*VIA EMAIL ONLY*

November \_\_\_\_, 2021

City of John Day

Attn: Nicholas Green, City Mgr.

450 East Main Street

John Day, OR 97845

[greenn@grantcounty-or.gov](mailto:greenn@grantcounty-or.gov)

**RE: Engagement for Legal Services**

**PRIVILEGED AND CONFIDENTIAL**

**ATTORNEY-CLIENT COMMUNICATION**

Dear Nick,

Thank you for selecting our office to assist the City of John Day (“City”) regarding current and future management of its real property, utility, and other assets as may currently exist as well as those yet to be acquired or developed. Also, please excuse the formality of this letter, but as you know, it is our practice to commence every representation with an "engagement letter." This letter and the attachment entitled, *Additional Information About Our Engagement*, confirm our representation and set forth the terms of our engagement as the City’s special counsel.

Unless modified in writing by mutual agreement, these terms will constitute our agreement. Therefore, we ask that you review this information carefully, contact us promptly if you have any questions, and retain this agreement in your files. This agreement will apply to current services as well as services that may be provided in the future.

**SCOPE OF THE ENGAGEMENT**

You should have a clear understanding of the work that we will perform on your behalf, which will involve providing legal advice and representation on matters relating to the City’s current and future assets, the acquisition, completion, and/or management of which compels compliance with, as well as representation in response to, applicable regulatory and/or transactional requirements that concern environmental quality, natural resource, real property and energy development. As special counsel, it is understood the City is not engaging our office to assist in matters that would typically be attended to by the City’s general counsel. Should certain matters arise beyond the scope of the City’s general counsel, our office would be willing to assist to the extent we feel appropriate.

**RESPONSIBLE ATTORNEY AND RATES**

I will be the attorney responsible for your legal work. My current hourly rate when acting as special counsel for municipalities is $375, which reflects a discount below my normal rate. Other attorneys who I may also have work on your file may be charged at different rates. If at any time, should you have any questions or concerns about our services, please contact me directly at (503) 830-1412.

**DEPOSIT AGAINST FEES AND COSTS**

We *may* require a client trust deposit of $2,500 before or at any time during our engagement. Payment of deposits may be by check, ACH, or wire.

Please note that, if required, the client trust deposit will *not* be used to pay your monthly bill. Rather, the deposit is similar to that which is required when one rents an apartment-the last month's rent, or in this case, the deposit, is required and held until the end of the engagement unless other arrangements are confirmed in writing.

You will receive a bill each month for current activity and are expected to pay the bill upon receipt, thus keeping the account current (in addition to and separate from any trust deposit amount). The trust deposit is applied to the final bill and the balance, if any, is refunded. If payments are not kept current, work will be stopped and the deposit will be applied to the outstanding balance. Work may recommence when any amount due is paid in full and the deposit is replenished or, where no deposit was previously made, an initial deposit is then made.

**CONFIRMATION**

As a courtesy to us, we ask that you sign and return a copy of this letter *via* e-mail or First Class Mail to MohrWater Legal PC, 1631 NE Broadway Ave., PMB 632, Portland, OR 97232. However, it is important that you understand that whether or not you sign and return as requested, by asking and allowing us to undertake work for you, you agree to these terms and conditions. Our work for you is at all times undertaken subject to these terms and conditions.

**OUR COMMITMENT**

Your satisfaction is important to us as we are committed to not only meet, but rather exceed your expectations for service, quality, and responsiveness. We look forward to working with you.

Sincerely,

Peter D. Mohr

Enclosure

cc: File

**CONFIRMATION OF AGREEMENT FOR LEGAL SERVICES**

This is to confirm that this letter, with attachment, correctly recites the terms and conditions of our representation by MWL.

Dated this \_\_\_\_ day of November, 2021.

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| **City of John Day** |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Nicholas Green, City Manager  ATTEST:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Recorder  APPROVED AS TO FORM:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Attorney |

***Additional Information About Our******Engagement***

Thank you for engaging the law office of MOHRWATER LEGAL PC (“MWL," "we" or “our”) to represent you. The following sets forth additional terms of our representation agreement.

**MONTHLY INVOICES**

You will receive a bill each month for current activity and are expected to pay the bill within 30 days of receipt, thus keeping the amount current. If payments are not kept current, work may be stopped. All past due amounts will be assessed a late charge of 0.75 percent per month of the amount outstanding.

**FEES AND COSTS**

We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record and charge our time in billing units of two-tenths of an hour, multiplied by the applicable hourly rate. We may, in consultation with you, adjust the fee based on the following factors: the time and effort required; the novelty and complexity of the issues presented; the skill required to perform the legal services promptly; the amount of money or value of property involved and the results obtained; and your time constraints or other pressing circumstances requiring a substantial disruption of other business in our office.

We incur a variety of expenses and costs in connection with legal services on behalf of our clients. These include items such as outside charges made by government agencies, service vendors, technicians, other professionals (including outside experts and consultants, accountants, appraisers, contract attorneys, and other legal counsel); title report premiums; filing fees; deposition and transcript costs; and witness fees. Whenever such fees and expenses are incurred, we will either ask you to pay them directly or we will include them on our bill to you. We may also incur internal expenses on your behalf. We may charge more than our direct cost for such expenses. Typical of such expenses are long distance telephone charges; postage, messenger, courier, and express delivery charges; on-line time for computer research or database access; facsimile and telex charges; printing and reproduction costs; and travel expenses. We incur outside fees and expenses as agents for our clients and incur internal expenses on behalf of our clients, and in engaging us you agree that these fees and expenses will always be paid on a regular basis.

