



Renne Sloan Holtzman Sakai

Public Law Group®

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Jonathan V. Holtzman

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January 31, 2018

Via Email & U.S. Mail

Antonio Constantouros
General Manager
Kensington Police Protection & Community Services District
217 Arlington Ave
Kensington, CA 94707

Re: Engagement of Legal Services

Dear Mr. Constantouros:

As you know, Renne Sloan Holtzman Sakai | Public Law Group®, LLP (hereinafter, "RSHS") will split into two firms effective March 1, 2018. As of that date, I will join the new law firm, Renne Public Law Group® LLP (hereinafter, "RPLG"), along with numerous other individuals from RSHS.

I am delighted that the District has decided to have RSHS continue to provide legal and consulting services to Kensington Police Protection & Community Services District ("District") through February 28, 2018, and RPLG to provide those legal and consulting services beginning on March 1, 2018.

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

1. **Scope of Engagement.** The District hereby confirms, retains and authorizes RSHS until February 28, 2018 and then RPLG beginning March 1, 2018 to provide as-needed legal and consulting services to the District as may be requested orally or in writing, by authorized representatives of District. Such services are limited to the services described in ATTACHMENT A.

We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at:



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the time such services are rendered. Our current Public Sector and Non-Profit Fee Schedule is included as **ATTACHMENT B**.

I will be the attorney in charge of your matter[s] with both RSHS and RPLG. However, this agreement retains the legal services of the two law firms 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.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar's Mandatory Fee Arbitration Program.

- 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.

RSHS and RPLG charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls, computer assisted research, and clerical services. The Firms also charge 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 include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services, outside copying, process servers and outside consultants. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firms also bill for time spent traveling on a client's behalf. A description of our fee and billing policies is included as **ATTACHMENT C.s**.

- 4. Termination of Services.** You may terminate the services of RSHS and/or RPLG 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.

RSHS and/or RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If either firm terminates its services, you agree to execute the appropriate substitution of attorneys form promptly and otherwise cooperate in effecting that termination.

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

- 5. 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.



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6. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. **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.
8. **Joint Representation.** RSHS and RPLG 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 firms 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.

Very truly yours,

Jonathan V. Holtzman

- cc: RSHS Billing Department
Tim Yeung, RSHS Managing Partner
Teresa Stricker, RPLG Managing Partner
- encl: Attachment A – Scope of Services
Attachment B – Public Sector and Non-Profit Fee Schedule
Attachment C – Statement Of Fee And Billing Information

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

By:

Print Name: ANTHONY CONSTANTOPOULOS

Title: General Manager



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ATTACHMENT A SCOPE OF SERVICES

- I. **Employment & Personnel:** RSHS and RPLG agree to provide legal services pertaining to the District's employment and personnel issues, including, but not limited to:
- (A) the preparation of employment and settlement documents;
 - (B) advisory services related to general employment matters;
 - (C) advisory services or representation related to employment litigation; and
 - (D) advisory services or representation during personnel investigations, disciplinary matters, administrative hearings, and arbitrations.
- II. **Labor Relations & Negotiations:** RSHS and RPLG will provide legal and consulting services to the District related to the negotiations of successor Memoranda of Understanding with the Kensington Police Officers Association (hereinafter, "KPOA"), including but not limited to:
- (A) providing reports and/or presentations to the Board of Directors regarding the status of negotiations; and
 - (B) assisting with necessary fact research for negotiations, guiding the District's formulation and preparation of cost analysis of management and union proposals.

RSHS and RPLG will also provide legal and consulting advice related to labor law and the enforcement of any Memoranda of Understanding with the KPOA.

- III. **General Counsel:** RSHS/RPLG will provide back-up general counsel services upon request by the District or by the District's designated General Counsel.

Such services may include attendance at meetings of the Board of Directors; providing legal advice on District matters to District staff; preparation of ordinances, resolutions, contracts, and other legal documents pertaining to District affairs; preparation of opinions regarding District matters; and general municipal legal advice.



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ATTACHMENT B

RSHS AND RPLG PUBLIC SECTOR FEE SCHEDULE EFFECTIVE THROUGH DECEMBER 31, 2018

Partners:	\$325 - \$450
Of Counsel:	\$295 - \$395
Associates:	\$220 - \$345
Law Clerks:	\$145
Paralegals:	\$105 - \$175
Analysts:	\$95 - \$160
Consultants:	\$160 - \$350

RPLG rates will adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.



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ATTACHMENT C

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of fee and billing policies for both RSHS and RPLG. 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.

RSHS and RPLG charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls, computer assisted research, and clerical services. The Firms also charge 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 include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services, outside copying, process servers and outside consultants. For major disbursements to third parties, invoices may be sent



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directly to you for payment. The Firms also bill for time spent traveling on a client's behalf.

If you have any questions regarding an invoice, each firm's 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.