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February 10, 2026

**VIA EMAIL**

Sarah Hanson  
County Counsel  
Columbia County  
230 Strand Street  
St. Helens, OR 97051  
[Sarah.Hanson@columbiacountyor.gov](mailto:Sarah.Hanson@columbiacountyor.gov)

**Re: Engagement Letter**

Dear Sarah:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Constangy, Brooks, Smith & Prophete, LLP (“Constangy” or the “Firm”) and Columbia County; 2) define the scope of the Firm’s representation of Columbia County; and 3) establish other material terms and conditions of the Firm’s representation of Columbia County, including but not limited to the financial terms.

**Scope of Engagement.** Constangy is to represent Columbia County in connection with a potential information security incident. This may involve the facilitation of a forensics investigation, an assessment of consumer and regulatory notification obligations and, if necessary, drafting of notification letters to affected consumers and appropriate regulators, facilitation of remediation services like credit monitoring or identity monitoring for affected consumers, and interfacing with regulators. This letter confirms Constangy’s representation of Columbia County for these purposes.

**Terms of Engagement.** When undertaking representation, we believe it is critical that our clients and the Firm share the same understanding of the attorney-client relationship. To that end, I am enclosing a copy of our “Standard Terms of Engagement for Legal Services” brochure, which describes in greater detail the basis on which we provide legal services to our clients. As supplemented by this letter, the “Standard Terms of Engagement for Legal Services” comprises our engagement agreement. Therefore, I ask that you review it carefully and contact me promptly if you have any questions about our relationship. Unless later varied, our engagement agreement will also apply to any subsequent matters we handle for you.

**Legal Fees.** Fees for services are based on a variety of factors including, for example, time and effort involved, the experience of those doing the work, the complexity of the matter, and the amount of work involved. Of these and other considerations, the time devoted and the experience of those providing the services will be given the most weight. Our hourly rates as authorized by your cyber insurance carrier, CIS Oregon, are \$375 for Partners and attorneys who are Of Counsel, \$275 for Associates and Senior Counsel, and \$150 for Paralegals and Law Clerks. You will be responsible for payment of invoices directly to Constangy and to seek reimbursement from your cyber insurance carrier unless payment occurs directly to Constangy from your cyber insurance carrier. Please consult with your cyber insurance carrier regarding any deductible or Self-Insured-Retention (SIR) in your policy as it may affect responsibility for payment.

Alabama Arkansas California Colorado District of Columbia Florida Georgia Illinois  
Indiana Maryland Massachusetts Minnesota Missouri New Jersey New York  
North Carolina Oregon Pennsylvania South Carolina Tennessee Texas Virginia Washington

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Constangy, Brooks, Smith & Prophete, LLP

**Advance Fee Deposit.** No retainer is being requested at this time. However, if our legal fees are not paid in a timely manner, we may request that you provide an advance fee deposit equal to the outstanding legal fees. If that occurs, the advance fee deposit will be placed in a trust account for your benefit. Unless otherwise agreed, the advance fee deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary any remaining balance will be returned to you. If the advance fee deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

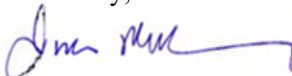
**Attorney-Client Privilege.** Please be aware that many communications between you and our lawyers and others from the Firm are protected by the attorney-client privilege. Although we do not, as a matter of course, stamp all communications “Attorney-Client Work Product and Privileged,” you should treat them as such. Any privileged information between us should be protected from inadvertent or intentional disclosure to third parties. Such disclosure may waive the attorney-client privilege. This admonition includes our billing statements, which may contain references to or summarize legal advice we have provided to you.

**Reporting to Insurance Carriers.** With your agreement, and consistent with cooperation provisions of cyber insurance policies, we will provide information about your potential information security incident to CIS Oregon on your behalf. As our legal advice provided to you is protected by the attorney-client privilege, this information will be shared on the basis of a common interest between you, the Firm and CIS Oregon, which is an extension of the attorney client privilege. We will continue to provide this information unless a conflict arises, e.g., information that may be detrimental to your insurance coverage, or unless you instruct us to stop sharing information on your behalf.

