

## **AGREEMENT FOR PERSONAL SERVICES**

1. Markowitz Herbold PC (“The Firm”) agrees to represent the City of Sweet Home (“Client”) in legal proceedings against the United States Corps of Engineers and/or other potentially responsible parties with respect to the water quality challenges the City is facing from implementation of the September 1, 2021 Opinion and Order issued in *Northwest Environmental Defense Center et al. v. United States Corps of Engineers et al.*, United States District Court for the District of Oregon, Case No. 3:18-cv-00437-HZ. The Firm will provide monthly invoices which will contain a statement of the services performed, the amount of time spent, the name of the person providing the services, and their hourly rate. They will also include an itemization of all costs advanced on Client’s behalf.

2. Client agrees to pay The Firm its 90% of its regular hourly rates for professional services. The Firm’s current rates are provided in a separate memorandum, a copy of which Client acknowledges receiving. The Firm reviews its rates yearly, and will provide Client with advance written notification if they change during our relationship. Professional fees include time spent by attorneys and paralegals, production assistants, and independent contract attorneys. Client also agrees to pay costs advanced and various office expenses such as photocopying, printing, postage, delivery services and computer-assisted legal research. Costs advanced may include such things as travel expenses, document management fees, expert, investigation and court reporting services, and witness and court fees. With respect to document management costs for electronically stored information, some matters require third-party ESI hosting and processing services; Client agrees to reimburse the Firm for those vendor costs, including those costs described in a memorandum attached to this Agreement. The Firm may request, and the Client agrees to pay, some outside providers directly. Client understands that, if The Firm hires an independent contract attorney to work on this matter, The Firm will charge Client at a rate comparable to that charged for The Firm’s associates, but higher than the amount the contract attorney charges The Firm. The Firm will take responsibility for the work of any contract attorneys and assumes the obligation and the administrative overhead for their services.

3. Payment from Client is due upon receipt of our invoice. If The Firm does not receive payment of any invoice within 30 days, The Firm reserves the right to cease work on the matter and to withdraw from further representation. All amounts remaining unpaid for more than 30 days after our invoice is received will accrue a late charge at the rate of one percent (1%) per month on the accrued balance. All fees earned and all costs or expenses advanced by The Firm shall be a lien on any settlement or judgment or recovery made or secured on behalf of the Client. If The Firm has reasonable concerns about Client’s payment history or ability to pay, The Firm may require as a condition of continued representation, and Client agrees to provide, adequate security for unpaid and future bills. This security may include financial statements, letters of credit, collateral, and personal guarantees from persons capable of paying unpaid and future bills. If the parties cannot agree upon adequate security, The Firm reserves the right to withdraw from representation. The Firm’s failure to assert a right to or

insist on strict compliance with these payment terms shall not be construed as a waiver of Client's obligations. Client agrees to promptly notify The Firm in the event of any concerns or complaints with our handling of their legal representation.

4. The Firm and Client agree that if they cannot resolve a dispute between them concerning fees or costs, such dispute shall be resolved in arbitration before the Oregon State Bar's Fee Arbitration Program (<http://www.osbar.org/feearbitration>), which decision shall be binding and final upon the parties in accordance with its rules. If either party resists arbitration before the Oregon State Bar's Fee Arbitration Program, then the exclusive forum for resolving that dispute shall be an arbitration conducted by a single arbitrator under the rules of the Arbitration Service of Portland, Inc., ("ASP") (<http://www.arbserve.com/>), whose decision shall be final and binding on the parties. If a party resists the jurisdiction of the ASP, the petitioning party shall be entitled to an order from any state or federal court in Portland, Oregon, compelling arbitration before the ASP, and the parties consent to the personal jurisdiction of any state or federal court in Portland, Oregon, and agree not to object to the jurisdiction of, seek transfer of venue from, or oppose a motion to transfer venue to, such courts. An award rendered in an arbitration authorized by this paragraph shall be final, and the parties consent that judgment upon the arbitration award may be entered in accordance with applicable law in any court having jurisdiction thereof. The sole issue to be determined in an arbitration authorized by this paragraph is the reasonableness of, and obligation to pay, fees and costs charged by The Firm to Client.

