



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: ENGAGEMENT LETTER LOCAL COYT LAW GROUP Date: 9.4.24

Statement of Purpose: LEGAL GUIDANCE REGARDING SOUTH BEACH ISLANDS ANNEXATION PROJECT

Department Head Signature: [Signature]

Remarks, if any:

City Attorney Review and Signature: EMAIL ATTACHED Date: 9.4.24

Other Signatures as Requested by the City Attorney:

Name/Position Date:

Budget Confirmed: Yes [checked] No [] N/A []

Certificate of Insurance Attached: Yes [] No [] N/A [checked]

City Council Approval Needed: Yes [] No [checked] Date:

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 9/4/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: Date:

Date posted on website:

Carolyn H. Connelly
Ross M. Williamson*
Mark A. Wolf
Diana Moffat
Lori J. Cooper
Truman A. Stone
Armand Resto-Spotts
Vanessa L. Crakes
*Also Admitted in Washington

ENGAGEMENT LETTER AND BILLING PROCEDURE MEMO FOR CITY OF NEWPORT

We appreciate the City of Newport's (City) interest in the Local Government Law Group P.C. This engagement letter is intended to cover special project services our firm will provide to the City pertaining to the South Beach Island Annexation Project.

The relationship between client and attorney works best when we both have a clear understanding of the firm's policies regarding legal services, the inquiry process, and our billing practices. If the policies explained in this document are acceptable to you, please sign a copy of this memo and return it to the firm. If you have any questions, please do not hesitate to call us.

Working with your Attorneys

During the course of our representation, it is our goal to maintain open lines of communication with the City and your staff. To this end, it is important that the City also communicates with us. This will allow us to better serve you and keep you fully informed about the status of the work we are doing.

You have retained our firm specifically to provide legal services related to the annexation of certain unincorporated land in the South Beach area. This is a limited engagement that will end upon completion of this special project.

During our representation of the City, please remember to provide us with any changes to your current addresses, telephone numbers, Council and staff members, and other relevant information.

Billing Statements and Hourly Rates

You will receive a monthly statement for any services we provided to your City that month. Most statements for services are simply the product of the hours worked multiplied by the

hourly rates for the attorneys, law clerks and legal assistants who did the work. However, if we feel that too much time was expended for the nature of the matter, we will reduce the fee accordingly.

Our hourly rates for attorneys and other members of the professional staff are as follows:

- A. General Attorney time: \$315.00 per hour
- B. Law clerk and paralegal time: \$150.00 per hour

One-half of the time required for necessary travel will be billed at the applicable attorney fee rate, plus the IRS mileage rate. The City is responsible for all costs incurred by the firm, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. However, you will not be charged for basic computer research, phone, or photocopy charges.

If we determine, in partnership with you, that a matter requires outside counsel, then we will ask the outside counsel to prepare a bill for our firm to review. Once that bill has received our approval, we will forward it to you for payment. We will not work with outside counsel for specialty services without first consulting the City. City projects may involve current or former clients of our firm, potentially giving rise to conflicts of interests. We will discuss those situations with you as they arise, which may require a waiver of conflict letter or our firm to recuse itself from representing the City for that specific project.

We bill for time expended on your behalf from the initial consultation to the closing of the matter. Activities requiring the expenditure of time may include office conferences, telephone discussions, preparation and review of correspondence, document preparation and review, and any other services associated with the work we have undertaken on your behalf. We anticipate that the work needed to complete the requested project will take less than ten hours. In order to provide you with some certainty, we will not charge over \$3,000 without your written direction to complete work beyond that threshold.

Your monthly statement will indicate the amount of time spent, the attorneys who worked on the matter, and the charges for services based upon your current rates. You will receive an itemized billing statement each month, at which time the amount billed is due and payable. A late fee of 1.5% per month will be imposed on unpaid charges within 60 days after they are billed. We try to ensure that our billings are accurate and understandable. If ever you wish to discuss your bill or the legal services rendered, please call Jenny Hornby in our accounting department or contact the attorney working on the matter. If we receive no questions or comments from you within 30 days of the billing statement's date, we will assume that you agree to the charges billed.

File Closing and Relationship Wind Up

At the conclusion of each legal matter, we review the file to ensure that you have copies of all important documents, return any original documents to you, and close the file. We store closed files for 10 years (we may do so in electronic format). After 10 years, we

destroy the file. By signing below, the City is giving our firm consent to destroy files pursuant to this policy.

We each have the right to terminate our attorney-client relationship at any time. If there is any unresolved dispute over our representation or fees and it is necessary to initiate a claim, the prevailing party will be entitled to reasonable attorney fees to be set by the court.

Again, thank you for considering the Local Government Law Group. We appreciate your business and look forward to working with you.

READ AND APPROVED:

CITY OF NEWPORT

By:



Authorized Signature

9/14/24

Date

Nina Vatter

Printed Name

City Manager

Title

Derrick Tokos

From: David Allen
Sent: Wednesday, September 4, 2024 3:02 PM
To: Derrick Tokos
Subject: Re: City of Newport South Beach Island Annexation Project
Attachments: Engagement Ltr and Billing Memo - South Beach Island Annexation Special Project.pdf

The attached engagement letter looks fine, assuming you and Nina are okay with the hourly rates for attorneys/staff and the estimated fee of \$3,000 for the project. --David

From: Dawn Webster [Dawn@localgovtlaw.com]
Sent: Wednesday, September 4, 2024 2:24 PM
To: Derrick Tokos
Cc: Carrie Connelly; David Allen
Subject: City of Newport South Beach Island Annexation Project

[WARNING] This message comes from an external organization. Be careful of embedded links.

You don't often get email from [REDACTED] Learn why this is important
[REDACTED]

Good afternoon Mr. Tokos,

Attached is the engagement letter for the South Beach Island Annexation Project. If it meets with the City's approval, please have the authorized representative sign it and scan a copy back to our office.

If you have any questions, please contact Carrie.

Thank you,

Dawn K. Webster
Paralegal
Local Government Law Group P.C.
[REDACTED]

Derrick Tokos

From: Derrick Tokos
Sent: Thursday, August 29, 2024 5:05 PM
To: 'Carrie Connelly'
Cc: David Allen
Subject: South Beach Island Annexation Project
Attachments: Staff Memo.pdf; Project Sheets from SBURP.pdf

Hi Carrie,

It was nice talking to you this afternoon. As I mentioned on the phone, the City of Newport, with funding from the Newport Urban Renewal Agency, will be embarking on a project to annex pockets of unincorporated land in our South Beach neighborhood. Attached is a memo that I prepared for our Planning Commission that describes the project and outlines next steps. Also attached are project sheets from a Refinement Plan with additional information about the project, including a map.

There are a fair amount of property owners involved, and some are likely to object, even with the sewer connection rebate program we intend to offer. With that in mind, we want to make sure we have our ducks in a row before we start sinking a lot of staff time and expenses in the project. The City intends to follow the island annexation statutes and we are looking for a brief memo from your firm outlining the required steps and guidance, including any relevant case law that we need to be aware of. One concern that I have is that the southwest corner of the pocket comes together at a point. You'll see it on the map. I assume that as long as the surveyor establishes that the points close together, then we are good?

Anyway, I understand that you will be putting together a draft engagement letter and price quote for the work. I look forward to your response, and hope you have a wonderful holiday weekend!

Derrick I. Tokos, AICP
Community Development Director
City of Newport
169 SW Coast Highway
Newport, OR 97365
ph: 541.574.0626 fax: 541.574.0644
d.tokos@newportoregon.gov