When we incur third-party expenses for your benefit in excess of $275, we *may* automatically forward them to you for direct payment. Should we do so, we expect you to pay such third-party billings within fifteen days of receipt and to advise us that the payment has been made. We reserve the right to apply your Deposit to any past-due third-party billing incurred on your behalf. Failure to pay will be treated by us in the same way as failure to keep the deposit and attorney fee, cost, and expense billings current. It may lead us to withdraw from representing you.

**TRUST DEPOSITS**

In accordance with state bar rules, all trust deposits we receive from you or on your behalf will be placed in a non-interest bearing trust account in a financial institution for your benefit Funds deposited on your behalf into our trust account are not immediately available because we are required to wait until funds clear before we issue checks against funds deposited to our trust account. At the conclusion of our legal representation or when the deposit becomes unnecessary or can be appropriately reduced, the balance, or an appropriate part of it, will be returned to you. If the advance fee and expense deposit proves insufficient to cover expected fees, expenses and costs, we may require that it be increased.

**RATES MAY CHANGE OVER THE** **COURSE OF OUR ENGAGEMENT**

Our hourly rates for attorneys, paralegals, and project assistants are reviewed periodically, usually once a year, to reflect current levels of legal experience, changes in overhead costs, and other factors. Hourly rates may be changed without prior notice to you other than our monthly statement to you. A current rate schedule is always available upon request.

**ESTIMATE OF LEGAL FEES**

Upon request, we will furnish an estimate of fees and costs based upon our best professional judgment, but always with a clear understanding that the ultimate cost frequently is more or less than the amount estimated.

**CONFLICTS OF INTEREST**

We attempt to identify actual and potential conflicts at the outset of any engagement. Under certain circumstances we may request that you sign a conflict waiver. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we may accept an engagement on their behalf. If such a situation arises, we will contact you.

**TERMINATION**

You may terminate our representation of you at any time, with or without cause, by notifying us in writing. If termination occurs, your papers and property will be returned to you promptly when we receive payment for outstanding fees and expenses.

We will retain our own files pertaining to the case. A copy of our flies pertaining to your case will

be provided upon your request and payment for services and expenses to produce the copy. Your termination of our services will not affect your responsibility to pay for legal services rendered and for fees and expenses incurred before termination and in connection with the orderly transition of your matter, including photocopies of your file.

The codes of professional responsibility for the jurisdictions in which we practice list several types of conduct or circumstances that require or allow us to withdraw from representing you in certain situations, including: nonpayment of fees or costs; misrepresentation or failure to disclose material facts; action contrary to our advice; determination by us that the engagement is not in your best interest; and actual or potential conflict of interest with another client. We will try to identify in advance and to discuss with you any situation that may lead to our withdrawal. If our withdrawal ever becomes necessary, we will give you written notice of our withdrawal.

**PREVAILING PARTY AND ATTORNEY FEES IN LITIGATION**

In certain limited circumstances, the prevailing party in a dispute may be entitled to recover its attorney fees from the other party. Your attorney will evaluate the facts of your case and discuss with you whether attorney fees are recoverable.

**VENUE**

The laws of the State of Oregon shall govern this Agreement. Venue shall be in the Circuit Court for Multnomah County, Oregon. The Firm shall adhere to all applicable federal, state, and local laws and rules in performance of this Agreement.

**FILE RETENTION AND DESTRUCTION**

The files pertaining to your matter will be retained and destroyed per our standard records retention and destruction schedule. Most files are routinely destroyed 10 years after a matter has been closed. Prior to destruction, a copy of our files pertaining to your case will be provided upon your request and payment for services and expenses to produce the copy.

**FUTURE RESPONSIBILITIES**

Generally, we do not update our clients about changed circumstances or changes in the law after our work on a matter is complete. Please advise us if you want us to assume this responsibility so that appropriate arrangements can be made.

**RESULTS**

We will act on your behalf to the best of our ability to achieve a satisfactory result. A statement by us concerning the outcome of your legal matter is an expression of our professional judgment, but is not a guarantee. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed as well as the vagaries of the legal process.

**CLIENT PRIVACY**

The trust and confidence of our clients is of utmost importance to us at MWL. For this reason, we are careful in the way we handle our clients’ non-public and confidential information (collectively “Client Information”). This Privacy Notice, which may be required by federal law, describes our policies and practices concerning Client Information and how they are designed to preserve your privacy and trust.

**Information We Collect**

We may collect Client Information regarding entity, groups, and/or individual clients from the following type of sources:

* Information we receive on applications or other forms, such as name, address, social security number, assets, liabilities, expenses, and income;
* Information we receive from clients in response to disclosure requests in representing you in transactions, dispute resolution, or litigation;
* Information about your relationship with us, such as services purchased, account balances, and payment history;
* Information from client employers, benefit plan sponsors, banks, medical care providers, or creditors;
* Information from credit reporting agencies, such as credit relationships and histories; and
* Information from third parties involved in transactions or dispute resolution or litigation with you.

**Information We Disclose**

We do not disclose Client Information about our present or former clients to third parties except as permitted by law, or as required by law. For example, we may disclose Client Information in order to proceed with a transaction, or as required by court rules, dispute resolution rules, and litigation requirements. We may disclose information about you to third parties as authorized by you. We may disclose Client Information under subpoena or other order of a court or tribunal in the exercise of its jurisdiction, to prevent fraud, in compliance with legal ethics, or to comply with a regulatory agency request.

**Information We Do Not Disclose**

We do not share Client Information with third parties for their use in telemarketing, direct mail marketing, or e-mail marketing. Therefore, you don't need to take any action to prevent such disclosure. We do not disclose client confidences except as required to maintain compliance with the laws and rules of legal ethics.