

## **COVER SHEET – AGENDA ITEM #R2 & 3**

For Commission Meeting: September 17, 2018

“MHCRC General Counsel Legal Services Agreement”  
“MHCRC Special Counsel (Cable Specific) Legal Services Agreement”

### **Staff Recommendation**

Staff recommends the MHCRC:

- Approve a contract with the Local Government Law Group, a member of Speer Hoyt LLC, to provide general counsel legal services.
- Approve a contract with Best Best & Krieger LLP to provide cable-specific special legal counsel services.

### **Background**

The MHCRC operates as a quasi-governmental body under Oregon Revised Statute 190. The MHCRC contracts for administrative and staff services with the City of Portland (City), through the Portland Office for Community Technology (OCT). The Portland City Attorney’s (CA) Office had provided the MHCRC legal counsel since its creation in 1993. The CA Office provided legal services for general municipal law and contracted, on the MHCRC’s behalf, as needed, for cable-specific special counsel legal services. However, the employee serving as lead counsel for the MHCRC retired and, as a result, the CA Office notified the MHCRC that the City would no longer provide legal services. At its May 2018 meeting, the MHCRC directed staff to move forward with a process to engage legal counsel services.

### **Legal Services**

In consultation with Chair Hansen, staff moved forward with processes to develop legal representation for the MHCRC for two separate, but related, scopes of work:

#### 1. Routine municipal administrative legal services.

For example:

- Attend MHCRC meetings, in-person or via phone, unless excused by the MHCRC Project Manager or his/her designee, and other MHCRC-related meetings on request.
- Prepare and/or review all legal documents, such as ordinances, resolutions and agreements of any nature including grant and consultant contracts entered into by the MHCRC.
- Provide guidance on interpretation of Oregon Open Meeting laws and rules, Oregon Revised Statute 190, and other Oregon statutes that apply to the MHCRC.
- Be available for telephone consultation with the MHCRC and/or the MHCRC Project Manager, as needed.
- Serve as general legal counsel to the MHCRC and represent the MHCRC in legal proceedings.

#### 2. Cable regulation, franchise and policy legal expertise.

For example:

- Serve as legal counsel in the renewal or issuance of cable services franchise agreements.
- Prepare materials and/or consult on cable-related policy matters at the state and federal levels.
- Advise on cable franchise regulatory issues, compliance proceedings, interpretation of local cable services franchise language and applicable federal law.

Staff believes it would have been extremely difficult to find a firm that had both the cable-specific legal expertise and was a member of the Oregon Bar to support the additional need for municipal general counsel. Also, this may help contain costs as general counsel will come at a lower billable rate and less travel costs than the cable-specific legal expertise.

### **Contract Processes**

Even though final approval of the contracts rest with the MHCRC, the MHCRC is a quasi-governmental body contracted with the City of Portland to provide Procurement Services, among other things. This requires staff and Procurement Services to facilitate the process in accordance with City policies and procedures for procuring services.

#### RFP Process for General Counsel - Local Government Law Group (LGLG)

Staff issued an RFP for local municipal legal services for the MHCRC, with proposals due by August 27, 2018. No proposals were received. Procurement Services conducted additional outreach to Oregon State certified Disadvantaged Business, Minority Owned, Women Owned, and Emerging Small Business enterprises (D/M/W/ESB) that met the minimum proposer qualifications. After the outreach effort, Procurement Services authorized staff proceed with a sole source request.

Local Government Law Group (LGLG), a Member of Speer Hoyt LLC provides representation exclusively to governmental entities without the competing pull on its resources from private interests (see attached resume). Among other areas, LGLG specializes in public meeting and public records law. LGLG's qualifications, experience, and several recommendations led the MHCRC to retain LGLG for short-term legal services related to a legal review of six grant agreements, one contract amendment, and one intergovernmental agreement at the end of FY2017/18. Staff was very satisfied with the quality and value of the legal work provide by LGLG.

#### RFP Process for Cable-Specific Special Counsel - Best Best & Krieger, LLP (BBK)

The CA Office provided legal services to the MHCRC for subject-matter expertise usually through a contract between Best Best & Krieger (BBK) and the CA office. Staff pursued retaining its legal representation with BBK in cable-specific areas of law through a "sole source" procurement process.

The unique nature of this process begins with the MHCRC itself. Unlike typical requests from other City bureaus, the MHCRC is a quasi-governmental body contracted with the City of Portland to provide Procurement Services. This requires staff and Procurement Services to

facilitate the process in accordance with City policies and procedures for this sole source contract request. Staff worked in tandem with Procurement staff and received approval from the City's Chief Procurement Officer to pursue cable-specific special counsel as a sole source contract.

Few nationally recognized law firms provide the required subject-matter expertise in matters of cable regulation, franchise and federal public policy for local governments. Of those firms, only one has an extensive history representing the MHCRC – Best Best & Krieger, LLP (BBK) (see attached bio). In fact, BBK was representing the MHCRC, through the CA Office, in negotiations with Frontier Communications for a renewal or extension of its cable franchise when the CA Office ended provision of legal services to the MHCRC.

BBK understands the unique relationship between the MHCRC and the six jurisdictions it represents in cable matters. The firm has a deep understanding of the complexities of federal cable franchise law and how it applies to local government authority and to an entity that represents multiple jurisdictions with multiple cable franchises.

BBK's Washington, DC, office allows staff attorneys to regularly attend meetings with Federal legislators and committees, and the Federal Communications Commission to assess proposed/enacted cable regulations and laws. This inside access provides the MHCRC a high level of access to timely information and targeted strategies to respond to federal legislative actions and multiple FCC proceedings promoted by industry. In addition, the MHCRC has been a member of TeleCommUnity for the last several years. As the host of TeleCommUnity, BBK provides a bi-weekly teleconference covering federal and state updates concerning the intersection of technology legislation and local government authority. BBK's representation of many local governments across the country coupled with its deep expertise creates efficiencies in cost as the MHCRC resources are dedicated to MHCRC-specific issues and not to supporting the education of attorneys in the highly specialized legal field of cable communications law.

**Attachments:** Local Government Law Group, a member of Speer Hoyt LLC, contract - general counsel legal services  
Local Government Law Group bio  
Best Best & Krieger LLP contract - cable-specific special legal counsel services  
Best Best & Krieger LLP contract bio

Prepared By: Julie Omelchuck  
September 12, 2018

Carolyn H. Connelly  
Christy K. Monson  
Ross M. Williamson\*  
Diana Moffat  
Mark A. Wolf  
Rebekah Dohrman  
John A. Wolf, *Of Counsel*  
\*Also Admitted in Washington

**ENGAGEMENT LETTER AND  
BILLING PROCEDURE MEMO  
FOR  
MT. HOOD CABLE REGULATORY COMMISSION**

We appreciate Mt. Hood Cable Regulatory Commission (MHCRC) interest in the Local Government Law Group. You have retained our firm to provide general legal counsel services as set out in the attached Exhibit A, incorporated by reference herein. In the event of a conflict between this Engagement Letter and the attached Exhibit A, this Engagement Letter shall control. 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 MHCRC and your staff. To this end, it is important that MHCRC also communicate with us. This will allow us to better serve you and keep you fully informed of the status of the work we are doing.

E-mail communication is standard practice today and is convenient for client correspondence. However, there are some dangers with the use of e-mail. While we take precautions to protect our e-mail system and client confidences, some dangers defy even the best protections. By signing below, MHCRC understands and confirms that privileged client communications may be transmitted by email to MHCRC e-mail addresses.

During our representation of MHCRC, please remember to provide us with any changes in your current addresses, telephone numbers, Board and staff members, and other relevant information to facilitate communications. It is our goal to handle our representation of MHCRC in a personal, efficient and professional manner. If you have a concern regarding the progress of any matter, please do not hesitate to contact us.

## Billing Statements and Hourly Rates

If you decide to engage our firm, you will receive a monthly statement for any services we provided to MHCRC 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. Additionally, sometimes we split our services (and the attorney fees) among multiple government clients who have the same legal needs. This helps you share attorney costs when possible. We will talk with you about these opportunities when they come up.