CLIENT AND THE FIRM UNDERSTAND THAT THEY ARE SPECIFICALLY WAIVING ANY RIGHT TO A JURY TRIAL FOR DISPUTES BETWEEN THEM CONCERNING THE REASONABLENESS OF, OR OBLIGATION TO PAY, FEES OR COSTS.

5. For any dispute between The Firm and Client, other than disputes concerning fees or costs, the parties consent to the personal jurisdiction of any state or federal court in Portland, Oregon, which shall be the exclusive venue for any such dispute. The parties agree that they will not object to the jurisdiction of, seek transfer of venue from, or oppose a motion to transfer venue to, such courts. The parties further agree that any such dispute shall be resolved pursuant to the laws of the State of Oregon, without regard to its provisions concerning the conflict of laws.

6. Case records, including Client's records, are subject to The Firm's Document Retention and Destruction Policy. Client acknowledges receipt, comprehension, and acquiescence of such policy. The enclosed memorandum sets forth that policy. At the conclusion of The Firm's representation of Client on this matter, The Firm will return records and property belonging to Client. If The Firm is required to continue storing those records or property, Client agrees to reimburse The Firm for actual storage costs.

7. Client agrees to give full and complete cooperation to The Firm in matters relating to this engagement and promptly inform The Firm of all facts relating to this matter and all changes in Client's address, phone number and employment status. Either Client or The

Firm may terminate this engagement on reasonable notice and upon satisfactory arrangement for payment of fees and costs then due.

8. The financial terms and conditions of this Agreement shall apply to this matter and all future matters for which Client engages The Firm to provide legal services.

9. Any modification, alteration or change in the terms or conditions of this Agreement shall only be effective if expressed in writing and signed by both parties.

10. The parties agree this Agreement was entered into at arms' length. In other words, The Firm did not provide legal advice, and Client did not rely on The Firm's legal advice, regarding this Agreement.

11. This Agreement may be executed in counterparts, including a party's signed signature page sent by mail, delivery service, facsimile, email, or other electronic transmission. Each counterpart so signed and transmitted shall be deemed an original signature, even if transmitted as a photocopy or in an electronic format, and together all such counterparts shall constitute execution of a single agreement.

12. The undersigned acknowledge they have read and understood the foregoing, this is a binding Agreement, and that the signatories to this Agreement have authority to bind the person or entity on whose behalf they have signed.

13. This Agreement shall be exclusively governed by the laws of the State of Oregon, without reference to choice of law rules.

IT IS SO AGREED.

For The Firm:

Date:

\_\_\_\_\_  
Kerry J. Shepherd  
Shareholder, Markowitz Herbold PC

For Client:

Date:

\_\_\_\_\_  
Kelcey Young, City Manager  
City of Sweet Home

## DOCUMENT RETENTION AND DESTRUCTION POLICY

At the conclusion of your case, we will generally request that you take possession of your documents that you have given to us during the course of representation. We will ordinarily retain the rest of the non-duplicate case records for a period of 10 years. After 10 years, we may destroy these records without further notice to you. Exceptions to this destruction policy include the following:

- (1) Case files involving a minor. These files will be destroyed 10 years after the minor reaches majority age;
- (2) Estate plans and wills. These will be destroyed 10 years after the client is deceased;
- (3) Original contracts or agreements for which performance is still executory. These will be destroyed 10 years after performance has been completed;
- (4) Cases in which a judgment should be renewed. These will be destroyed 10 years after satisfaction or expiration of the judgment;
- (5) Original corporate books and records. These will be maintained indefinitely so long as the corporation or its assignee/successor remains a client. They will be returned thereafter or destroyed 10 years later;
- (6) Adoption files. These will be retained indefinitely.

