



1827 NE 44th Ave.
Ste. 315
Portland, OR 97213

(503) 878-8499

April 18, 2025

Via Email to: jwalsh@sthelensoregon.gov

John Walsh, City Administrator
City of St. Helens
265 Strand St.
St. Helens, OR 97051

RE: Engagement of Services

Dear Mr. Walsh:

This updated engagement letter will confirm that CDR Labor Law, LLC (“CDR”) has agreed to represent the City of St. Helens (“the City”) in matters concerning a contested arbitration hearing with the St. Helens Police Association (“the Association”), as well as any ongoing labor and employment law-related advice and representation as directed by the City and accepted by CDR. We look forward to working with you and will do our best to provide the highest-quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Staffing

Dan Rowan and I will be the primary attorneys working on this matter. We may also assign certain tasks to our paralegal, Ashley Andreasen, our associate attorney, Lauren Lewis, as appropriate. In addition, we may seek input or assistance from other attorneys at our firm where appropriate and only after consultation with you.

At times, we may suggest that we consult with another lawyer or professional outside our firm about issues in a matter. Before one of us does this, we will discuss the issue with you and ask you to decide whether you want to retain the lawyer or professional as a consultant. We understand that the City is represented by Jordan Ramis, P.C. for general legal services. CDR is willing to work collaboratively with your current legal counsel, and our representation of the City is limited to traditional labor matters and related advice.

It is important that you are completely satisfied with our services and responsiveness at all times. If questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct dial number is (503) 673-8041, and my email address is dan@cdrlaborlaw.com.

Attorney's Fees and Costs

Our fees for legal services are \$425 per hour for me, my partners, and our of counsel attorneys, \$325 per hour for associates, and \$225 per hour for our paralegal, plus any expenses incurred, such as filing fees, deposition charges, arbitrator or mediator fees, court reporter costs, copying costs, postage, travel costs and related expenses. Upon request, we will promptly provide you with a detailed estimate of our costs to handle any specific matter. These types of estimates are subject to unforeseen circumstances and are by their nature inexact, so we cannot be bound by any such estimates unless otherwise agreed to by us in writing.

We adjust our rate from time to time generally to reflect the increased experience and special expertise of our attorneys and paralegal and the inflationary cost increases associated with maintaining our practice. Any adjusted rates will apply to all services performed thereafter but not without reasonable notice.

The billing rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. Each month we will furnish you with a statement describing our services and our fees and separately showing disbursements and other charges in a format and with such detail as we agree upon. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

Responsibilities

Our goal is to provide you with conscientious, competent, and diligent legal services. We will provide legal counsel and assistance to you in accordance with this letter, keep you informed of progress and developments, and respond to your inquiries.

However, we cannot achieve this goal without your full assistance and cooperation. To enable us effectively to render these services, you agree to fully and accurately disclose to us accurate and complete facts, information and written materials relating to a matter, and to keep us apprised of developments relating to the matter. You also will assist and cooperate with us as appropriate in dealing with the matter.

Termination

You may terminate our services at any time upon delivery of written notice to us stating that you wish to terminate this agreement. If you terminate our services, we may bill and will be paid for all fees and costs incurred to termination. Unless we specifically agree to do so in writing, we will not be obligated to perform any further services or advance any expenses after receipt of your notice of termination.

Similarly, we reserve the right to withdraw from our representation if the terms of this engagement letter are not honored, if our amounts billed are not paid in a timely manner, if our advice is not followed, if you do not cooperate with us in our representation, or if any other fact or circumstance arises that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or

unethical.

In the event of a termination, you will take all steps necessary to free us of any obligation to perform further, including signing any documents (including forms for substitution of counsel) to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

On behalf of the firm, we are pleased to have the opportunity to work with you. If you have any questions, please call or email me.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing this document in the space provided below and return it to our office. We look forward to working with you.

Sincerely,



Jonathan Rue

I have read this letter and consent to it.

City of St. Helens

By: _____
John Walsh, City Administrator

Date: _____