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

- A. Senior Attorney time: \$235.00 per hour  
Attorney time: \$185.00 per hour
- B. Services requiring specialized legal skills such as labor negotiations, bond work, arbitrations and legislative advocacy. Rates for specialty legal work will not be charged unless MHCRC has been advised and agrees to the need for a specialist relating to the project: \$210 - \$250.00 per hour
- C. Legal assistant, law clerk and paralegal time: \$75.00 per hour
- D. Litigation and Outside Counsel: To be determined

The firm's rates will be reviewed from time to time. We will inform you if we believe the rates should be adjusted for a future billing period.

Necessary travel will be billed at one-half of the applicable attorney fee rate, plus the IRS mileage rate. MHCRC 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, we won't charge you for basic computer research charges, phone charges, and photocopy charges.

If we determine, in partnership with you, that a matter requires outside counsel, 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 MHCRC.

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.

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 charges not paid 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 Kim Sitowski 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 (and may do so in an electronic format). After 10 years, we destroy the file. By signing below, MHCRC is giving us its 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:

MT. HOOD CABLE REGULATORY COMMISSION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

LOCAL GOVERNMENT LAW GROUP

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## EXHIBIT A

# Mt. Hood Cable Regulatory Commission General Legal Counsel Services

### **MHCRC Project Manager:**

Julie S. Omelchuck, City of Portland Community Technology Program Manager  
Email: [julieo@mhcrc.org](mailto:julieo@mhcrc.org)

### **About the MHCRC**

The MHCRC was created by Intergovernmental Agreement (IGA) among the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village and Multnomah County (“Jurisdictions”). The Mt. Hood Cable Regulatory Commission ([www.mhcrc.org](http://www.mhcrc.org)) advocates for and protects the public interest in the regulation and development of cable communications systems within Multnomah County. Each Jurisdiction appoints citizen representatives to the Commission.

The MHCRC operates as a quasi-governmental body under Oregon Revised Statute 190. The MHCRC contracts for administrative and staff services, which includes procurement services, with the City of Portland (“the City”), through the Portland Office for Community Technology. The MHCRC funds an equivalent of four full-time city staff, plus related materials, services, and overhead, with an annual operations budget of about \$1 million. The MHCRC has fiduciary responsibility for an overall annual fund budget of approximately \$9 million, most of which is dedicated funds under the IGA or the cable services franchise agreements.

MHCRC Rules of Procedure: [http://www.mhcrc.org/wp-content/uploads/2014/11/about\\_rules\\_of\\_procedure.pdf](http://www.mhcrc.org/wp-content/uploads/2014/11/about_rules_of_procedure.pdf)

MHCRC IGA: [http://www.mhcrc.org/wp-content/uploads/2014/07/about\\_intergovernmental\\_agreement.pdf](http://www.mhcrc.org/wp-content/uploads/2014/07/about_intergovernmental_agreement.pdf)

MHCRC Staff Services Agreement: [http://www.mhcrc.org/wp-content/uploads/2014/07/about\\_ServicesAgree12-92FINAL1.pdf](http://www.mhcrc.org/wp-content/uploads/2014/07/about_ServicesAgree12-92FINAL1.pdf)

### **Scope of Work**

The Mt. Hood Cable Regulatory Commission (“MHCRC”) seeks General Counsel, licensed by the Oregon State Bar, to provide legal services to the MHCRC for routine local municipal law.

Examples of municipal legal services include:

- Regularly attend, in-person or via phone, monthly MHCRC meetings and other MHCRC-related meetings on request.
- Prepare and/or review documents and agreements entered into by the MHCRC, such as orders, resolutions, contracts, staff reports, regulatory notices, etc.
- Provide guidance on interpretation of Oregon open meeting laws and rules, Oregon Revised Statute 190, and other Oregon statutes that apply to the MHCRC.

- Be available for telephone consultation with the MHCRC and/or the MHCRC Project Manager, as needed.
- Serve as general legal counsel to the MHCRC and represent the MHCRC in legal proceedings.

**1. WORK PERFORMED BY THE CITY / MHCRC/ OTHERS**

The MHCRC has assigned Julie Omelchuck, City of Portland Community Technology Program Manager, as its Project Manager (“MHCRC Project Manager”) to oversee the work and provide support as needed. The MHCRC General Counsel shall work closely with the MHCRC Project Manager and the MHCRC. In addition, the General Counsel is expected to work with subject matter legal counsel retained by the MHCRC for cable-related regulation, franchise, and public policy expertise.

**2. PROJECT REVIEWS**

On a day-to-day basis, the progress of the work will be managed by the MHCRC Project Manager.

**3. DELIVERABLES AND SCHEDULE**

Draft documents, legal opinions, and other work will be upon request of the MHCRC or the MHCRC Project Manager.

**4. PLACE OF PERFORMANCE**

Services will take place primarily via phone and electronic means. On occasion and as appropriate, work will be performed on-location at various sites within Multnomah County, Oregon.

**5. PERIOD OF PERFORMANCE/ PROJECT FUNDING**

The MHCRC anticipates the work to begin immediately upon contract execution through June 30, 2022. The MHCRC anticipates an annual amount of about \$30,000 in fiscal years 2018-19, 2019-20, 2020-21, and 2021-22.

**General Terms and Conditions**

The General Counsel hired by the MHCRC must meet the following requirements:

**1. ACH PAYMENTS**

It is the City’s policy to pay vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City’s standard ACH Vendor Payment Authorization Agreement which is available on the City’s website at: <https://www.portlandoregon.gov/brfs/45475>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

**2. BUSINESS COMPLIANCE**

The General Counsel must be in compliance with the laws regarding conducting business in the City of Portland. The General Counsel is responsible for the following:

**Certification as an Equal Employment Opportunity (EEO) Affirmative Action Employer**

To certify go to the website at: <https://procure.portlandoregon.gov>.

**Non-Discrimination in Employee Benefits (EB)**



To certify go to the website at: <https://procure.portlandoregon.gov>.

### **Business Tax Registration**

Details of compliance with the City of Portland Business Tax registration requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandoregon.gov/revenue/29320>.

### **3. INSURANCE**

The General Counsel shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract.

**Workers' Compensation Insurance:** The General Counsel shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The General Counsel shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

**Commercial General Liability Insurance:** The General Counsel shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Automobile Liability Insurance:** The General Counsel shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

**Professional Liability & Errors & Omissions Insurance:** The General Counsel shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities under the contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence-based policy, the General Counsel may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the General Counsel obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**Additional Insured Endorsement:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the MHCRC and its officers and agents as Additional Insureds, with respect to the activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional

insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage & Notice of Cancellation:** The General Counsel agrees to maintain continuous, uninterrupted coverage for the duration of the contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from the General Counsel to the MHCRC. If the insurance is canceled or terminated prior to completion of the Contract, the General Counsel shall immediately notify the MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of contract and shall be grounds for immediate termination.

**Certificate(s) of Insurance:** Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the MHCRC at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required shall be obtained from insurance companies acceptable to the MHCRC. The General Counsel shall pay for all deductibles and premium. The MHCRC reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

#### **4. INDEPENDENT CONTRACTOR STATUS**

General Counsel is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. General Counsel, its subcontractors, and their employees, are not employees of MHCRC and are not eligible for any benefits through MHCRC, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

#### **5. CONFLICTS OF INTEREST**

The MHCRC seeks to avoid even the appearance of any conflict of interest on the part of professionals employed as legal counsel. Throughout the term of the contract, the General Counsel is required to immediately disclose in writing to the MHCRC any potential or actual conflict of interest that it believes may have arisen. The MHCRC and General Counsel will work together to resolve any conflicts of interest.

#### **6. MEDIA RELATIONS**

General Counsel is not authorized to comment publicly on MHCRC matters or to issue any statements or press releases in connection with any matter of engagement for MHCRC without the express advance consent of MHCRC Project Manager.

