

ATTORNEY- CLIENT AGREEMENT

October 25, 2021

Dear Yamhill County,

This letter is to confirm, based on our conversation, that Tyler Smith & Associates P.C. will represent you as requested. Our firm will provide the following services: **Representation with case # 21CV39270**. Our firm has only been retained to perform those services which you ask, or authorize us to perform. We have not been engaged to provide services outside the scope of the matter listed above. We are not providing general compliance, corporate oversight or monitoring of other business or personal matters you may be conducting that are outside the scope of the matter(s) listed above unless you ask us to and we accept.

Outlined for your information is detail about our billing and reporting procedures. Our normal fees range from \$325 for senior "Of-Counsel" attorneys to \$300 per hour for managing attorney services (Tyler) to \$250-\$225 per hour for associate attorney time expended on your behalf by this firm and \$125 per hour for services performed by our staff. Necessary travel time is billed at the appropriate time rate. You will also be billed for any expenses or costs incurred on your behalf, you are required to pay expenses in advance if we notify you in advance. Our rates may change annually but will not increase more than \$25 per year. Our invoices may include research fees, filing fees, postage, printing or payments to required service providers. By signing this agreement, you agree that if this matter goes to litigation or results in a monetary settlement that you authorize us to assert our attorney fee lien in or out of court, and to demand payment from any opposing party in addition to our normal agreement with you. This is already a statutory right, but we like to notify you up front that we can and may try to collect from the other side when and if we prevail.

Please keep in mind any estimates we provide are only estimates and that, depending on the time required, complexity of the action, or amount of opposition, actual fees and expenses may exceed an estimate. Any fixed bids must be in writing. You will be billed for actual fees and expenses monthly and we provide a detailed hourly timesheet for your review. Unless agreed to otherwise, I ask for payment net 20 days, however, late charges may be added at 9% per year after 30 days late. We seek to save you costs and use staff to perform services when appropriate.

You authorize billing invoices and other documents to be sent to you by e-mail at the e-mail address provided to our firm, you agree to update this e-mail if there any changes to this address or if you require paper invoices.

Our expectations of you are: prompt payment of bills; honest and timely communication; and prompt responses to requests for information. Our goal is to provide you with conscientious, competent, and diligent legal services and the best possible outcome. However, we cannot


Tyler Smith & Associates PC
Rural Business Attorneys

achieve this goal without your cooperation. This includes keeping appointments, appearing for any scheduled meetings or hearings, producing documents, and making payments as required. It is also important that you promptly notify us of any change of address or telephone number so we will always be able to reach you. In addition, in legal matters it can become appropriate that we consult with another attorney about issues in your case. Before officially including any other attorneys, we would discuss the issue with you and ask you to decide whether you want us to retain the attorney as a consulting attorney on the case.

Please remember, when we are advising you, we will do our best to give you straight, neutral analysis of your situation without spin, which will sound different than when we are negotiating with the other side or making an argument in court.

We will likely send you pleadings, documents, correspondence, or other information throughout our representation. These copies will be your file copies. We will also keep the information in a file in our office. The file in our office will be our file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When we have completed all the legal work necessary for your case, we will close our file and return original documents to you. We will then store the file for approximately 10 years. We will destroy the file after that period of time unless you instruct us in writing now to keep it longer.

We have included a copy of this letter for you to review, sign, and return to us. If any of the information in the letter is not consistent with your understanding of our agreement, please contact us before signing the letter. Otherwise, please sign the enclosed copy and return it to us.

On behalf of my firm, we truly appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Thank you,

s/Tyler Smith

Tyler D. Smith

I have read this letter and consent to it.

[Client signature and Date]

x 

10/28/21