



Email: [pgant@kblegal.us](mailto:pgant@kblegal.us)

November 5, 2019

***Via Email***

Board of Directors  
Newcastle Fire Protection District  
c/o Gillian Lofrano, District Manager  
Placer Hills Fire Protection District  
Email: [glofrano@placerhillsfire.org](mailto:glofrano@placerhillsfire.org)

**Re: Agreement for Legal Services**

Dear Board of Directors:

Enclosed please find our proposed Agreement for Legal Services. I look forward to the potential of representing the Newcastle Fire Protection District with regard to labor negotiations and other areas in which you may be in need of our support.

Please contact me directly with questions, or to schedule a meeting. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Paul R. Gant', is written over the typed name and firm name.

KINGSLEY BOGARD LLP

PAUL R. GANT

PRG:sd

Enclosure: Agreement for Legal Services

**AGREEMENT FOR LEGAL SERVICES**  
**between the**  
**NEWCASTLE FIRE PROTECTION DISTRICT**  
**and**  
**KINGSLEY BOGARD LLP**

This Agreement is by and between the NEWCASTLE FIRE PROTECTION DISTRICT (hereinafter referred to as "Client") and KINGSLEY BOGARD LLP (hereinafter referred to as "Firm"). This Agreement shall commence on November 5, 2019.

1. TERM

1.1 The term of this Agreement shall commence on the date first written above.

1.1.1 Subject to 1.1.2 below, it shall continue thereafter from month-to-month.

1.1.2 This Agreement may be terminated, at the will of either party, upon written notice to the other.

2. COMPENSATION AND BILLING

2.1 The Firm agrees to provide services to Client, upon request of Client's designated representative(s), at the rates set forth in Exhibit 1.

2.2 Client will be billed on a monthly basis for services rendered and for Firm expenses which are reasonably incurred to provide such services.

2.2.1 Fees are calculated upon the number of attorney hours and paralegal hours, including travel time, devoted to Client's representation.

2.2.2 Each bill will set forth the Firm's fees, specific costs/disbursements (e.g. transcripts, online legal research, and filing fees), and miscellaneous expenses incurred on Client's behalf during the period.

2.3 Effective each subsequent July 1 that this Agreement is in effect, the rates set forth in Exhibit 1 are subject to a reasonable increase.

3. SERVICES

3.1 At Client's request, the Firm shall provide consultation, representation, and legal advice to Client in those areas set forth in Exhibit 2.

- 3.2 The Firm may use the services of any attorneys in the Firm previously made known to Client or subsequently approved by Client and, subject to prior approval of Client, may consult with experts in the performance of the services provided herein as the Firm deems appropriate. Consultation fees shall be paid by Client.

4. MISCELLANEOUS

4.1 Representation

The Firm must represent clients within the confines of the law and ethical restrictions placed upon all attorneys. The Firm cannot guarantee the successful conclusion of any legal matter or favorable outcome of any legal action. However, the Firm can, and will, within the bounds of ethics and the law do everything necessary and appropriate to obtain favorable results or otherwise further the legal interest of Client.

4.2 Power of Attorney

Client hereby provides the Firm with its power of attorney to execute on its behalf all documents relating to the matters for which the Firm has been retained, including pleadings, letters, contracts, settlement agreements, verifications, dismissals, and orders. Notwithstanding this power, no disputed matter will be settled without Client's prior consent.

4.3 Conflicts of Interest

It is understood and agreed that occasionally, because of ethical considerations, attorneys are required to withdraw from the representation of clients. While the Firm does not anticipate having to withdraw from Client's representation, Client is aware that because the Firm represents other clients, there is always a possibility that a conflict of interest might develop which would force the Firm to cease representing Client. The Firm would only cease to represent Client in the specific areas of conflict and only upon reasonable notice.

4.4 File Retention

Once services rendered under this Agreement have concluded, the Firm may close its files and archive the files electronically. The Firm shall give Client notice, and if Client does not request Client's paper files within thirty (30) days, the Firm shall shred the paper files. The electronic file will be preserved indefinitely and will be available to Client upon request.

4.5 Resolution of Disputes

If any dispute arises in connection with this Agreement, or the services rendered hereunder, the parties agree to first attempt resolution through negotiation. If

negotiations are unsuccessful, the parties agree that they will then attempt in good faith to settle the dispute by engaging in mediation before filing a lawsuit or making any other type of claim. Any complaint filed in municipal or superior court by a party, before the parties have attempted in good faith to conduct a mediation aimed at settling any such disputes, shall be subject to a motion to strike. All parties agree to cooperate in good faith in the prompt selection of a mediator or mediators and in the scheduling of a mediation session. Any fees of the mediator(s) or costs associated with the mediation proceedings conducted pursuant to this clause, unless the parties agree in writing otherwise, shall be divided equally among the parties.

4.6 Complete Agreement

The conditions set forth in this Agreement, including the Exhibits which are incorporated by reference, constitute the entire agreement by the parties for legal services, consultation, and representation. No other promises, conditions, or warranties have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date written above.

KINGSLEY BOGARD LLP

NEWCASTLE FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_  
Paul R. Gant, Partner

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

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

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

**Exhibit 1 to Agreement for Legal Services  
COMPENSATION**

**A. Hourly Rates**

The Firm bills in 1/10-hour increments and details the services provided on a monthly basis.

1. Services will be provided to Client, upon request, at the preferred public sector rate of:

Partner	\$295 - \$315
Senior Associate	\$280
Associate	\$200 - \$260
Paralegal	\$140 - \$165
Of Counsel	\$295

2. In addition, the Firm will provide the following services if specifically requested by Client:

extensive word processing services at a charge not to exceed \$40.00 per hour in the performance of services pursuant to this Agreement.

**B. Administrative Charges**

Except as noted below, the Firm does not have additional administrative charges:

1. Client is charged back for costs incurred on the Client's behalf such as Federal Express, filing fees, court reporters, et cetera.
2. Actual expenses for travel (e.g. lodging and meals), if required, will be charged back to Client. The Firm does not, however, charge for mileage.
3. There is typically no charge for photocopying. An exception occurs if the Firm is required to make, for Client's benefit, an extraordinary number of copies. In such case, either the Client will make the copies or the Firm will make the copies at 25¢ per page.
4. Should Client request transfer of one or more files to another law firm, Client will be charged for copying the files at a rate of 25¢ per page.

**C. Conflict of Interest**

The Firm agrees to be subject to Client's Conflict of Interest Code.

**Exhibit 2 to Agreement for Legal Services**  
**SCOPE OF SERVICES**

While not an exhaustive list, services which may be provided, upon request by Client, include:

- A. Employee Relations/Negotiations
- B. Human Resources
- C. PERS/STRS Matters
- D. Ballot Measures
- E. Business Services, including:
  - General Contracts
  - Facilities
  - Construction
  - Developer Fees
  - Property Law
- F. Client Policies and Procedures
- G. Training and Workshops
- H. Other Matters Upon Request
- I. Inter-Agency Agreements