# LOCAL GOVERNMENT LAW GROUP

*A member of Speer Hoyt LLC*

Carolyn H. Connelly  
Christy K. Monson  
Ross M. Williamson\*  
Diana Moffat  
Mark A. Wolf  
Rebekah Dohrman\*\*  
John A. Wolf, *Of Counsel*  
\*Also Admitted in Washington  
\*\*Member of American Institute of  
Certified Planners

## The Local Government Law Group Legal Counsel

The Local Government Law Group has over 100 years of combined experience in municipal law. We represent over 80 fire and other special districts as well as government-related entities throughout the state. We also serve as the City Attorney for more than 21 Oregon cities. In addition to our general counsel clients, we provide legal advice on special projects for many other Oregon cities, districts and government-related entities.

### Our Firm

The Local Government Law Group consists of six experienced attorneys specializing in providing expert legal services to Oregon's local governments: Carolyn H. Connelly, Christy K. Monson, Ross M. Williamson, Diana Moffat, Mark Wolf, and Rebekah Dohrman. One *of counsel* attorney, John A. Wolf, also regularly assists our firm.

The attorneys of the Local Government Law Group provide representation exclusively to governmental entities, without the competing pull on our resources from private interests. Every entity is different. We have vast experience in tailoring legal solutions to each entity's needs and style. We have structured our law practice and areas of expertise specifically to allow us to provide services tailored to fit the needs of local governments.

### Our People

**Name:** Carolyn H. Connelly  
**Years of Municipal Experience:** 23  
**Law School:** Vermont Law School  
**Oregon Bar Admission:** 1995

**Specialization:** Public contracting, infrastructure financing, land use, environmental law, public meetings and public records.

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys Association, and Lane County Bar Association.

**Summary of Experience:** Carrie specializes in environmental law, land use law, public contracting infrastructure financing, and real estate law, while maintaining expertise in open meetings, public records, and the drafting and review of legislation and contracts. She routinely

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#### LOCAL GOVERNMENT LAW GROUP

975 Oak Street, Suite 700 Eugene, Oregon 97401 P (541) 485-5151 F (541) 485-5168

advises clients by phone and during public meetings. Carrie authored a chapter in the Oregon Fire District Directors' Handbook and a section for the Oregon Law Institute, regarding special district boundary changes. Carrie graduated from Vermont Law School with both a Juris Doctorate and a Masters in Environmental Law in 1995. She began her work with local governments as an intern for the Bi-State Columbia River Gorge Commission in law school. Carrie then specialized in municipal defense litigation, before joining the Speer Hoyt team in 1997. She was a founding member of LGLG at its formation in 2008. Carrie is a past president of Lane County Women Lawyers and currently serves on the League of Oregon Cities Legal Advocacy Committee. Carrie is also an active volunteer for Eugene-area non-profit organizations and schools.

**Name:** Christy K. Monson

**Years of Municipal Experience:** 17

**Law School:** University of Oregon

**Oregon Bar Admission:** 2001

**Specialization:** Employment law and personnel management, Board training and governance, intergovernmental agreements and governmental partnerships, lobbying, telecommunications and utility franchises, public records, public meetings, and government ethics.

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys' Association, and Lane County Bar Association.

**Summary of Experience:** After attending law school, from 2000-2006, Christy served as Legal Counsel and lobbyist for the League of Oregon Cities, where she focused on negotiating statewide municipal issues, including: public records, open meetings, government process and ethics, police and fire, condemnation, urban renewal, and collective bargaining. Christy now represents governments as legal counsel and as an advocate before the Oregon legislature and state agencies. Christy is a frequent lecturer at government conferences and is the Past President of the Government Law Section of the Oregon State Bar, as well as a member of the Oregon City Attorneys' Association. She has also served as a member of several legislative advisory groups.

**Name:** Ross M. Williamson

**Years of Municipal Experience:** 17

**Law School:** University of Oregon

**Oregon Bar Admission:** 2001

**Specialization:** Land use, urban renewal, public contracting, public meetings, public records, code enforcement, elections, sign codes, municipal courts, and intergovernmental agreements.

**Professional Affiliations:** Oregon State Bar, Washington State Bar Association, Oregon City Attorneys' Association, and Lane County Bar Association.

**Summary of Experience:** Ross joined the Local Government Law Group firm in August 2009, after eight years representing cities at another Eugene-area law firm. Ross's practice emphasizes land use and public contracting, but he also has experience in the full gambit of local government law issues. Ross received his law degree from the University of Oregon School of Law in 2001, where he was on the staff of the Oregon Law Review. Ross is admitted to practice in the federal courts and has experience advising clients through all aspects of litigation at both the state and federal court levels. He also has experience in litigating matters before the Land Use Board of Appeals and the Oregon Court of Appeals. Ross has recently litigated cases on behalf of cities in both state and federal court, including Endangered Species Act and breach of contract issues. Ross is a native of the Northwest. Prior to practicing law, Ross worked for the Washington State Supreme Court in court administration.

**Name:** Diana Moffat  
**Years of Municipal Experience:** 18  
**Law School:** Lewis and Clark Law School  
**Oregon Bar Admission:** 1986

**Specialization:** Labor relations, disciplinary and contractual arbitrations, and Employment Relations Board hearings.

**Professional Affiliations:** Oregon State Bar, National Public Employer Labor Relations Association, Oregon Public Employer Labor Relations Association, Oregon City Attorneys' Association, and Lane County Bar Association.

**Summary of Experience:** Diana Moffat is our labor relations expert. She is recognized statewide for her expertise at the bargaining table. Before representing governments, Diana served as a union attorney. This experience lends her critical insight during the bargaining process. Diana most recently served as the Executive Director and lead labor lawyer for the Local Government Personnel Institute, where she bargained over 200 collective bargaining agreements. Her labor practice includes drafting collective bargaining proposals, researching comparative wages and benefits, presenting all proposals and justifications at the bargaining table as chief spokesperson and assessing counter proposals. Diana has represented numerous public employers in the mandatory mediation process, as well as in interest arbitrations. Diana has represented governments in disciplinary proceedings and arbitrations. She has also presented unfair labor practices and unit clarification cases to the Employment Relations Board. Diana is well versed regarding employment issues such as: overtime pay, light duty, medical determination, seniority, annual evaluations, vacation, medical insurance coverage and sexual harassment issues. Prior to her focus in labor law, Diana served as an Oregon Deputy District Attorney for 14 years.

**Name:** Mark A. Wolf  
**Years of Municipal Experience:** 3  
**Law School:** University of Oregon  
**Oregon Bar Admission:** 2015

**Specialization:** Public meetings, government ethics, labor relations

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys Association, Oregon Public Employer Labor Relations Association, and the American Bar Association

**Summary of Experience:** Mark joined the Local Government Law Group in May 2016. Mark graduated from law school in 2015 and this last year clerked for the Hon. Lauren S. Holland at the Lane County Circuit Court. During law school Mark spent part of his summers clerking for the Local Government Law Group and the United States Attorney's Office. Mark was also a tutor in the Legal Writing and Research program and a managing editor on the Oregon Review of International Law. Prior to law school Mark graduated with an undergraduate degree from the University of Oregon in 2006 and spent several years in the insurance industry.

**Name:** Rebekah Dohrman  
**Years of Municipal Experience:** 8  
**Law School:** Thomas M. Cooley Law School  
**Oregon Bar Admission:** 2009

**Specialization:** Land Use, Community Development, real estate transactions, Board and Council governance and training.

**Professional Affiliations:** Oregon State Bar, Oregon City Attorneys' Association, Lane County Bar Association, Lane County Women Lawyers Steering Committee, American Institute of

Certified Planners, Oregon Chapter of the American Planning Association (OAPA) and OAPA's Legislative and Policy Advisory Committee,

**Summary of Experience:** Rebekah joined the Local Government Law Group in April of 2017. In addition to general municipal law matters, Rebekah focuses on land use and community development. She served as the first Assistant General Counsel for the League of Oregon Cities where she focused on telecommunications and general municipal law. Rebekah also served as a Development Analyst and Land Use Planner for the City of Eugene working on business loans, urban renewal plan amendments, tax exemption programs, affordable housing development, real estate transactions, and current planning. Rebekah has a Masters in Community and Regional Planning from the University of Oregon and has earned certification from the American Institute of Certified Planners.