## 2023 STANDARD HOURLY BILLING RATES

### SHAREHOLDERS

David B. Markowitz	\$1,200.00
Jeffrey M. Edelson	800.00
Matthew A. Levin	800.00
Kerry J. Shepherd	800.00
Chad M. Colton	700.00
Laura Salerno Owens	700.00
Harry B. Wilson	700.00
Paul S. Bierly	675.00
Dallas S. DeLuca	675.00
Lauren F. Blaesing	545.00
R. Kyle Busse	545.00
Jeffrey S. Lovinger	545.00
Adam M. Starr	545.00
Stanton R. Gallegos	525.00
Molly K. Honoré	525.00
Anit K. Jindal	525.00
Vivek A. Kothari	525.00

### STAFF ATTORNEYS

Stephen F. Deatherage	\$475.00
Adele J. Ridenour	475.00
Jermaine F. Brown	450.00
Chad A. Naso	450.00
Kathryn P. Roberts	450.00

### ASSOCIATES

Erin N. Dawson	\$425.00
David A. Fauria	425.00
Alexandra L. Rhee	425.00
Allison L. Rothgeb	425.00
Kelsie G. Crippen	400.00
Hannah K. Hoffman	400.00
Josephine C. Kovacs	400.00
Joseph M. Levy	400.00
Jordan E. Pahl	400.00
Nicholas R. Sanchez	400.00
April M. Stone	400.00

### CONTRACT

ATTORNEYS	\$250.00 - \$600.00
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### LAW CLERKS

\$250.00
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### PRODUCTION

ASSISTANTS	\$115.00
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PARALEGALS	\$220.00 - \$290.00
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## 2024 STANDARD HOURLY BILLING RATES

### SHAREHOLDERS

David B. Markowitz	\$1,260.00
Jeffrey M. Edelson	840.00
Matthew A. Levin	840.00
Kerry J. Shepherd	840.00
Chad M. Colton	800.00
Laura Salerno Owens	800.00
Harry B. Wilson	800.00
Paul S. Bierly	710.00
Dallas S. DeLuca	710.00
Adele J. Ridenour	710.00
Lauren F. Blaesing	645.00
R. Kyle Busse	645.00
Jeffrey S. Lovinger	645.00
Stanton R. Gallegos	625.00
Molly K. Honoré	625.00
Anit K. Jindal	625.00
Vivek A. Kothari	625.00
Adam M. Starr	625.00

**PARALEGALS** \$230.00 - \$305.00

### STAFF ATTORNEYS

Stephen F. Deatherage	\$495.00
Jermaine F. Brown	475.00
Chad A. Naso	475.00
Kathryn P. Roberts	475.00

### ASSOCIATES

Kelsie G. Crippen	\$450.00
Erin N. Dawson	450.00
Hannah K. Hoffman	450.00
Josephine C. Kovacs	450.00
Alexandra L. Rhee	450.00
Allison L. Rothgeb	450.00
David A. Fauria	425.00
Joseph M. Levy	425.00
Jordan E. Pahl	425.00
Nicholas R. Sanchez	425.00
April M. Stone	425.00

### CONTRACT

**ATTORNEYS** \$250.00 - \$600.00

**LAW CLERKS** \$265.00

### PRODUCTION

**ASSISTANTS** \$120.00

## ELECTRONICALLY STORED INFORMATION PROCESSING AND STORAGE COSTS

The Firm has negotiated preferential rates with a global legal process outsourcing company to process and host client ESI in Relativity databases. ESI hosting costs, if any, will be included with the Firm's monthly invoices to Client. Additional ESI processing and servicing costs will be separately invoiced by the outside vendor and paid by Client directly. The following rates apply for The Firm's clients. The services are provided by the legal process outsourcing company at the following rates:

