaspar
Rosalinda Mendoza
Michelle Tan
Shon-Lueiss Harris
Vacant
Vacant

Parks, Recreation and Cultural Services

415 W. 6th Street
Vancouver, WA 98660
TTY: 711
www.cityofvancouver.us

comments so they can be included with the meeting materials.

Community Communications participants are encouraged to pre-register by email at parksrecculture@cityofvancouver.us or by phone at 360-487-8311, but may comment during this period without pre-registration; options for Community Communications are:

1. In Writing: Public comments can be submitted in writing via email to parksrecculture@cityofvancouver.us by 5:00 pm the day before the meeting.
2. Remotely: attend the Microsoft Teams meeting online; be prepared to speak online during the Commission meeting at the time of Community Communications.
3. In Person: Fill out a Public Comment form in person prior to the start of the Community Communications portion of the meeting.

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



August 13, 2026

David Perlick, Director
Parks, Recreation & Cultural Services Department
415 W. 6th St.,
Vancouver, WA 98660

RE: Culture, Arts and Heritage Commission – Legal Services

Dear Mr. Perlick:

We are pleased to have the opportunity to represent the Culture, Arts and Heritage Commission of Vancouver ("the Commission" or "you") in the matters described below. This letter and the enclosed Agreement for Legal Services form our agreement regarding the terms under which you engage Madrona Law Group.

Scope of Services

Our engagement will entail acting as general legal counsel to the Culture, Arts and Heritage Commission of Vancouver, a public development authority. In doing so, we will provide all necessary legal services to the Commission, including but not limited to:

- Serving as legal advisor and providing legal advice and guidance to the Commission and its staff.
- Preparing and/or reviewing legal documents, policies, and legislation on behalf of the Commission.
- Providing legal representation in contract negotiations on behalf of the Commission.
- Conducting training on legal issues as requested.
- Preparing formal opinion letters when requested.
- Attending Commission meetings as requested.
- Evaluating and recommending when the Commission should initiate a civil action as plaintiff and prosecuting the same.
- Defending the Commission in litigation as necessary.
- Determining and recommending when the Commission requires outside legal counsel to provide specialized legal representation.

Conflicts of Interest

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest. From time to time, we may represent other clients with interests that are adverse to yours, but we will not undertake any representation that creates a conflict of interest that is prohibited under applicable Rules of Professional Conduct. However, in situations where a conflict arises that may be waived under the applicable Rules, we may ask you and the other

affected party(ies) to waive the conflict, in circumstances where we believe we will be able to provide competent and diligent representation to each affected client, the representation is not prohibited by applicable law, the representation does not involve the assertion of a claim by one client against another client in the same litigation or other proceeding before a tribunal; and each affected client gives informed consent, confirmed in writing.

Fee Arrangement

Our fees are principally based on hourly rates. For this engagement, we propose that Rachel Bender Turpin act as lead attorney for the Commission, at a rate of \$340 per hour. We propose that David Linehan act as designated back up at a rate of \$360 per hour. We may also involve other lawyers or staff members as necessary to handle the work efficiently, utilize specific expertise, and meet deadlines, and their time may be charged at different rates. Hourly rates in effect for 2026 for all of our attorneys and staff are included in the enclosed Agreement for Legal Services. These rates reflect the discount off our standard rates we customarily offer to clients for whom we serve as general counsel.

As noted in the enclosed Agreement for Legal Services, we review our rates annually, with adjustments usually taking effect on January 1st. We do not charge for costs incurred internally (photocopying, long-distance telephone charges, electronic legal research services and the like). However, to the extent we incur costs from outside vendors directly related to your work, these costs will be passed through to you without markup. We issue invoices for our fees and any disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices.

We look forward to working with you and thank you for placing your confidence in Madrona Law Group, PLLC.

Very Truly Yours,

MADRONA LAW GROUP, PLLC

A handwritten signature in blue ink, appearing to read "Rachel Bender Turpin", with a stylized flourish at the end.

Rachel Bender Turpin

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is made on this ____ day of _____, 2026, between Madrona Law Group, PLLC (“Attorneys”) and the Culture, Arts and Heritage Commission of Vancouver (“Client”).

SECTION 1. LEGAL SERVICES.

Attorneys shall provide legal services to Client under the direction of Commission President or their designee(s). Attorneys shall serve as General Counsel for Client, with Rachel Bender Turpin acting as the designated lead attorney and David Linehan acting as principal support. As General Counsel, Attorneys shall be responsible for performing all legal work for the Client, except for matters assigned to insurance counsel, matters in which Attorneys have a conflict, or matters assigned to other counsel by Client.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings, conferences, and court appearances; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting of court papers; drafting policies, motions, ordinances, and resolutions; and engaging in telephone conversations. Attorneys will charge for their reasonable travel time at Attorneys’ normal hourly rates. When two or more of Attorneys’ personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.
- B. If applicable, Client will pay Attorneys for services related to public records pursuant to the fees listed in Exhibit A and as further defined below:
 - i. Attorneys shall be compensated at the “Attorney” hourly rates for reviewing public records for responsiveness and exemptions, redacting exempt records, reviewing

exemption logs, and providing legal advice related to Public Records Act (Ch. 42.56 RCW) compliance.

- ii. Attorneys shall be compensated at the “Public Records Processing” rate for services such as, but not limited to, converting and deduplicating files, preparing exemption logs, downloading and transmitting files to and from Client, and other tasks typically performed by the Public Records Officer that do not call for the independent legal judgment of Attorneys.
- C. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorney if Attorneys are Client’s attorney of record in any proceeding.

SECTION 4. COSTS.

- A. Client will pay all costs in connection with Attorneys’ representation of Client under this Agreement. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.
- B. Attorneys shall not charge Client for mileage nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client's approval.

SECTION 5. STATEMENTS

- A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized.
- B. Payments shall be made by Client within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, within thirty (30) days of

receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$1,000,000 per claim and \$3,000,000 policy aggregate limit. Attorneys shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, by email, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

Culture, Arts and Heritage Commission of Vancouver
Attn: Commission President
415 W. 6th St.
Vancouver, WA 98660

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street, Suite 100
Bellevue, WA 98006

Service of a notice by personal service or email shall be deemed to have been given as of the date of such personal service or email. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written

notice to the other, designate a different address or person which shall be substituted for that specified above.

SECTION 9. TERM

- A. This Agreement shall be effective upon mutual execution by the parties, and shall remain in full force and effect until terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon thirty (30) days' notice to Client.
- B. In the event of such termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS

Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

SECTION 11. GENERAL PROVISIONS.

This Agreement sets forth the entire agreement of the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

CULTURE, ARTS & HERITAGE
COMMISSION OF VANCOUVER

MADRONA LAW GROUP, PLLC

By: _____



By: _____

Rachel Bender Turpin, Member

Dated: _____

Dated: _____

ATTEST:

By: _____

Dated: _____

EXHIBIT A
MADRONA LAW GROUP, PLLC
HOURLY BILLING RATES
2026

ATTORNEYS:

Laurie Halvorson	\$285
Eileen M. Keiffer	\$340
David A. Linehan	\$360
Kim Adams Pratt	\$360
Ann Marie J. Soto	\$340
Karen Stambaugh	\$305
Rachel B. Turpin	\$340

STAFF:

Paralegal	\$160
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