**Communication.** We believe very strongly in always maintaining an open line of communication with each other. This allows us to better serve you and keep you fully informed regarding the status of the work we are performing on your behalf. Our normal office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m., but I can be reached at any time on my cell phone: 503.312.6251.


I hope the information contained in this letter is helpful. I am pleased that you are entrusting your work to us, and we will do our best to provide you with prompt, high quality, cost-effective legal counsel. Please feel free to call me should you ever have any questions or concerns.

Sincerely,



Donna Maddux  
Partner, Cybersecurity & Data Privacy Team

Accepted and agreed to by:

Name (signature):  \_\_\_\_\_

Name (printed): Sarah Hanson

Title: County Counsel

Date: 2/11/2026

Enclosed: “Standard Terms of Engagement for Legal Services”



## **STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES**

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement or superseded by contrary controlling law, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file. When the terms “firm,” “our,” “us,” and “we” are used below, they refer to Constangy, Brooks, Smith & Prophete, LLP.

### **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Our firm will provide the services requested, keep you informed of developments and progress in the matter, and respond promptly to your inquiries. You agree to be truthful and cooperative and apprise us of all developments relating to your needs and our services, to be available to attend all requested appearances and depositions, settlement negotiations or court appearances, to attend meetings when requested by us, and to keep us apprised of any change in address or telephone numbers. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. 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.

It is our policy that our client is the person or entity identified in our engagement letter and does not include any affiliates or constituents of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association), whether or not any such affiliate or constituent is operationally integrated with the person or entity identified in our engagement letter as our client.

### **Preservation of Documents, Including Electronically Stored Information**

Note when you receive notice of a claim or lawsuit, you have a legal duty to retain all documents relevant to that claim or litigation. In that case, you must take affirmative steps to retain all documents related to the claimant’s or plaintiff’s employment, including any Electronically Stored Information (“ESI”). This requires the Company to suspend any applicable document disposal procedures (including routine email deletion) and take affirmative steps to retain all hard-copy document files, e-mail, and other ESI (whether maintained on a Company or personal laptop, desktop hard drive, network drive, storage device (such as thumb drive, disk, or otherwise), data compilations, text messages, voicemails, surveillance tapes and recordings, and any other tangible object that relates to the claim or lawsuit.

The Company must also immediately suspend any document retention/destruction policy and put in place a “Legal Hold.” This Legal Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised.

Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold.

We can assist you in determining the precise documents which need to be retained, and if needed, in drafting communications to those individuals in your organization who should be put on notice of this legal duty.

### **Consent to Electronic Communications**

In order to increase our efficiency and responsiveness, we endeavor to use state of the art communication devices (e.g. email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms, you consent to the use of these electronic communication devices.

### **Consent to In-House Attorney-Client Privilege**

At any time during or after our representation of you, we may consult with our own counsel regarding our rights and obligations to you. These consultations may be with either our internal counsel (i.e., our “General Counsel” or other attorneys within our Firm who have been designated as our in-house counsel) or outside counsel. You agree that any such communications between us and our counsel are separate and apart from our representation of you and that the communications will remain privileged and confidential to us and shall not be subject to disclosure.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or lawyers who are licensed in a state in which a particular issue arises, or for the purpose of providing services on an efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

### **How Fees Will Be Set**

In determining the amount to be charged for the legal services we provide to you we will consider:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;

- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services; and
- The extent to which office procedures and systems have produced a high-quality product efficiently.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate 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 our time in units of tenths of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. Rates are set for those attorneys based on their experience level and areas of practice, as well as overhead costs and other market factors. We periodically review our rates and reserve the right to make adjustments as needed. Any adjustments are typically made in January of each year.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), upon request, we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client.

Any flat fee arrangement will be expressed in a letter or an email message that sets forth both the amount of the fee and the scope of the services to be provided. In undertaking representation of a client with a personal injury or wrongful death claim or certain other matters, we will, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement.

### Expenses

Please know that Constangy bills separately for out-of-pocket expenses such as overnight mail, outsourced copying, and any mileage, lodging or other travel costs. These expenses will be separately itemized on your invoice. Unlike many firms, however, we do not charge for incidental expenses such as in-house copying, long distance telephone calls, faxes, postage, or standard computerized research within our research subscription.

