

# AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES

**THIS AGREEMENT** is entered into, as of May 8, 2024, between the Ross Valley Fire Department, a joint powers authority, ("Ross Valley") and Richards, Watson, and Gershon, a Professional Corporation ("RWG"). For ease of reference, Ross Valley and RWG may be referred to collectively as "the Parties" throughout this agreement.

This agreement supercedes all previous agreements entered into between the parties and is effective on the date it is executed by both parties.

**Section 1. Scope of Services.** Legal services shall include the following:

- a. Attendance at board meetings and other meetings upon request;
- b. Legal research and provision of legal advice to the Board of Directors, Executive Officer, Fire Chief and designated Staff;
- c. Preparation and review of resolutions and agreements, as requested; and
- d. Such other legal services as may be directed by the Board of Directors, Executive Officer or Fire Chief from time to time.

Legal services will not include matters in which RWG has a conflict of interest that precludes RWG from representing Ross Valley. If RWG has a conflict of interest or lacks specialized expertise necessary to handle a particular assignment, RWG shall, following consultation with the Executive Officer, provide Ross Valley with a recommendation to hire outside counsel.

**Section 2. Term of Agreement.** This Agreement shall commence on May 8, 2024 or upon execution by both parties, whichever is later, and continue thereafter until terminated in accordance with Section 6 below.

**Section 3. Staffing Assignments.** David G. Lim, shareholder of RWG, shall be appointed as General Counsel and shall be primarily responsible for the provision of legal services to Ross Valley, including attendance at meetings. Other RWG attorneys and legal assistants shall be utilized where appropriate to assist in conducting legal research; preparing ordinances, resolutions and agreements; provision of legal advice; and other assignments appropriate for their level of experience.

RWG and Ross Valley may appoint a different RWG attorney as General Counsel at any time upon execution of a signed agreement in writing. Such agreement shall be deemed an amendment to this Agreement, but all other terms of the Agreement shall remain the same.

**Section 4. Compensation for Legal Services.**

- a. **General Attorney Services.** For Attorney services, other than litigation and employment and labor matters, RWG will bill Ross Valley on an hourly basis at the rate of \$295 per hour for work performed by any attorney in the firm.

- b. **Additional Legal Services.** Services rendered on litigation and employment and labor matters will be billed at the rates of \$230-475 per hour, depending on the experience of the attorney or legal staff as noted on the “2024 Standard Billing Rate” attached as *Exhibit A*. These rates may be updated whenever RWG adjusts its standard hourly rates by written notification to the Executive Director and Fire Chief.
- c. **Cost-of-Living Adjustment.** Commencing July 1, 2025 and on each July 1 thereafter during the term of this Agreement, the rate for General Attorney Services provided in Section 4(a) shall be subject to a Cost-of-Living Adjustment as defined by this Subsection (c). The Cost-of-Living Adjustment shall be the changed in the cost of living for the twelve (12) month period published for the most recent calendar year as shown by the U.S. Department of Labor in its All Urban Consumers Index for the San Francisco-Oakland-San Jose Area. Such adjustment shall never be lower than zero percent (0%) nor more than five percent (5%). The Executive Director or Fire Chief shall retain the right to request a meet and confer with RWG prior to July 1 of each year to discuss the Cost-of-Living Adjustment.
- d. **Miscellaneous.** RWG recognizes that Ross Valley is operating under budgetary constraints and agrees to make reasonable efforts to contain legal costs, including practicing preventative law to avoid unnecessary litigation.

**Section 5. Monthly Billings; Expense Reimbursements.** RWG shall bill Ross Valley on a monthly basis. Each bill shall indicate the date of the work done, the work that was accomplished, the attorney or paralegal who performed the work, and the fee for the work. Reimbursable expenses which are generally chargeable to a client shall be separately itemized including: 1) a long distance telephone service, 2) outgoing facsimile charges, 3) extraordinary operating expenses such as messenger services, overnight mail charges, copying costs and cost recovery matters and computer-assisted research, 4) necessary travel and subsistence expenses, 5) court costs, including filing fees, witness fees, and deposition and discovery costs not paid directly by Ross Valley. In addition, RWG will waive its normal mileage expense, except for travel to court appearances or destinations other than Ross Valley offices. RWG will charge for attorney travel time to or from Ross Valley office only (i) one way and (ii) when, due to the scheduling of the meeting at Ross Valley, the attorney must come from or return to the San Francisco office before or after the meeting as, the case may be.

Ross Valley shall promptly review RWG's monthly statements. Following approval of monthly statements, Ross Valley shall compensate RWG for services rendered and expenses incurred at the rates and in the amounts provided in this Agreement on a monthly basis.

**Section 6. Amendment; Termination.** This Agreement may be amended from time to time by written agreement of Ross Valley and RWG. This Agreement may be terminated by Ross Valley at any time upon written notice to RWG and by RWG upon thirty (30) days' written notice to Ross Valley. In the event of termination, Ross Valley shall be responsible only for fees and costs incurred through the effective date of the termination.

**Section 7. Retention of Other Counsel, Specialists or Experts.** RWG will not retain or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without prior approval of the Executive Officer or Fire Chief.

**Section 8. Professional Liability Coverage.** During the term of this Agreement, RWG shall at all times maintain insurance coverage for professional liability. A copy of proof of coverage shall be provided to Ross Valley upon request.

**Section 9. Execution of Agreement.** Upon approval of this Agreement by the Ross Valley Board of Directors, the Executive Director or Fire Chief shall have authority to execute all requirements of this Agreement including amendments to this Agreement.

ROSS VALLEY FIRE SERVICE

RICHARDS, WATSON, AND GERSHON.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_