



HARRANG LONG  
GARY RUDNICK P.C.  
ATTORNEYS AT LAW

**SHARON A. RUDNICK**  
*Admitted in Oregon, Washington, and California*  
360 East 10th Avenue, Suite 300  
Eugene, OR 97401-3273  
sharon.rudnick@harrang.com  
541-485-0220  
541-686-6564 (FAX)

**RECEIVED**

OCT 16 2017

**YAMHILL COUNTY COUNSEL**

October 12, 2017

**VIA EMAIL AND FIRST CLASS MAIL**

Eugene J. Karandy, II  
Linn County Attorney's Office  
PO Box 100  
Albany, OR 97321

Paul E. Meyer  
Douglas County Counsel's Office  
Douglas County Courthouse  
1036 SE Douglas Ave., Room 321  
Roseburg, OR 97470

Christian F. Boenisch  
Yamhill County Counsel's Office  
535 NE 5<sup>th</sup> Street  
McMinnville, OR 97128

Re: *Linn County, et al. v. Kate Brown, et al.*  
Linn County Case No. 16CV17209

Dear Gene, Paul, and Christian:

You have asked us to represent Linn County, Douglas County and Yamhill County (the "Counties") on the matter described below. This engagement letter sets forth the terms and conditions of our representation. If the scope of our engagement changes, this agreement shall continue to govern the relationship between the Counties and our firm.

**Scope of Representation**

Our scope of representation is to serve as appellate counsel in connection with the above referenced case.

**Fees**

Our fees are based on hourly rates charged by attorneys in the firm during the course of this matter. We have agreed that our services will be billed at 90% of our hourly rates. My current rate is \$485 per hour. My rate on this case will be \$436.50. Where appropriate, other attorneys and paralegals in the office, some of whose rates might be higher or lower than mine, also may work on the Counties' legal matter. If our rates change, we will provide you with written notice before charging the new rates.

B.O. 17-431

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### **Expenses**

The Counties are responsible for costs and expenses we incur as part of our representation. When it is necessary to incur significant expenses, the Counties will be asked to pay those expenses directly to the provider at the time the service is provided. When the firm pays for any of these, they will be considered an advance on the Counties' behalf which it agrees to repay to the firm immediately.

### **Travel Time and Expenses**

At times, our attorneys or staff must travel away from our offices to perform services on the Counties' behalf. The Counties are responsible for reasonable travel time and reasonable travel expenses. All travel time by attorneys and staff on your behalf will be billed at our hourly rates, unless we agree to a different basis.

"Reasonable travel expenses" mean: (1) expenses for a reasonably cost effective means of travel, and (2) travel related expenses (such as lodging and meals) incurred in the normal course of travel. If travel is by personal automobile, travel expense includes mileage reimbursement at the IRS rate then in effect.

### **Estimates of Fees and Expenses**

If we provide an estimate of the fees and expenses likely to be incurred in a matter, it is only an estimate and not a promise or a "not-to-exceed" cap. The legal fees and expenses incurred depend on many factors and developments, not all of which can be foreseen at the time of the estimate. Although we do our best to help our clients understand the possible cost of a matter, estimates are by their nature uncertain.

### **Lawyers' Trust Account**

Although we typically require an advance deposit from new clients, we are not requesting one at this time, with the understanding that the Counties will pay our statements monthly, as set forth in the next paragraph. In the event it fails to timely pay any of our monthly bills, we may condition our continuing to provide services for this matter on the Counties bringing its account current and providing an advance deposit against future bills.

### **Regular Payment**

We will send an itemized statement to each of you every month for fees and expenses, which is due and payable on receipt. Linn County is responsible for 50%, Douglas County is responsible for 25% and Yamhill County is responsible for 25% of the total fees and expenses incurred each

month. We accept payment by check, American Express, MasterCard, or Visa. We understand that there are times when an explanation or clarification on a statement may be needed. If, at any time, there are questions or concerns about your account, please contact me immediately. There is no charge for discussions about the Counties' account.

#### **Late Payment Charge**

Unless otherwise agreed, a late payment charge of 1.5% per month of the unpaid, past due balance will be added to regular and deferred amounts that have been billed.

