

To: The Dobbins/Oregon House Fire Protection District
Re: Terms of Retainer – General Legal Counsel

Scope of Representation: The Dobbins/Oregon House Fire Protection District (“Agency” or “Board”) is retaining Paul Nicholas Boylan (“Attorney”) (collectively referred to as the "Parties") for the purpose of serving as the Department’s General Legal Counsel, with duties and authority described herein.

Duties: Attorney’s shall (1) advise the Board and Agency administrative staff; (2) conduct or facilitate training as requested or as needed; (3) attend closed sessions as authorized by law; and (4) any other duties the Board may assign.

Chain of Command: To promote efficiency and cost-effectiveness, director access to Agency legal counsel outside of a noticed board meeting, including but not limited to Attorney, will be limited to the Agency Board President and/or the Board President’s designee. The Board President may authorize other Board Members to consult with Attorney.

Hourly Rate: Attorney will bill the Agency, and the Agency agrees to compensate Attorney, for all time Attorney works associated with the Representation at a reduced hourly rate of \$550 per hour billed in .1 hour minimum increments. Attorney will not bill for travel time.

Termination of Agreement: At any time either party may terminate this Agreement, with email notification being deemed sufficient notice. Termination will not void or excuse any payment obligations under this Agreement.

Full Cooperation: In order to facilitate Attorney’s efforts on the Agency behalf, the Agency agrees to fully cooperate with Attorney’s efforts on The Agency’s behalf, including but not limited to providing documents and information in the form and organization Attorney specifies.

Only Agreement Between Us: The Parties further agree this Agreement is the only agreement between the Parties pertaining to the general and specific work described herein and that this Agreement supersedes all prior agreements between the Parties, written or oral. The Parties further agree that this Agreement cannot be changed or modified except through a writing signed and dated by both Parties.

Dispute Resolution: The Agency warrants and agrees that Attorney cannot guaranty any result(s). If any conflict arises between the parties pertaining to the performance or interpretation of this Agreement, the Parties mutually agree that any conflict between the parties will be resolved via binding arbitration conducted per the rules of the American Arbitration Association, that any arbitration will be venued in Los Angeles, California, and that California law will apply. The Parties warrant that, although they are aware that there

may be arguments and legal authority supporting a right to a different forum and controlling law, the parties hereby waive any right or argument supporting any other forum or controlling law. The parties further agree that if a dispute arises between them, both parties shall bear their own attorney's fees and costs, and that the parties will equally split all administrative costs associated with any arbitration, including but not limited to the arbitrator's fees.

Exclusions: Agency are aware that I am not Certified Public Accountant. All tax related questions should be referred to a CPA. I do not file S-Corp elections unless otherwise agreed to in writing. I do not prepare tax returns for legal entities, estates, or individuals. Should Agency be purchasing property, we do not accept responsibility, nor do we make any representations regarding zoning.

Errors and Omissions Insurance Coverage: Attorney warrants that Attorney maintains errors and omissions coverage applicable to the services to be rendered and in excess of the amounts set forth in Business and Professions Code section 6148.

Counterpart Signatures: This Agreement may be executed in several counterparts, including via facsimile, each of which shall be deemed an original for all purposes, including judicial proof of the terms hereof, and all of which together shall constitute and be deemed one and the same agreement.

Warranty of Authority: The signator on behalf of the Agency, below, warrants that they are authorized to execute this agreement on behalf of the Agency.

Dated: June 17, 2026



Paul Nicholas Boylan

Dated: June ___, 2026

Greg Holman, President, The Dobbins/
Oregon House Fire Protection District