**Name:** John A. Wolf

**Position:** Of Counsel

**Years of Municipal Experience:** 30+

**Law School:** Lewis and Clark College of Law

**Oregon Bar Admission:** 1980

**Specialization:** Litigation, real estate, prosecution, and taxation.

**Professional Affiliations:** Oregon State Bar and Lane County Bar Association.

**Summary of Experience:** John was in private practice in Reedsport until May 1987. While in Reedsport, he served as Assistant City Attorney and City Prosecutor for the City of Reedsport, and as Chairman of the Port of Umpqua Commission. John has represented and advised individuals and businesses in a wide variety of areas of the law, including real estate, family law and divorce, contracts, local government law, and litigation of all types. His practice includes tax law and litigation, especially in matters concerning the IRS and the Oregon Department of Revenue. Specifically, John's areas of litigation include condemnation, civil prosecutions for ordinance violations, mediation, arbitration, and easements and boundary line disputes. John recently resolved a litigation matter for the City of Creswell regarding its municipal airport.

Legal Assistants. Our legal assistants Kim Dahlgren and Carol Dusine have considerable experience focused on municipal law. Kim came to our firm in 2014. She is a licensed paralegal and has worked as municipal law support staff for over 23 years. Prior to coming to our firm in 2014, Carol worked at a local firm supporting attorneys in local government and employment law for 8 years.

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## **LEGAL SERVICES AGREEMENT**

*(Non Conflict)*

This Agreement for Services (Agreement) is between the Mt. Hood Cable Regulatory Commission (MHCRC), and Best Best & Krieger LLP (Special Counsel).

AGREEMENT:

### **1. SCOPE OF SPECIAL COUNSEL LEGAL SERVICES**

Special Counsel shall provide legal services in accordance with the terms and conditions set forth in this Agreement and as specified in the *Scope of Work, Budget, Schedule and Compensation Rates*, attached hereto as Exhibit A.

### **2. COMPENSATION, BILLING AND PAYMENT PROCEDURE**

- (a) Billing and compensation for Special Counsel must conform to the billing rates and budget established for this Agreement and the *Contract Requirements for Special Counsel*, attached hereto as Exhibit B. The total Compensation under this Agreement (i.e., the approved and payable attorney and legal staff billable time and legal services expenses) shall not exceed \$120,000, unless authorized as provided in Section 20 of this Agreement.
- (b) Special Counsel shall maintain time and billing records up-to-date to support all billings under this Agreement.

### **3. WORK PRODUCT AND RECORDS RETENTION**

All of Special Counsel's work product resulting from this Agreement is the exclusive property of MHCRC ("Work Product"). MHCRC and Special Counsel intend that the Work Product be deemed "work made for hire" of which MHCRC shall be the client and the owner. If for any reason the work product is not deemed "work made for hire," Special Counsel hereby irrevocably assigns to MHCRC all rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Special Counsel shall execute such further documents and instruments as MHCRC may reasonably request in order to fully vest such rights in MHCRC. Special Counsel forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. It is anticipated that Special Counsel will provide MHCRC with copies of required or requested Work Product throughout the progress of the Agreement. At the expiration or termination of this Agreement, following receipt of any payments due and owing from MHCRC under this Agreement, Special Counsel shall deliver to MHCRC all of the Work Product. Special Counsel must have adequate protocol for safekeeping Work Product in Special Counsel's possession and ensuring against inadvertent disclosure of MHCRC confidences or sensitive information to

persons not involved in providing legal services under this Agreement, whether at Special Counsel's law firm, agents, experts or consultants. Special Counsel records shall be maintained for a period of three (3) years after completion or termination of this Agreement or the records maintenance and retention period followed by Special Counsel's law firm, whichever period is longer.

**4. EFFECTIVE AND TERMINATION DATES**

This Agreement shall be effective as of September 17, 2018, and shall terminate as of July 1, 2022, unless otherwise amended.

**5. EARLY TERMINATION OF AGREEMENT; PAYMENT ON EARLY TERMINATION**

- (a) MHCRC may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion.
- (b) Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. In order to terminate the Agreement, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within the 15 days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- (c) In the event of early termination of this Agreement under this Section, MHCRC shall pay Special Counsel for work performed in accordance with the Agreement prior to the termination date and nothing further.

**6. STANDARD OF CARE; ETHICAL AND PROFESSIONAL RESPONSIBILITY**

Special Counsel shall perform all professional legal services using that care, skill and diligence which would ordinarily be used by lawyers in this community in similar circumstances and ensuring fulfillment of ethical and fiduciary duties, including duty of loyalty to MHCRC as the client. Special Counsel shall comply with the Oregon Rules of Professional Conduct, including but not limited to the responsibility of competence, diligence, confidentiality of information, legal conflict of interest related to current and former clients, and safekeeping property.

**7. PROFESSIONAL LIABILITY INSURANCE**

Special Counsel shall maintain professional liability insurance as required by the Oregon State Bar, and not less than the limits of the Oregon Tort Claims Act, applicable to MHCRC unless otherwise approved by MHCRC. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to MHCRC Project Manager.

**8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**



- (a) Special Counsel shall obtain, at its expense, and keep in effect during the term of this Agreement and as specified below, Commercial General Liability Insurance (CGL) covering bodily injury and property damage in a form and with coverage's that are satisfactory to MHCRC. This insurance shall include personal injury liability and contractual liability coverage for the indemnity provided under this Agreement (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Special Counsel's coverage shall be primary and non-contributory with any other insurance or self-insurance. Combined single limit per occurrence shall not be less than \$2,000,000 for each occurrence, \$2,000,000 Personal Injury/Advertising Injury, and \$2,000,000 General Aggregate. MHCRC, its officers, agents and employees, shall be listed as Additional Insureds in regard to Special Counsel's activities under this Agreement.
- (b) Special Counsel shall hold harmless, defend, and indemnify MHCRC and MHCRC's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) for property damage or personal injury, or both, brought against any of them arising from Special Counsel's actions or omissions under this Agreement.

**9. WORKERS' COMPENSATION INSURANCE**

- (a) Special Counsel, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or a copy of it, shall be provided, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Special Counsel further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- (b) In the event Special Counsel's workers' compensation insurance coverage is due to expire during the term of this Agreement, Special Counsel agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Special Counsel agrees to provide MHCRC such further certification of workers' compensation insurance as renewals of said insurance occur.
- (c) Special Counsel agrees to accurately complete MHCRC's Questionnaire for Workers' Compensation Insurance and Qualification as Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit C and shall remain attached to this Agreement and becomes a part of it as if fully copied herein. Any misrepresentation of information on the Questionnaire by Special Counsel shall constitute a breach of this Agreement.