<b>ESI Hosting</b>		
ESI Data storage in a high performance Relativity environment (Relativity Orange Level Certification)	Gigabyte per month	\$12
<b>ESI Collection, Forensic Analysis and Forensic Consulting Services</b>		
<b>Service Description</b>	<b>Unit</b>	<b>Price</b>
<b>ESI Collection (hourly)</b> (Collection and Drive Imaging) US Locations On-site, in-lab, or remote forensic preservation of user email and data from workstations, network servers, and other media. Image backups are done to standard forensic file formats.	Per hour	\$300
<b>Forensic Pre-Culling</b> Extraction of a data subset from a forensic image of a laptop or desktop. Most common data targeting is through the use of a file extension and/or file signature listing. This lessens the amount of obvious non-relevant data included in downstream processing or other services.	Per hour	\$300
<b>Forensic Analysis</b> Services include forensic review of data relevant to an investigation or litigation, including the review of file system data, recovery of deleted data, windows registry analysis, user activity analysis, file or document provenance, and data exfiltration analysis.	Per hour	\$300
<b>ESI Processing for Load to Relativity</b>		
<b>Service Description</b>	<b>Unit</b>	<b>Price</b>
<b>Data Processing (Flat Rate Per GB/Single Point Pricing)</b> Includes: Indexing; Metadata Extraction; Native File Linking; Objective culling (De-Duplication, De-NIST, Date Range); Standard Native Data Load File with Standard Fields; Exception Report  The flat rate price model is appropriate for data sets where only limited data volume reduction is expected.	Per GB	Tier I: 0-100 GB ingested  \$135  Tier II: 101-500 GB ingested

<p>The ingested billable data volume is calculated as the uncompressed data volume prior to filtering or deduplication. Uncompressed data refers to the size of the data as it is ready to be processed, after preparatory steps are performed. Preparatory steps may include decryption of media, extraction of data from root containers or forensic images, the extraction of individual efiles from compressed containers (zip, rar, etc.), the extraction of embedded files contained within compound file types, and the extraction of individual email message items (MSG, EML) + attachments from standard email containers (PST, OST, NSF, EDB)</p>		<p style="text-align: right;">\$115</p> <p style="text-align: center;">Tier III: 500+ GB ingested</p> <p style="text-align: center;">Custom Quote</p>
<p><b>Data Processing (IN/OUT pricing)</b> Includes: Indexing, Metadata Extraction; Native File Linking; Objective culling (De-Duplication, De-NIST, Date Range); Standard Native Data Load File with Standard Fields; Exception Report</p> <p>The IN/OUT price model is appropriate for data sets where significant data volume reduction is expected. (Running search terms and date culling before data is uploaded to Relativity)</p> <p>The ingested billable data volume is calculated as the uncompressed data volume prior to filtering or deduplication. Uncompressed data refers to the size of the data as it is ready to be processed, after preparatory steps are performed. Preparatory steps may include decryption of media, extraction of data from root containers or forensic images, the extraction of individual efiles from compressed containers (zip, rar, etc.), the extraction of embedded files contained within compound file types, and the extraction of individual email message items (MSG, EML) + attachments from standard email containers (PST, OST, NSF, EDB)</p> <p>The resulting set billable data volume is calculated as the uncompressed data remaining after all culling and filtering is completed.</p>	<p style="text-align: center;">Per GB In/Out</p>	<p style="text-align: center;">Tier I: 0-100 GB ingested</p> <p style="text-align: center;">\$60 Ingestion \$115 Resulting Set</p> <p style="text-align: center;">Tier II: 101-500 GB ingested</p> <p style="text-align: center;">\$35 Ingestion \$95 Resulting Set</p> <p style="text-align: center;">Tier III: 501-2000 GB ingested</p> <p style="text-align: center;">\$25 Ingestion \$75 Resulting Set</p> <p style="text-align: center;">Tier IV: 2001-5000 GB ingested</p> <p style="text-align: center;">Custom Quote</p>
<b>Relativity Loading of Third Party Processed Data</b>		
<b>Service Description</b>	<b>Unit</b>	<b>Price</b>
<p><b>Data Loading</b> Upload <i>import ready</i> Native, TIPP, or Mixed TIFF/Native ESI with load file</p>	Per GB	<p style="text-align: center;">\$30</p> <p style="text-align: center;">Waived for ESI processed by DTI</p>



