

BOENDER & PAYMENT

ATTORNEYS

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ATTORNEY FEE AND REPRESENTATION AGREEMENT

This Attorney Fee and Representation Agreement confirms that Boender and Payment Attorneys have agreed to represent the National Association of Emergency and Fire Officials (“Client”) as general counsel on an as needed basis and to act as registered agent for the Oregon Corporation Division.

Attorneys will represent the Board of Directors as a group, and will not represent any individual Director, Officer, or other person in an individual capacity. This means that any and all privileges associated with the attorney client relationship will extend to the Board of Directors as a whole, and no individual person in any capacity will be entitled to confidentiality or privilege from the remainder of the Board of Directors. Notwithstanding the foregoing, the Board of Directors and the entity will be entitled to confidentiality and privilege as it pertains to any third-party or individual/entity not associated with your Board of Directors.

During Attorneys representation, Attorneys will only communicate with members of the Board of Directors unless you give us specific authorization to communicate with other people within your organization. Please send all such authorizations to us in writing prior to any communications with non-board members.

Thank you for selecting our law firm to represent your organization. We are pleased to undertake this engagement on your organization’s behalf. At this time, we wish to set forth our agreement regarding payment of our fees. The hourly fee for legal services to be provided to Client by Attorneys shall be as follows: Attorney, Chelsea Payment (CP) \$300, Attorney, Bryan Boender (BB) \$325, and Attorney, David P. Williamson (DW) \$250. Any hourly charges will be rounded up to the nearest quarter (1/4) hour, except for telephone communication which shall be rounded up to the nearest one tenth (1/10) hour.

Client understands that all additional costs and expenses are my responsibility to pay in advance. Out-of-pocket expenses normally involve administrative/court filing fees, service of process, court reporter fees, appraisals, witness fees, faxes (at 20 cents per page), photocopies (at 20 cents per page), extraordinary postage (at cost), extraordinary travel (at cost), and the like. Travel expenses include travel within the State of Oregon (at hourly rate of traveler; origination point is the nearest office location to the destination; length of travel time estimated pursuant to Google Maps).

Client will promptly pay all billed or requested fees and/or costs upon receipt of the billing statement or fee/cost request. In the unfortunate event that billed or requested fees are not timely paid, Client agrees that Attorneys may withdraw as my attorneys. In the event of a dispute or disagreement concerning this agreement or any aspect of this attorney-client representation, Client agrees that the Fee Arbitration Program of the Oregon State Bar shall be the sole forum for resolution.

Client also understands that Boender & Payment, Attorneys, does not extend credit to clients other than through clients' use of credit cards and other specific arrangements. In the event that Client owes Attorneys for attorney fees and/or costs expended on Client's behalf, Client understands and agrees that Attorneys will impose a late charge against Client each month at the rate of 1.5% of the outstanding balance. If Client fails to pay an invoice for more than sixty (60) days after the due date, Attorneys may require any future work for Client be prepaid in advance on retainer. If Attorneys require Client to deposit a retainer, all such monies paid to the firm will be deposited in a client trust account, and withdrawn only as services are performed, or costs are incurred.

Client also agrees to employ Attorneys to act as the corporation's Registered Agent with the Oregon Corporation Division. The total fee for these legal services shall be \$200.00 per year and said sum must be paid in full before services are provided by Attorneys. **These fees are earned on receipt and will not be deposited into Attorney's Lawyer Trust Account.** Client will not be billed at an hourly rate and will not be charged more than the flat fee amount indicated above. The annual fee (other than the initial fee) shall be paid by Client prior to Attorneys submitting the annual renewal with the Oregon Corporation Division. The amount set forth above is exclusive of any fees required to be tendered to the Oregon Corporation Division, which Client agrees to pay as an additional cost.

Attorneys accept employment as Client's Registered Agent and agree to render these services on the terms stated here: (a) to register the firm name and address as the corporation's registered agent with the Oregon Corporation Division; (b) to receive, review, and forward Client's legal mail as directed by client; (c) to assist Client with its Corporation annual renewal when appropriate. Registered Agent work does not include any legal services not described above, nor does it include detailed legal advice or representation in regard to Client's legal mail. Attorneys review of legal mail shall be limited to a simple explanation of such mail. Detailed legal advice and representation in regard to Client's mail will be subject to the provisions of this Agreement relating to general counsel work.

Client may discharge Attorneys at any time, and in that event may be entitled to a refund of all or part of the flat fee if the services for which the flat fee was paid are not completed. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client's last known mailing address. If Client discharges Attorney or Attorney withdraws from Client's case before Attorney has completed the services for which Attorney is employed for a flat fee under this agreement, Attorney is entitled to a fee that is proportional to the amount of work completed by Attorney for the flat fee. Any unearned fees shall be refunded to Client if this paragraph is applicable upon termination.

Client understands and agrees that Boender & Payment, Attorneys, will assign this matter to the attorney it believes best capable of handling my case. Unless unforeseen or emergency situations develop, my assigned attorney will handle all matters relevant to my case. Client's attorney shall keep Client informed as to the progress of Client's case. Client's attorney will send me copies of all important papers coming in and out of the law office, including significant correspondence, pleadings, and other court documents. If my attorney is not available when Client attempts to contact him or her, Client expects that the call will be returned as soon as possible.

Attorneys will send Client information and correspondence throughout the representation. These copies will be Client's file copies. Attorneys will keep the information in a file in Attorneys' office. The file in Attorneys office will be Attorneys' file. Attorney will return any original documents provided unless required to be filed in court or with a public agency. It is Attorneys practice to store files in a digital format and destroy the paper file. Attorneys will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. Attorneys will then destroy the file. It is Attorneys practice to reduce paper usage to the extent practicable. Client agrees to use of email for all correspondence and billing where practicable, and to paper mailing only when required. Client will inform Attorneys of their desired email address for correspondence and will update such email address within seven (7) days of any change thereto. Client also agrees to keep Attorneys informed of any change of mailing address or telephone number within seven (7) days of the change.

Client realizes that cooperation, as a client, is a very important factor and that if Client fails to cooperate, Attorneys ability to effectively and professionally represent my interests will be impaired. Therefore, Client agrees to immediately provide Attorneys of any change of address, phone number, employment and circumstances. When requested to do so, Client will promptly answer and return all papers sent or provided to me for completion such as interrogatories, request for information, request for documents, etc. If Client fails to cooperate and assist Attorneys as requested by Attorneys, Client authorizes Attorneys to withdraw as Client's counsel of record.

This document constitutes the entire fee and representation agreement between us. Any changes or modifications must be in writing and mutually signed.

National Association of Emergency and Fire Officials

Signature: _____
Date _____

By: _____ Title: _____

Boender & Payment, Attorneys, accepts responsibility to provide legal services as described above according to the terms of this agreement.

David P. Williamson Attorney Date _____