## **10. CERTIFICATES OF INSURANCE**

- (a) Special Counsel shall provide to MHCRC Project Manager certificates of insurance and additional insured endorsements signed by the insurance carrier showing that the coverage required by the Agreement with Insurance Services Office (ISO) form numbers to identify the specific coverage that has been obtained and the effective dates of the insurance policies. This shall be provided within 10 Calendar Days of the announcement of the intent to Award the Contract to Special Counsel by MHCRC. The certificates shall contain a provision that states substantially the following: “The insurance described in this certificate shall not be canceled or materially altered without giving MHCRC 30 days written Notice in advance of that action.” Notices of cancellation or termination of insurance shall be directed to MHCRC Project Manager. Failure to comply with the reporting provisions of this Contract shall not affect the coverages provided to MHCRC and its officers and agents.
- (b) MHCRC will review the certificates for approval. MHCRC may reject any proposed certificate if the insurance proposed to be provided is not the same as the coverage required by the Agreement, may reject the certificate if it is unclear, or require that the underlying policy be presented for review. If MHCRC determines that the certificates are unclear, Special Counsel shall provide revised certificates that clearly show the insurance required by the Agreement has been obtained. Review or approval of MHCRC of any insurance certificate does not excuse Special Counsel from providing the insurance required by the Agreement.
- (c) The certificate(s) will identify all of the parties who are Additional Insureds or Loss Payees. In addition, there shall be no cancellation, non-renewal, material change, or potential exhaustion of aggregate limits without 30 days written notice from Special Counsel or its insurer(s) to MHCRC. The certificates shall reflect these requirements. To the extent certificates of insurance contain words to the effect that Special Counsel shall “endeavor to send notice of cancellation” or similar language, Special Counsel shall require its insurer(s) to send such notice by making sure that the words “endeavor to” or similar words are removed from the Certificate.
- (d) Any deductible in excess of \$50,000 shall be disclosed to MHCRC in writing prior to Issuance of a Notice to Proceed and is subject to MHCRC’s approval.
- (e) Failure to maintain any insurance required under this Agreement shall be cause for immediate termination of the Agreement.

## **11. SUBCONTRACTING**

Special Counsel shall not subcontract its work under this Agreement, in whole or in part, without the written approval of MHCRC. Special Counsel shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of Special Counsel as specified in this Agreement. Notwithstanding MHCRC approval of a

subcontractor, Special Counsel shall remain obligated for full performance hereunder, and MHCRC shall incur no obligation other than its obligations to Special Counsel hereunder. Special Counsel agrees that if subcontractors are employed in the performance of this Agreement, Special Counsel and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656.

**12. ASSIGNMENT**

Special Counsel shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of MHCRC.

**13. INDEPENDENT CONTRACTOR STATUS**

Special Counsel is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. Special Counsel, its subcontractors, and their employees, are not employees of MHCRC and are not eligible for any benefits through MHCRC, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**14. COMMENCEMENT OF WORK**

Neither party is obligated to perform services under this Agreement until authorized by MHCRC in accordance with its Charter, City Code or applicable regulations, and until this Agreement is fully executed by the parties.

**15. MHCRC PROJECT MANAGER**

- (a) MHCRC Project Manager shall be Julie S Omelchuck, City of Portland Community Technology Program Manager, or such other person as shall be designated in writing by the Chair of the MHCRC, who is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other MHCRC actions referred to herein.
- (b) Invoices must be submitted no later than 30 days after the end of the billing period, and no later than 60 days following the conclusion, termination or expiration of the contract, whichever comes first. Final invoices should clearly state on the face of the invoice that it is a final invoice.

Invoices shall be sent to:

Attn: Julie S. Omelchuck, Project Manager:  
Office for Community Technology  
Mt. Hood Cable Regulatory Commission  
c/o City of Portland/ OCT  
P.O. Box 745  
Portland, OR 97207-0745  
Email: julieo@mhcr.org

**16. EQUAL EMPLOYMENT OPPORTUNITY**

Special Counsel agrees it is EEO certified pursuant to MHCRC's Equal Employment Opportunity certification process. Special Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin, veterans or other legally protected status under federal, state or local laws (collectively "legally protected status"). Special Counsel shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their legally protected status. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Special Counsel shall post in conspicuous places, available to employees and applicants for employment, notices for the provisions of this nondiscrimination clause. Special Counsel shall state that all qualified applicants will receive consideration for employment without regard to legally protected status. Special Counsel shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246. To fulfill the Oregon State Bar's mission to promote diversity, inclusion and access to justice, Special Counsel shall provide to its attorneys, paraprofessional and staff who are of diverse or legally protected status meaningful opportunities to participate in the performance of legal services, including responsibility for performing substantive and challenging legal work under this Agreement. Special Counsel shall undertake review of its experts/consultants selection and retention process to ensure that qualified individuals with legally protected status will have equitable opportunity to be considered for performing legal services that may be required under this Agreement.

**17. OREGON LAW AND FORUM**

This Agreement shall be construed according to the law of the State of Oregon without reference to its conflict of laws provisions, and any litigation between MHCRC and Special Counsel arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. Special Counsel shall comply with all applicable federal, state and local laws and regulations.

**18. BUSINESS LICENSE**

Special Counsel shall obtain a MHCRC business license as required by Portland City Code Chapter 7.02 prior to beginning work under this Agreement. Special Counsel shall provide a business license number in the space provided at the end of this Agreement. Special Counsel certifies that it is in compliance with federal, state and local tax laws including filing of requisite tax reports and paying tax obligations and agrees to comply with applicable requirements throughout the terms of the Agreement.

**19. AMENDMENTS**

MHCRC and Special Counsel may amend this Agreement at any time only by written amendment executed by MHCRC and Special Counsel. Unless otherwise provided in the authorizing document, if any, any amendment that increases the amount of compensation payable to Special Counsel in an amount of 25% or less of the original amount of compensation in this Agreement may be approved by the MHCRC Project Manager. Any amendment that increases compensation by more than 25% of the original amount of compensation in this Agreement must be authorized by MHCRC. The MHCRC Project Manager may authorize any other amendment on behalf of MHCRC.

**20. FUNDS**

MHCRC certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

**21. ELECTRONIC SIGNATURES**

The parties agree MHCRC and Special Counsel may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**22. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.

**23. PROHIBITED INTEREST**

- (a) No MHCRC officer during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No MHCRC officer who participated in the award of this Agreement shall be employed by the Special Counsel during the period of the Agreement unless specifically authorized in advance by the MHCRC.

**24. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement. Enforcement of this Agreement is reserved to the parties.

**25. MERGER CLAUSE**

This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and Agreements between the parties, whether oral or written.

**Special Counsel**

**Mt. Hood Cable Regulatory Commission**

\_\_\_\_\_  
Name

\_\_\_\_\_  
MHCRC Chair

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Business License No. 732449

Tax ID No. 95-2157337

**EXHIBIT A – SCOPE OF WORK  
SPECIAL COUNSEL LEGAL SERVICES CONTRACT  
MT. HOOD CABLE REGULATORY COMMISSION  
SCOPE OF WORK AND COMPENSATION RATES**

**Best Best & Krieger LLP:**

Assigned 2018-19 hourly billing rate for:

- Partners: \$355
- Counsel and Contract Attorneys: \$285
- Paralegals, clerks and Legislative Administrative Assistants: \$175

Contract budgeted amount: Up to \$120,000 (est. \$30,000 annually)

Expected duration of the work to be performed: thru FY 2021-2022

**Scope of Work for MHCRC:**

Provide legal services for subject-matter expertise in cable regulation, franchise and public policy.

Examples of cable regulation, franchise and policy legal expertise include:

- Serve as legal counsel in the renewal negotiations of cable services franchise agreements, including drafting franchise language, analyzing proposed language and company positions, and identifying potential impacts on franchise obligations of other companies.
- Provide legal analysis on cable regulatory issues, including formal hearings processes and notices, potential settlement agreements, and interpretation of local cable services franchise language and applicable federal law.
- Represent the MHCRC in deliberations and communications with cable company legal counsel.

Prepare materials, consult, and represent the MHCRC on cable-related policy matters before US Congress and federal agencies (i.e. Federal Communications Commission).

**EXHIBIT B**  
**MT. HOOD CABLE REGULATORY COMMISSION**  
**CONTRACT REQUIREMENTS FOR SPECIAL COUNSEL**

**I. INTRODUCTION**

**A. Applicability & Purpose**

1. These Contract Requirements apply to Special Counsel retained by the Mt. Hood Cable Regulatory Commission (MHCRC). They are intended to ensure that Special Counsel provide MHCRC with high-quality, cost-effective legal services, are mindful of the need to conserve public resources and account for their work in a professional and transparent manner.
2. Special Counsel (including all lawyers and support staff who participate in representing MHCRC) are expected to know and adhere to these Requirements.

**B. Requests for Modifications**

Special Counsel may bring requests for modification of these Contract Requirements to the MHCRC Project Manager. Requested modifications shall only be valid if approved in writing by MHCRC Project Manager.

