

Law Offices of Ann R. Danforth

Representing Cities and other Public Agencies for over Thirty Years

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December 13, 2018

Ms. Rachelle Sherris-Watt
President, Board of Directors
Kensington Police Protection and Community Services District
217 Arlington Avenue,
Kensington, California 94707

Re: Amendment to Retainer Agreement for General Counsel Services

Dear Ms. Sherris-Watt,

On April 13, 2017, the District Board of Directors retained me to provide General Counsel services to the District. I have found the relationship extremely satisfying and hope that the Board feels the same. However, my twenty-month tenure with the District indicates that we should make several amendments to our existing retainer agreement.

Paragraph 3: This Section currently contains general language regarding the scope of services. In practice, I have found that the District often requires the services of a specialist in matters such as labor and personnel. In addition, the workload occasionally exceeds requires outside assistance; on one or two occasions, I have asked the Board to approve such assistance with responding to Public Records Act requests so that I may devote my time to higher-order District business.

I proposed to replace the existing Paragraph 3 with the following:

- Responsibilities of Attorney.* Attorney will endeavor to represent District competently in accordance with the highest legal and ethical standards, provide all services reasonably necessary in connection with the Services and take reasonable steps to keep District informed of progress and respond to District's inquiries. Notwithstanding the foregoing, Attorney shall have the discretion to determine that particular Services require the attention of a legal specialist or other outside counsel ("Special Services"). Prior to retaining an outside counsel on the District's behalf, Attorney

shall obtain permission from the General Manager for matters within the General Manager's contract authority and the Board for all other matters.

Paragraph 6: The current language contemplates provides a monthly retainer and base hours of fourteen advisory services and four meeting hours, with a possibility of carrying unused hours to the next month. This requires both parties to track unused hours months. This arrangement has proved unnecessarily complicated; in practice, the number of hours billed has almost never been less than the 18 hours contemplated as the baseline.

Please note that I have also raising my fees by approximately 5%, to \$200, with a similar increase for 2020. I continue the 25% discount for the first four hours of Board meetings each month. I believe that these rates are still well below market.

In sum, I propose to replace the current Paragraph 6 with the following:

6. *Legal Fees.* District shall pay Attorney's fees and costs for all Services rendered pursuant to this Agreement, including, without limitation, time spent on telephone calls with District, witnesses, consultants, opposing counsel or court personnel, waiting time in court and elsewhere and local and out of town travel time. Attorney will charge in increments of one-tenth of an hour.
 - A. Beginning on the Effective Date, through December 31, 2019, District shall compensate Attorney as set forth in this section.
 - i. For general Services, an hourly rate of \$200 (two hundred dollars) ("Base Hourly Rate"), except as otherwise provided herein.
 - ii. For a maximum of four hours per month, an hourly Meeting Rate of \$175 (one hundred seventy-five dollars) per hour, applicable to meetings of the District Board at the request of the Board President.
 - iii. In the event that the Board President requests the Attorney to attend Board meetings for a total period in excess of four hours per month, the overage at the normal hourly rate for general Services.
 - B. Beginning on January 1, 2020, Attorney's Base Hourly Rate shall increase to \$210 (two hundred ten dollars); her Meeting Rate shall increase to \$158 (one hundred fifty-eight dollars).
 - C. In the event that Attorney is unable to provide the Advisory Services in any given month, Attorney will so inform the Board President as soon as practicable provided, calculated at the Attorney's then-current Base Hourly Rate.

Paragraph 8: The current agreement provides for payment of invoices within 10 days. In practice, this has not allowed the District sufficient time to process payments. I proposed to replace the existing Paragraph 8 to allow 20 days, as follows:

8. *Billing Statements.* Attorney will send District monthly invoices for fees and costs incurred that are not covered by the monthly retainer. Each statement will be payable within 20 days of its mailing date. District may request a statement at intervals of less than 30 days. If District so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

I further propose that the above amendments take effect on January 1, 2019.

By execution hereof, the District accepts the above proposals.

DATED: _____

DISTRICT

By: _____
District Board President, as
authorized by the District Board on
December __, 2018

Approved as to Form by Acting
District Counsel

DATED: _____

ATTORNEY

By: _____
Ann R. Danforth