Technical service fees apply for transforming load files to an import ready format		
<b>Production Services</b>		
<b>Service Description</b>	<b>Unit</b>	<b>Price</b>
<b>Subset Tiff Conversion/Export</b> The billable data volume for “Per Page” calculation is determined by the total number of images created by the imaging process, including placer-sheets for documents not to be provided in image format.	Per Page	\$0.01
<b>PDF Conversion</b> (In addition to standard Tiff Conversion fee)	Per Page	\$0.01
<b>Image Endorsing (In addition to standard Tiff Conversion fee)</b>	Per Page	\$0.01
<b>Native Production/Export</b> The billable data volume for the per GB rate is calculated as the uncompressed native data that is exported. This fee is assessed for native only productions and mixed native/tiff productions.	Per GB	\$50
<b>Printing (blowback)</b>	Per Page	\$0.06
<b>Printing (blowback) with slip sheets</b>	Per Page	\$0.08
<b>OCR (Optical Character Recognition)</b> Redacted Documents	Per Page	\$0.02
<b>Media – CDs</b>	Per Disc	\$20
<b>Media – DVDs</b>	Per Disc	\$35
<b>Media – Hard Drives</b>	Per Drive	\$150
<b>Shipping</b>		Cost
<b>Professional Services</b>		
<b>Service Description</b>	<b>Unit</b>	<b>Price</b>
<b>Project Management Services</b> Monday – Friday, 8:00 am to 6:00 pm [Pacific Time Zone] billed in 15 minute increments  Examples of tasks <u>that do not</u> incur charges to the client:  <ul style="list-style-type: none"> <li>• Initial project design meeting and creation of design manual</li> <li>• Initial workspace design, incl. security and permissions protocol</li> <li>• Initial software training session</li> <li>• Work order creation – ESI processing and workspace loading</li> <li>• Case status updates (standard DTI format)</li> <li>• Help-desk support\user login administration</li> </ul>	Per Hour	\$195

<p>Examples of tasks <u>that do</u> incur charges to the client:</p> <ul style="list-style-type: none"> <li>• Review and preparation of ESI, Collection and Discovery protocols</li> <li>• Performing software functions on client’s behalf <ul style="list-style-type: none"> <li>• Creation and management of reviewer assignments</li> <li>• Bulk tagging\mass edits</li> <li>• Production management and validation</li> <li>• Search creation and execution</li> </ul> </li> <li>• Quality control of third party processed data</li> <li>• Workflow consultation, research and analysis, and fulfillment of custom requests and reporting</li> <li>• Workspace design revisions outside of start-up period</li> <li>• Training sessions (after initial session)</li> </ul> <p>All project management time incurred from a direct client request to meet a client-imposed deadline outside of standard business hours will be billed at standard rate.</p>		
<p><b>Technical Services</b></p> <p>Examples of tasks that do not incur charges to the client:</p> <ul style="list-style-type: none"> <li>• Standard tasks associated with processing, loading or producing data</li> </ul> <p>Examples of tasks that do incur charges to the client:</p> <ul style="list-style-type: none"> <li>• Quality control of third party processed data</li> <li>• Back-end database queries</li> <li>• Field transforms</li> <li>• Workflow consultation, research and analysis, and fulfillment of custom requests and reporting</li> </ul> <p>All tech services time incurred from a direct client request to meet a client-imposed deadline outside of standard business hours will be billed at standard rate.</p>	Per Hour	\$150