**II. RELATIONSHIP BETWEEN MHCRC & SPECIAL COUNSEL**

**A. Decision-making Authority**

MHCRC remains responsible for making all substantive decisions in matters assigned to Special Counsel. To ensure effective communication with Special Counsel concerning substantive decision-making and other aspects of a matter, the MHCRC has designated a MHCRC Project Manager who is responsible to oversee and manage each matter sent to Special Counsel.

**B. Protocol**

1. Special Counsel should communicate frequently and directly with MHCRC Project Manager regarding the assigned matter. Special Counsel should regularly consult with MHCRC Project Manager so that MHCRC Project Manager can participate in decisions as to whether specific costs and fees should be incurred. For example, Special Counsel should consult with MHCRC Project Manager on such topics as whether a particular research project is necessary, whether MHCRC already has prior legal research on a topic or issue that can be used in the matter, whether a particular deposition makes sense from an economic standpoint, or whether a particular document production can be completed more economically in-house. Special Counsel's failure to communicate with



MHCRC Project Manager prior to undertaking such work will result in MHCRC's refusal to pay for work performed without consultation which MHCRC believes was not reasonably required or cost-effective.

2. Special Counsel shall keep the MHCRC Project Manager fully and currently informed about the status of ongoing matters by means of prompt personal communications (telephone calls, emails) rather than letters summarizing work done over a period of time.
3. Special Counsel shall transmit documents to the MHCRC Project Manager prior to filing them with the Court, allowing sufficient time for review, comment and approval. Special Counsel shall also provide MHCRC Project Manager with copies of final or as-filed documents, as well as copies of any memoranda or correspondence, whether internal or external, for which MHCRC will incur a fee (other than routine internal emails). The general expectation is that all documents will be transmitted electronically, unless circumstances warrant furnishing copies in other formats such as paper.
4. Special Counsel shall consult with MHCRC Project Manager regarding any settlement demands and overtures. Special Counsel shall not enter into any settlement negotiations or settlements without prior approval of the MHCRC Project Manager. Special Counsel is not legally authorized to enter into any enforceable settlement agreements. By law, any such agreements by MHCRC require either MHCRC Project Manager (if under \$5,000) or MHCRC Board (if over \$5,000) approval.

**C. Conflicts of Interest**

Special Counsel must investigate potential conflicts of interest before beginning working on a matter and must inform MHCRC Project Manager of any potential or actual conflicts of interest as soon as Special Counsel becomes aware of them. Unless Special Counsel specifically raises a conflict of interest, and MHCRC acknowledges and waives the conflict in writing, Special Counsel will fully reimburse MHCRC for additional costs subsequently incurred due to such conflict, including, where appropriate, the cost of substitute counsel becoming familiar with the matter. MHCRC will not reimburse Special Counsel for the time or cost of a conflicts check.

**D. Media Relations**

Special Counsel is not authorized to comment publicly on MHCRC matters or to issue any statements or press releases in connection with any matter of engagement for MHCRC without the express advance consent of MHCRC Project Manager.

**III. PROJECTION OF FEES & EXPENSES**

**A. Setting of Rates**

At the time of the initial engagement, Special Counsel must furnish MHCRC with a schedule of hourly rates for all partners, associates, and paralegals who will or may bill time on the matter. Special Counsel may only change these rates upon prior written approval of MHCRC. Proposed changes in the agreed upon rate(s) shall be provided to MHCRC no less than 60 days before the requested effective date.

**B. Submission of Budget**

1. For each matter, Special Counsel is required to provide MHCRC Project Manager with a budget. No invoices will be paid until a budget is approved and legal fees may not exceed the budgeted amount without prior approval from MHCRC Project Manager.
2. The budget must specifically include the work that Special Counsel will perform, the identity and the billing rate of each attorney, paralegal assigned to the matter, and the expected duration of the work. Special Counsel is expected to stay within the budget absent truly unforeseen or exceptional circumstances. If it appears that Special Counsel may exceed the budget on a particular matter, Special Counsel must promptly notify MHCRC Project Manager, provide a written explanation for the prospective variance, and obtain the approval of MHCRC Project Manager for the enlarged budget well before incurring fees or expenses beyond the budget. MHCRC will not pay for time spent in preparing budgets or monthly bills.

**IV. STAFFING AND SUPERVISION**

**A. Assigned Lawyers**

The specific lawyer(s) with whom the engagement is established (“Lead Counsel”) shall be directly and intimately involved in the matter throughout its course, unless MHCRC Project Manager agrees otherwise. Special Counsel shall consult with MHCRC Project Manager regarding other lawyers who may be assigned to work on any MHCRC matters. Lead Counsel may not assign additional lawyers to any MHCRC matter without prior written approval from MHCRC Project Manager. If a staffing change affecting the budget should occur, Special Counsel should notify MHCRC Project Manager in writing of the proposed revised budget. The proposed revised budget shall not be effective until approved in writing by MHCRC Project Manager.

**B. Efficient Staffing**

MHCRC expects staffing to be efficient. Attorneys should not be performing work more appropriately assigned to a paralegal. Similarly, paralegals should not be assigned secretarial or other clerical tasks such as photocopying, filing or delivering materials, or scheduling depositions or meetings. Routine file maintenance should not be charged to MHCRC. (For appropriate examples of paralegal work, see below.)

**Absent prior written authorization from MHCRC Project Manager Special Counsel shall not:**

- Bill for the attendance of more than one lawyer at a meeting, hearing, deposition or trial;
- Charge for learning time of newly assigned lawyers when a shift in personnel is warranted;
- Bill for internal “conferences” about MHCRC matters; or
- Write status reports or letters, unless requested.

**C. Appropriate Use of Paralegals**

Paralegals should be used to perform appropriate work when it is economical to use them. Examples of activities that a paralegal should generally perform are:

- Preparing first drafts of basic forms and documents;
- Preparing and filing UCC statements;
- Organizing, summarizing and indexing files and other materials that require professional judgment;
- Preparing subpoenas or notices for deposition, entry of appearance, substitution of counsel, interrogatories, requests to produce, jury trial demands, and other routine litigation documents; and
- Preparing records requests and subpoenas.

**D. Experts & Consultants**

1. The selection and retention of appraisers, experts, and consultants must be coordinated with and approved in advance in writing by MHCRC Project Manager. Special Counsel must itemize these charges on their bills.
2. MHCRC will pay the actual cost of services such as printing and acquisition of specific materials by appraisers, experts and consultants if MHCRC Project Manager approves such expenses in writing in advance.

**V. BILLABLE AND NON-BILLABLE ITEMS**

**A. Expenses & Disbursements**

1. MHCRC will reimburse Special Counsel for out-of-pocket expenses as applicable and as provided below. MHCRC will not pay for normal overhead expenses unless prior written approval has been obtained from

MHCRC Project Manager and the appropriate portions of the invoice specify that the charges have been “Authorized by [MHCRC Project Manager name]” and indicate the date of the authorization. Such charges include items such as: secretarial, clerical or word processing services (normal, temporary or overtime); administrative services (including file creation, file organization and maintenance; clearing conflicts; local telephone expenses; charges for business meals or refreshments (unless related to out-of-town travel); local travel expenses including mileage under 100 miles, toll charges, parking fees, train and cab fares; normal postage.

2. Unless otherwise covered by a specific agreement in advance, MHCRC will pay for separately itemized expenses and disbursements only as follows:
  - a. Toll calls. MHCRC will pay the actual charge billed to the firm for each call, without an overhead adjustment and without a premium. MHCRC will not pay any charges for fax copying other than actual telephone line charges.
  - b. Messenger Services. MHCRC will reimburse Special Counsel for actual charges billed to counsel for deliveries (including overnight express) that are necessary. MHCRC does not want documents to be routinely hand-delivered or sent by overnight express. Wherever possible, documents should be transmitted electronically. Delivery modes should be made with due regard for need, economy and common sense.
  - c. Local and Surface Travel. Travel must be approved by MHCRC Project Manager in writing and in advance. If approved and if Special Counsel is required to travel more than 100 miles roundtrip on an assigned matter, MHCRC will reimburse mileage for the use of personal cars at the IRS rate or the actual cost of taxicabs, buses, or trains necessitated by MHCRC’s business that are not part of lawyers’ or employees’ commuting costs during regular business hours.
  - d. Out-of-Town Travel. Special Counsel must receive prior approval for all out-of-town travel reimbursement. MHCRC encourages Special Counsel to make travel arrangements through means that will ensure that the best and most reasonable prices for air or ground transportation are obtained. MHCRC will only reimburse Special Counsel for coach rates. Only in very unusual circumstances and with prior written approval will MHCRC approve travel by more than one attorney.

