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April 3, 2023

Christian Boenisch, County Counsel
Yamhill County
535 NE 5th Street
McMinnville, OR 97128

Re: Engagement of Services

Dear Mr. Boenisch:

We have discussed the possibility of our firm representing Yamhill County (the "Organization") in 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 will continue to govern the relationship between the Organization and our firm.

Scope of Representation

We will represent Yamhill County in seeking Oregon Supreme Court review of the Oregon Court of Appeals' decision in *Yamhill County v. Real Property Commonly Known As 11475 NW Pike Road, Yamhill, Oregon, Yamhill County and any Residence, Buildings, or Storage Facilities Thereon*, case no. A173574. If the Oregon Supreme Court grants review, we will represent the County in those proceedings.

Fees

Our fees are based on hourly rates: \$350 per hour for attorneys with ten (10) or more years of experience and \$300 per hour for attorneys with less than ten (10) years of experience. Where appropriate, other attorneys and paralegals, some of whose rates might be higher or lower than mine, also may work on the Organization's legal matters. If our rates change, we will provide you with written notice before charging the new rates.

Expenses; Travel

The Organization is responsible for costs and expenses we incur as part of our representation. When it is necessary to incur significant expenses, the Organization may be asked to pay those

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expenses directly to the provider at the time the service is provided. When the firm pays for any costs or expenses, they will be considered an advance on the Organization's behalf which it agrees to repay to the firm upon being invoiced.

The Organization is also responsible for reasonable travel time and reasonable travel expenses. All travel time by attorneys and staff 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.

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 Organization 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 Organization bringing its account current and providing an advance deposit against future bills. The advance deposit will be placed in the firm's lawyers' IOLTA trust account. Any interest earned on these sums will be transferred to the Oregon Law Foundation, as required by the Oregon State Bar.

Regular Payment

Our fees are earned upon our completion of tasks, not on the date any statement is sent to you. We will send an itemized statement each month for fees and expenses, and payment is due on receipt. We accept payment by check, American Express, MasterCard, or Visa. If, at any time, there are questions or concerns about your account, please contact me immediately. There is no charge for these discussions.

No Assurance of Outcome; Estimates of Fees and Expenses

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 Organization of a particular outcome.

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. Although we do our best to help our clients understand the possible cost of a matter, estimates are by their nature uncertain.

Delinquent Account Procedures

If payment has not been received within 45 days of the statement date, a late payment charge of 1.0% per month will be added to the balance past due on that statement and on each subsequent monthly statement on which a past due balance appears.

Collection procedures may be instituted on accounts that are still delinquent when the third succeeding month's statement is issued, and all legal work may cease. If we are involved in litigation on the Organization's 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 Organization 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.

Communication

We will consult with the Organization on all significant matters of policy regarding this engagement. The Organization is responsible for fully and accurately providing the firm and its attorneys with all of the facts and information necessary or helpful to the handling and resolution of this matter. The Organization also agrees to cooperate with firm attorneys so that our representation may proceed in a timely and cost-effective manner. Unless otherwise agreed or instructed by the Organization, we routinely communicate with, and sometimes transmit documents by, unencrypted email. You agree that the firm retains control over decisions that affect our ability to deal professionally with opposing counsel and other parties, such as deadline extensions, cooperation in scheduling, and the tone of correspondence and pleadings.

File Closing and Destruction

When we complete our work on a 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 Organization 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 of discharge. In addition, the Organization agrees that it will compensate us for any time and expenses incurred after discharge for responding to requests for information and providing copies of any records or materials. We may also choose to withdraw as the Organization's attorney at any time, as long as we comply with applicable Rules of Professional Conduct.

Engagement

If Yamhill County wishes to retain us as counsel in this matter, please have an authorized representative of the County sign a copy of this letter and return it to us.

Sincerely,



C. Robert Steringer

RS:db

Yamhill County wishes to retain Harrang Long P.C. as legal counsel in the above-referenced matter and agrees to the terms and conditions set forth in this engagement letter.

4.6.23

Date

Yamhill County



By: _____

Printed Name: Lindsay Berschauer

Title: Chair

Accepted by Yamhill County
Board of Commissioners on
4.6.23 by Board Order
B.O. 23-134