#### **Delinquent Account Procedures**

If payment has not been received when the next month's statement is issued, a past due statement and notice will be issued and the late payment charge added to the balance past due on that statement and on each subsequent monthly statement on which a past due balance appears. If payment has still not been received when the second succeeding month's statement is issued, a second past due statement will be issued with a late payment charge again added. If you have not contacted us regarding the unpaid amounts, all legal work of a non-emergency nature may be suspended.

Collection procedures may be instituted on accounts that are still delinquent when the third succeeding month's statement is issued, and all legal work will cease. If we are involved in litigation on the Counties' behalf, we may seek leave of court to withdraw from the litigation. If we must institute collection procedures, you agree by entering into this engagement that the Counties will reimburse the firm for all expenses incurred in collecting its delinquent account, including collection agency fees and costs and any attorney fees, whether or not litigation is actually filed as part of that collection procedure.

#### **Communications with our Firm**

All matters of policy regarding this engagement will be decided jointly, and neither the Counties nor the firm will act without advice to the other. In particular, the Counties are responsible for fully and accurately providing the firm and its attorneys with all of the facts and information necessary to the handling and resolution of this matter. The Counties also agrees to appear at any depositions, hearings, trials, or examinations when notified by us. In the event of the Counties' failure to appear at any court hearing or trial, we will exercise our discretion to proceed in any manner we see fit, including withdrawing as the Counties' attorneys.

Unless otherwise agreed or instructed by the Counties, we routinely communicate with, and sometimes transmit documents to, the Counties and third parties by unencrypted email.

Eugene Karandy  
Paul Meyer  
Christian Boenisch  
October 12, 2017  
Page 4

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### **File Closing and Destruction**

When we complete our work on this matter, we will return any original documents you have provided and inform you that we have closed our file. You will need to let us know promptly if you want copies of any other documents from the file. Once we have notified you that our file has been closed, the documents in that file may be destroyed at any time.

### **Disengagement**

The Counties may discharge us as its attorneys at any time. If it does so, it agrees to immediately reimburse us for all costs advanced and fees incurred as of the date it discharges us. In addition, the Counties agree that it will compensate us for any time and expenses incurred after our discharge for responding to requests for information, and for providing copies of any records or materials in connection with our representation.

We may also choose to withdraw as the Counties' attorney at any time, as long as in doing so we comply with applicable Rules of Professional Conduct. If we elect to withdraw, we will give the Counties reasonable written notice of our intention to do so and of our reason(s) for doing so.

### **No Assurance of a Particular Outcome**

We cannot guarantee the outcome of any legal matter, and nothing in this letter or in any conversations with me or any other of the firm's lawyers is intended, or should be understood, to assure the Counties of a particular outcome.

### **Dispute Resolution**

While we look forward to a positive and mutually satisfactory professional relationship, the possibility always exists that some disagreement may arise out of our services, charges, or this agreement. If you have any questions about our billing statements, please contact either our accounting department or the attorney responsible for our services to the Counties. We will make reasonable efforts to resolve fee disputes informally and at no charge to you. If we are unable to resolve a fee dispute, we may ask you to participate in mediation or arbitration to resolve the disagreement. You are not required to participate in such programs. However, should it be necessary to institute legal action to resolve our disagreement or to collect past due amounts, the prevailing party to such legal action shall be entitled to an award of its reasonable attorney fees and expenses, in addition to costs and disbursements.

Eugene Karandy  
Paul Meyer  
Christian Boenisch  
October 12, 2017  
Page 5

**Engagement**

If the Counties wish to retain us as counsel in this matter, please sign a copy of this letter and return it to us. This letter may be signed in counterparts. Thank you for the opportunity to work with you on this matter.

Sincerely,



Sharon A. Rudnick

Linn County, Douglas County, and Yamhill County wish to retain Harrang Long Gary Rudnick P.C. as legal counsel in the above-referenced matter and agrees to the terms and conditions set forth in this engagement letter.

	Linn County
_____	By: _____
Date	Printed Name: _____
	Title: _____
	Douglas County
_____	By: _____
Date	Printed Name: _____
	Title: _____
	Yamhill County
10-26-17	By: 
Date	Printed Name: STAN PRIMOZICH
	Title: COMMISSIONER CHAIR

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Accepted by Yamhill County  
Board of Commissioners on  
10-26-17 by Board Order  
# 17-431