### **Additional Charges/Third Party Services**

Other expenses for which the Firm contracts in bulk (e.g., online research, imaging, facsimile and litigation support) will include a reasonable allocation of overhead for clients using those services. During any matter in which we represent the Company, we may also incur expenses related to electronic discovery services when processing Electronically Stored Information (“ESI”). Depending on the volume and complexity of the ESI, collection and processing may be performed in-house or by an outside vendor. We will bill the Company for the time of both in-house professionals and outside vendors. We will also bill the Company \$20/GB/Month for data hosting fees as well as \$80/User/Month for access to the review platform, although hosting fees only apply while the applicable case is active.

In the event third party services are engaged by us, on your behalf and with your written approval, you agree to pay an outside vendor invoice directly, and if you fail to do so, you agree to defend and indemnify us with respect to any claim, demands or suit brought against us as a result of your failure to pay such invoice. Payment directly by us of any such expense shall not be construed as a waiver of our right to require you in the future to pay any similar expense directly.

We would be pleased to discuss the specific schedule of charges for any additional services and to answer any questions.

### **Advance Fee Deposits**

New clients of the firm are commonly asked to deposit an advance fee deposit with the firm. If an advance fee deposit is requested, the engagement is contingent on receipt of that advance fee deposit. You hereby grant us a security interest in any advance fee deposit with us and in any other funds we hold on your behalf to secure your obligations to us under this agreement. The advance fee deposit is often equal to our estimate of the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the advance fee deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit has become unnecessary or has been appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including advance fee deposits, will be placed in a trust account for your benefit, depending on state or federal law.

### **Termination**

You may terminate our representation at any time, with or without cause. Our right or obligation to terminate our representation is subject to the rules of professional conduct for the applicable

jurisdiction in which we practice, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our sending you the invoice that describes the final legal services for all matters that you have retained us to perform. You will not thereafter be considered a current client because you remain on a firm mailing list or have appointed an affiliate of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

#### **Retention and Disposition of Documents**

At the conclusion of our representation or any matter which we are handling for you, we reserve the right to retain our files pertaining to the matter (including attorney work product) in electronic format only. We also reserve the right to destroy electronic documents after they have been maintained for seven years. If you would like us to return any hard copy files to you at the conclusion of the case, or electronic documents to you during the seven-year retention period, please contact us by email or in writing, and we will be happy to arrange for delivery of the files.

If, upon your request, we agree to provide you with copies of certain documents from our file pertaining to the matter, you agree to pay the copying costs.

#### **Post-Engagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

#### **Billing Arrangements and Terms of Payments**

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment upon receipt or no longer than 30 days after receiving our statement. If you timely object in writing to a portion of a statement, you agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming you have waived your right to contest the unpaid portion of the bill.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, you agree that we may withdraw from the representation and pursue collection of your account. You agree to pay the expenses of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

If we are handling multiple matters for you, we require payment on all matters be kept current as a condition of continuing work. Should the scope of our work change or you fail to make payments in a timely manner, we reserve the right to request an advance deposit or retainer.

#### **Related Proceedings**

If any claim is brought against the firm or any of its personnel based on your negligence or misconduct, if we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of our communications in any proceeding, you agree to reimburse us for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has terminated.

#### **Your Right to Arbitrate**

If you disagree with the amount of our fee, or if you have any complaint about the services rendered by us, please take up the question with your principal attorney contact or with the firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. If a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the bar associations for the jurisdictions in which we practice, and we agree to participate in that process.

#### **Complete Agreement**

As referenced in and supplemented by the Engagement Letter, these standard terms of engagement comprise our engagement agreement. No change to this agreement shall be effective unless and until confirmed in writing by you and the firm. There are no promises, terms, conditions or obligations other than those contained herein, and this agreement supersedes all previous communications, representations, or other agreements, either oral or written, between you and the firm.

Thank you for choosing Constangy, Brooks, Smith & Prophete, LLP to represent you in this matter.