

April 7, 2020

Via E-mail & U.S. Mail

Christopher Deppe
Board President
Kensington Police Protection & Community Services District
217 Arlington Ave
Berkeley, CA 94707

Re: Legal Services Agreement

Dear Mr. Deppe:

Thank you for continuing to retain Renne Public Law Group (“RPLG”), LLP, to provide legal and consulting services to Kensington Police Protection & Community Services District (hereinafter, “District”).

This letter sets forth our proposed agreement beginning April ____, 2020 (“Effective Date”) concerning the legal and consulting services we will provide and our fee and expense reimbursement arrangements for those services.

1. **Assumption of Services.** As you know, Ann Danforth, who has served as the District’s General Counsel since April 2017, recently became affiliated with RPLG as Of Counsel. The General Counsel services Ms. Danforth previously provided to the District through the Law Offices of Ann Danforth will be provided instead through RPLG as of the Effective Date.
2. **Scope of Engagement.** The District hereby retains and authorizes RPLG to represent the District and provide the following legal and consulting services as may be requested orally or in writing, by authorized representatives of the District:

(A) General Counsel Services:

Ann Danforth shall continue to serve as General Counsel to the District. She will continue to perform any and all basic General Counsel duties and functions entrusted to her by the District including, without limitation, attendance at Board Meetings and other District meetings as requested; regular office hours; provision of legal advice on District matters, including without limitation by email or phone; preparation of ordinances, resolutions, contracts, and other legal documents pertaining to District affairs; preparation

of opinions regarding District matters as requested by appropriate District officials, and management of other law firms retained to provide legal services to the District.

As she has previously, Ms. Danforth shall continue to personally perform most of the required General Counsel services for the District. Other RPLG attorneys may continue to be assigned by Ms. Danforth to provide back-up and additional general counsel services, as required. Ms. Danforth will continue to have the discretion to determine whether particular services require the attention of a legal specialist or other outside counsel. Prior to retaining outside counsel on the District's behalf, General Counsel will continue to obtain permission from the General Manager for matters within the General Manager's contract authority and the Board for all other matters. Ms. Danforth will be the coordinator of all services provided to the District with other RPLG attorneys or other outside counsel, as appropriate.

(B) Employment & Personnel Related Services: RPLG will continue to provide legal services pertaining to the District's employment and personnel issues on an as needed basis, including, but not limited to:

1. the preparation of employment and settlement documents;
2. advisory services related to general employment matters;
3. advisory services or representation during personnel investigations, disciplinary matters, administrative hearings, and arbitrations.

(C) Labor Relations & Negotiations: 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") on an as needed basis, including but not limited to:

1. providing reports and/or presentations to the Board of Directors regarding the status of negotiations; and
2. assisting with necessary fact research for negotiations, guiding the District's formulation and preparation of cost analyses of management and union proposals.

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

(D) Litigation and Other Services

RPLG may, under the terms of this agreement, provide additional legal or consulting counsel services, including representation of the District in litigation involving the District; provided, however, that such additional services shall be provided only upon the request of the District Board or General Manager, without involvement by the designated General Counsel in determining whether to make such a request.

RPLG's legal services will not include matters in which RPLG has a conflict of interest that precludes RPLG from representing District, members of the District Board, officers or employees of District. If RPLG has a conflict of interest or lacks expertise to handle a particular assignment, RPLG shall, following consultation with the General Manager, provide the District with a recommendation to hire outside counsel.

3. **Fees and Personnel.** The District shall compensate RPLG for our services as set forth in this section:

(A) **Services Provided by Ann Danforth:** Any General Counsel Services performed individually by Ms. Danforth shall be provided at the same rates the District paid for her services immediately prior to the Effective Date. Those rates are as follows:

1. For General Counsel Services provided individually by Ms. Danforth, the District shall pay \$210 (two hundred ten dollars) per hour ("Base Hourly Rate"), except that the District shall pay \$158 (one hundred fifty-eight dollars) per hour for the first four hours Ms. Danforth individually spends per month attending meetings of the District Board ("Discounted Meeting Rate"). Any time Ms. Danforth individually spends attending meetings of the District Board in excess of four hours per month shall be compensated at the Base Hourly Rate.
2. Beginning on January 1, 2021, the Base Hourly Rate shall increase to \$225 (two hundred twenty-five dollars) and the Discounted Meeting Rate shall be discontinued.

(B) **Services Provided by Other Individuals:** For services performed by individuals at RPLG other than Ms. Danforth, District shall pay RPLG based on the firm's 2019 hourly rate schedule through the end of 2020:

STAFFING	HOURLY RATE
Jonathan V. Holtzman, Partner	\$385
Teresa L. Stricker, Partner	\$350
Randy Riddle, Of Counsel	\$350
Vicki Clayton, Of Counsel	\$350

If other attorneys, consultants, paralegals or legal assistants are assigned to work on your matter, then the 2019 hourly rates of those individuals will be utilized, which are attached as **ATTACHMENT A**, through the end of 2020. Our rates may be increased annually on or about January 1, 2021, and each January 1 thereafter, by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.

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.

- 4. 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 1/10 of an hour increments.

We charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls or computer-assisted research. The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, and messenger services.

Our Statement of Fee and Billing information, which sets forth the details of our disbursement and expense policy, is attached on **ATTACHMENT B**.

- 5. Termination of Services.** You may terminate RPLG's 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.

RPLG may terminate its services for any reason upon 30 days' written notice (or sooner with the District's consent) or for good cause immediately upon written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

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.

- 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.** 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.

Very truly yours,



Jonathan V. Holtzman

cc: Ann Danforth
Angie Perez, RPLG Billing Department

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

By: _____
Print Name: _____
Title: _____

ATTACHMENT A

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2019

Partners: \$325 - \$450

Of Counsel: \$295 - \$395

Associates: \$220 - \$345

Law Clerks: \$145

Paralegals: \$105 - \$175

Analysts: \$95 - \$160

Consultants: \$160 - \$350

Our rates 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.

ATTACHMENT B

RENNE PUBLIC LAW GROUP 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.

We normally charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls or computer-assisted research. The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, and messenger services.

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.