



Renne Sloan Holtzman Sakai
Public Law Group®

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December 1, 2017

Via E-mail
famulener@gmail.com

Kathleen Famulener
President, Board of Directors
Moraga-Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

Re: Engagement of Legal Services, Labor Negotiations

Dear Ms. Famulener,

Thank you for retaining Renne Sloan Holtzman Sakai, Public Law Group (“RSHS”), to provide legal services in connection with Moraga-Orinda Fire District (“MOFD”)’s labor negotiations. We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** RSHS will provide legal services to MOFD related to the negotiations of successor Memoranda of Understanding with MOFD’s various bargaining units, including but not limited to the following services:
 - a. Acting as the Chief Negotiator during the negotiations of successor Memoranda of Understanding with MOFD’s bargaining units;
 - b. Providing or assisting in providing reports and/or presentations to the Board of Directors regarding the status of negotiations, as requested;
 - c. Assisting with necessary fact research for negotiations, guiding the District's formulation and preparation of cost analysis of management and union proposals;
 - d. Assisting in the development of overall labor relations strategy for negotiations and settlement patterns among MOFD’s various bargaining units;
 - e. Developing proposals and drafting settlement agreements; and

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f. Representing the District in any potential impasse proceedings.

2. **Fees and Personnel.** As compensation for our services, RSHS will bill MOFD at the following discounted hourly billing rates:

Jonathan Holtzman	\$350
Jeffrey Sloan	\$350
Justin Sceva	\$285

I will be in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Our standard public sector billing rates for attorneys, paralegals and legal assistants are attached as Attachment 1.

The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates. For services related to this matter, travel time billing will be capped at 45 minutes per one-way trip.

Hourly rates are subject to reasonable change, usually in January of each year.

3. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. For major disbursements to third parties, invoices may be sent directly to you for payment. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services for any reason with 60 days written notice. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

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Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.
6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
9. **Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

Sincerely,



Jonathan Holtzman

Encl(s): RSHS 2017 Public Sector Fee Schedule
RSHS Statement of Billing Information

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cc: RSHS Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: _____
Kathleen Famulener
Moraga-Orinda Fire District

ATTACHMENT 1

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2017 TO DECEMBER 31, 2017

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$345
Associates:	\$215 - \$275
Law Clerks:	\$145
Paralegals:	\$105 - \$175
Analysts:	\$95 - \$135
Consultants:	\$160 - \$275

These rates are reviewed and may be adjusted annually, generally in January of each year.

ATTACHMENT 2

RENNE SLOAN HOLTZMAN SAKAI STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements

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include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment.

The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates. For services related to this matter, travel time billing will be capped at 45 minutes per one-way trip.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.