- e. Attorney Travel Time. Charges for attorney time during travel are only reimbursable if such time is actually used in performing substantive legal work for MHCRC .
- f. Attorney Time. As previously noted, MHCRC will only pay for one attorney to attend depositions, meetings, or arguments. Special Counsel must obtain prior written approval from MHCRC Project Manager if Special Counsel plans to bill time for more than one attorney to attend a meeting, trial, deposition or hearing.

**B. Line Item Entry Guidelines**

1. Special Counsel should review each invoice to determine that each line item clearly describes the task performed and the legal reason for the task if not apparent from the task description itself. It is the responsibility of MHCRC Project Manager to ensure the accuracy and reasonableness of each invoice and line item. MHCRC reserves the right to reduce or reject any invoice or invoice line item because of a failure to comply with these Contract Requirements, because an invoice line item is unclear or unreasonable or for any other valid and reasonable purpose.
2. Task descriptions should be written in plain English. The purpose for the task should either be plain from the context or should be succinctly described. When describing work performed, Special Counsel should comply with the following billing guidelines:
  - Do Not Use:
    - Attention to
    - Review
    - Review and Revise
    - Revise
    - Continued (followed by a task)
    - Review emails
    - Request attention to
    - Organize file
    - Follow up
  - Recommended For Use:
    - Read \_\_\_\_
    - Write \_\_\_\_
    - Prepare for \_\_\_\_
    - Edit \_\_\_\_
    - Attend \_\_\_\_
    - Conduct \_\_\_\_
    - Phone conference with \_\_\_\_ regarding \_\_\_\_
    - Email with \_\_\_\_ regarding \_\_\_\_
    - Legal Research regarding \_\_\_\_

- Write legal memorandum to \_\_\_\_ regarding \_\_\_\_
- Meeting with \_\_\_\_ regarding \_\_\_\_
- Take deposition of \_\_\_\_
- Defend deposition of \_\_\_\_

**C. Prohibition Against Reimbursement for Administrative or Clerical Functions**

MHCRC will only pay for work performed by professionals (i.e., attorneys or paralegals), and will not pay an hourly or flat rate or fee for work that is secretarial, clerical, or administrative in nature, regardless of the seniority of the person performing the task. Examples of such secretarial, clerical, or administrative work include: scheduling meetings and appointments, making travel arrangements, and maintaining calendars.

**D. Legal Research**

MHCRC maintains extensive legal research on issues pertaining to MHCRC. Special Counsel should confer with MHCRC Project Manager to determine if MHCRC already has relevant legal research on a given topic. In addition, MHCRC Project Manager may determine that it is more cost effective for MHCRC staff to undertake legal research in a given matter. Where it is determined after consultation that Special Counsel will undertake legal research, MHCRC expects that Special Counsel will use paralegals or junior associates for research matters, and avoid having partners or senior associates devote extensive time to research. Special Counsel should forward copies of all research products that are prepared for a MHCRC matter to MHCRC Project Manager.

**E. Office Conferences**

Intra-office conferences that deal with substantive issues pertaining to the matter are reimbursable when Special Counsel provides a thorough description of the purpose of the conference. Generally, no more than two staff members should bill for an intra-office conference. MHCRC will only pay for reasonable amounts of time expended on such conferences. Billing for such conference should be minimized to the greatest extent practicable.

**F. Prohibition Against Block Billing**

MHCRC will not pay for “block billed entries,” that is, a line item with a single time charge for multiple activities or disbursements. A time charge must accompany each fee activity, and Special Counsel must itemize each disbursement entry.

**G. Format**

Special Counsel should clearly show the total of the current bill and also include a running total for the matter to date. Prior balances or payment history should be shown, if at all, on a separate page. Special Counsel must include with the statement both time sheet or diary detail for time charges and copies of invoices or internal data compilations

for disbursements over \$500, especially for out-of-town travel and bulk photocopying or special vendor services.

**H. Audit**

MHCRC has the right to examine and audit all of Special Counsel's firm's billings for any work charges to MHCRC and all of the supporting data for those billings.

**VI. ACCEPTANCE OF TERMS**

These Contract Requirements constitute the terms and conditions of MHCRC's retention of Special Counsel. Special Counsel's acceptance of an offer of engagement constitutes an agreement to comply with the terms and conditions set forth in these Requirements. Special Counsel must discuss questions concerning the applicability of these Requirements with MHCRC Project Manager before proceeding on a course of action not specifically authorized.

EXHIBIT C

Questionnaire for Workers' Compensation Insurance OR Qualification as Independent Contractor

If Special Counsel does have Workers' Compensation Insurance: Special Counsel completes section A only

SECTION A

SPECIAL COUNSEL CERTIFICATION: I, undersigned, am authorized to act on behalf of entity/firm designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature of Special Counsel \_\_\_\_\_ Date \_\_\_\_\_ Entity/Firm \_\_\_\_\_

If Special Counsel does not have Workers' Compensation Insurance: MHCRC Project Manager completes Section B only; Special Counsel completes section C only.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION B

**ORS 670.600 Independent contractor; standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

MHCRC Project Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business, entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year, and



3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business or trade association membership;
- \_\_\_\_\_ C. Telephone listing and service for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
- \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year;  
or
- \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Special Counsel Signature \_\_\_\_\_

Date \_\_\_\_\_



## Telecommunications

Best Best & Krieger LLP lawyers have been among the leading advocates on telecommunications issues for more than three decades. We are especially well-known for our effective and cost-efficient representation of more than 250 public agencies throughout the U.S., including municipal and county governments, special districts, publicly owned utilities, school districts and regional public safety groups.

We guide our public clients through the ever-changing maze of federal and state regulations that affect local agencies' authority to:

- Build and finance communications systems and provide services
- Regulate the placement of wireless and wireline facilities
- Franchise cable and other systems using the rights of way
- Obtain fair compensation for use of public property

We also represent private businesses, including smaller telecommunications companies and nonprofits, in disputes and negotiations with utilities and large telecommunications and cable service providers.

We maintain a strong presence in Washington, D.C., where our lawyers are highly respected and regularly meet with key members of the Federal Communications Commission and Congress on issues critical to our clients.

### Comprehensive Service

BB&K attorneys take a proactive approach by anticipating issues, advocating for clients and helping to shape policy while providing insights that allow our clients to avoid costly errors in planning and implementing major telecommunications projects.


We provide comprehensive counsel on cutting-edge issues and traditional concerns. Combining legal experience with communications business and technology knowledge, we advise on all facets of telecommunications law, regulation business and policy. Further, we regularly and successfully represent clients before federal and state legislators, regulators and commissions, and in FCC proceedings,

administrative hearings and enforcement proceedings, as well as in trial and appellate courts.

### Areas of Experience:

- Broadband planning and deployment
- Cable television
- Wireless communications
- Regulation and deployment of wireless and cellular networks
- Business matters
- Tower siting
- Broadcasting
- Telephony
- Interplay of federal and state regulations
- Franchise operations, management and renewals
- Cell site and cell tower licensing, leasing programs and agreements
- Spectrum set-asides and use
- Trademark protection
- Infrastructure development
- Fees and taxes
- Public-private partnerships
- Financing
- Bankruptcy and restructurings
- Government relations
- Access and rights of way
- Public safety, emergency services and public, educational and governmental access channels
- Regulatory compliance
- Fixed, mobile and broadband wireless communications
- Environmental, permitting, zoning, and land use issues
- FCC rulemaking and policy
- Procurement
- Merger and acquisition reviews
- Rate-setting and taxing authority
- First Amendment and other constitutional matters
- Privacy and public records
- Transactional matters
- Establishment of communications networks and obtaining low-cost, high-speed fiber network access
- Indefeasible rights of use

## Joseph Van Eaton, Partner

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	Location:	Washington, D.C.
	Education:	University of Pennsylvania School of Law, J.D., <i>cum laude</i> ; Syracuse University, B.A., <i>magna cum laude</i>

Joseph Van Eaton represents government agencies on a broad range of communications issues in federal and state courts, before federal and state agencies, and at the negotiating table. Joe is a partner in BB&K's Municipal Law practice group in the firm's Washington, D.C. office. He is also a registered federal lobbyist and a member of BB&K's Government Relations team. Prior to joining the firm in 2011, he was a founding partner of Miller & Van Eaton, a nationally recognized telecommunications law firm.

### **Keeping Cities Connected**

Joe helps communities develop wireline and wireless communications ordinances, negotiate franchises for cable and telecommunications service providers, and develop their own communications networks. He has successfully defended local government efforts to establish and operate municipally owned systems. He has been a leading advocate for local governments before the Federal Communication Commission (FCC), including in key rulemakings affecting local authority to regulate placement of wireless facilities.

Joe is heavily involved in the development of publicly owned and nonprofit fiber networks; he plays an active role in the regulatory and legal debates regarding the development of open, neutral networks. He has negotiated contracts requiring the deployment of infrastructure that can be used by multiple providers to offer communications services in return for rights to use municipal infrastructure.

### **Advocacy**

Joe has significant experience working with Congress, federal agencies, and state legislatures and agencies on legislation and regulations affecting municipalities. He is lead attorney for coalitions of cities in several critical, pending FCC proceedings. Moreover, he has appeared before, and participated in, proceedings at the California Public Utilities Commission (CPUC), including rulemakings related to state-level cable system franchising.

In addition to his experience working with legislative bodies and state and federal regulatory agencies, Joe has significant litigation and appellate experience. He has successfully argued cases in most of the U.S. Courts of Appeal and before several state supreme courts. He has served as a special appointee to the board of directors of the Alliance for Community Media and is the recipient of the George Stoney Award, the International Municipal Lawyers Association "President's Award," and the National Association of Telecommunications Officers and Advisors "Ovation Award."

Joe is licensed to practice law in the District of Columbia.

### Awards

- Washington, D.C. Top Rated Lawyer in Communications Law, American Lawyer Media and Martindale-Hubbell, 2013
- George Stoney Award
- International Municipal Lawyers Association “President’s Award”
- National Association of Telecommunications Officers and Advisors’ “Ovation Award”

### Gail A. Karish, Partner

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	Location:	Los Angeles
	Education:	York University, LL.M.; McGill University, LL.B. and B.C.L.; American University, M.I.S.; University of Manitoba, B.A.

Gail A. Karish is a partner at BB&K who focuses on telecommunications, assisting clients in California and across the country with a wide range of regulatory and transactional matters involving broadband and fiber networks, cable and telecom franchising, wireless communications, and public-private partnerships.

Gail’s clients are mainly public agencies, such as local governments, water districts, and municipal utilities. Public agencies can serve a variety of roles in relation to telecommunications infrastructure — regulator, owner, service provider, customer, partner — and Gail’s clients come to her for advice and guidance on issues that arise in all of these contexts. Gail also represents some cooperatives, nonprofits, and small competitive providers. Her telecommunications practice regularly involves:

### Regulatory Advice and Advocacy

- Advice on compliance with federal and state wireless siting laws, shot clocks and other regulations affecting individual permit applications
- Revision of local codes, applications, and processes governing wireless facilities siting and right of way permitting
- Assistance in broadband planning, and revision of master plans, local ordinances and regulatory processes to encourage broadband deployment
- Advice on compliance with federal and state cable and telecommunications franchising laws, including those applicable to competitive franchising, renewals, and transfers
- Assistance meeting state and federal regulations and reporting requirements applicable to providers of broadband, cable, voice over IP and other communications services, and related filings

- Representation before the FCC and state utility commissions, such as the CPUC, on proposed rulemakings, licensing and regulatory approvals, and pole attachment disputes

### **Negotiations and Drafting Agreements**

- Cable and telecommunications franchises, renewals, and transfer agreements
- Fiber network infeasible right of use, fiber leases, pole attachment, property access, encroachment, and collocation agreements
- Macro cell site, small cell, and distributed antenna system leases and licenses
- Communications services subscriber agreements, wholesale/bulk services agreements, and related policies (e.g., privacy, acceptable use, network management)
- Evaluation, structuring, and implementation opportunities for public-private partnerships
- Advanced Metering Infrastructure, and Smart City infrastructure agreements

Prior to her practice, Gail worked in-house at a Miami-based long distance telecommunications carrier that was a subsidiary of Entel-Chile. As in-house counsel, she was responsible for state and federal licensing, regulatory compliance matters, and corporate and commercial contracts associated with the company's launch of retail and wholesale telecommunications and Internet services serving the U.S. Hispanic market.

Gail started her legal career in infrastructure in Canada at Ontario Hydro, a large government-owned electric utility, where she initially represented the utility at environmental and rate tribunals. She also assisted the utility's international division to develop and implement an investment strategy, explored privatization opportunities in Latin America, and made crucial contributions to the company's 1994 acquisition and management of a Peruvian electric utility.

Gail speaks frequently on telecommunications topics to organizations including the International Municipal Lawyers Association, the National Association of Telecommunications Officers and Advisors (NATOA), and its regional chapters such as SCAN-NATOA, WATOA, SEATO, the League of California Cities, and the Alliance for Community Media. She is admitted to practice law in the State of California. She was licensed but is now inactive in the Province of Ontario, Canada.

### **Awards**

- Profiles in Diversity Journal, Women Worth Watching, 2015
- National Association of Telecommunications Officers & Advisors Ovation Award, 2013

**Gerard Lavery Lederer, Partner**

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	Location:	Washington, D.C.
	Education:	Temple University Beasley School of Law, J.D.; Haverford College, B.A.

Gerard Lavery Lederer’s unique background as a nationally recognized telecommunications, cable and small cell lawyer combined with his experience as a registered federal lobbyist provides clients unparalleled legislative and transactional solutions. Prior to joining BB&K as a partner in the Municipal Law practice group in Washington, D.C., Gerry was an attorney with Miller & Van Eaton, a highly regarded local government rights of way law firm.

Gerry advocates for public and private property owners regarding issues of law and policy arising from federal and state communications legislation and regulation. He is also one of the nation’s leading authorities on marketplace solutions for the seamless integration of cable and wireless technology into communities. He authored “Critical Connections” and “Wired for Profit,” two leading guides on the integration of telecommunications technology into the built environment. He developed the first model license agreements between telecommunications service providers and property owners to provide access to buildings and rooftops, promoting cooperative relations while protecting both parties’ interests.

Gerry serves as legislative counsel and lead Washington advocate for TeleCommUnity, a collection of local governments dedicated to ensuring respect for local rights in federal legislative and regulatory activity.

Since arriving in Washington, D.C. in 1985 as the City of Philadelphia’s Washington advocate, Gerry has served as Washington legislative counsel to a number of local governments and agencies, including as lead advocate for local governments on infrastructure issues and as general counsel of the United States Conference of Mayors. He has also served as executive director of advocacy and research advancement for the Building Owners and Managers Association, International and executive director of government affairs for the United States Telephone Association. Prior to his career in Washington, he served as the chief deputy city commissioner for the City of Philadelphia. This position oversees the city’s voter registration and election day.

Gerry is a member of the Federal Communications Bar Association. He is admitted to practice law in the State of New Jersey and the District of Columbia, and is an inactive member of the bar of the Commonwealth of Pennsylvania.