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Robert R. Phipps
Executive Director
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, California 93721

Re: Engagement Agreement: Legal Services Related to the Measure C Sales Tax

Dear Mr. Phipps:

It was a pleasure speaking to you about the Fresno Council of Governments (COG) and its County-wide transportation infrastructure tax, Measure C. Richards, Watson & Gershon (Firm) is pleased to have the opportunity to provide legal services to the COG. Our work under this legal services agreement addresses election, tax, and other public agency law relating to Measure C. The scope of our work under this agreement does not include any litigation and is expected to be performed remotely.

This letter sets forth the terms upon which the Firm will provide legal services and the basis upon which we will bill for our services and expenses in connection with this matter.

The Firm maintains a conflict of interest database. Based on the information about the COG on its website, we have examined this database to determine whether we might have a professional conflict of interest with respect to the parties listed below. We find no previous or current relationships that would interfere with our ability to represent the COG in this matter. For your information, we have historically represented some of the COG's member cities, including the City of Fresno, in special counsel matters. However, those matters appear to be closed. If there are other parties who would be affected by this matter or who you otherwise feel we should consider, please provide those names to us so we can determine whether there are conflicts as to those parties.

The names we have used in determining whether any potential or actual conflicts of interest exist are the following:

Fresno Council of Governments
Robert Phipps
County of Fresno

City of Fresno
City of Clovis
City of Mendota

City of Coalinga
City of Orange Grove
City of Firebaugh
City of Parlier
City of Fowler
City of Reedley

City of San Joaquin
City of Huron
City of Sanger
City of Kerman
City of Selma
City of Kingsburg

We will maintain or add these names, as necessary, to our database for consultation in regard to future matters.

Inder Khalsa of the Firm's Sacramento Office and I will have primary responsibility for the services. Inder and I may use other attorneys, legal assistants, and other Firm personnel as may be helpful in representing the COG's interests. I will coordinate the various assignments we are working on for the COG, and keep you and the Board informed of all significant developments.

We will bill the COG for fees and costs incurred on a monthly basis. When a bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered. We agree that the COG will pay our bills within 30 days of receipt of our billing statement. As a courtesy to the COG, our work on this matter will be billed at a blended hourly rate of \$350 for all attorneys and \$195 for paralegals, as we previously quoted as a typical rate for a larger joint powers authority. We bill in 1/10 hour increments. The total not to exceed amount of this engagement will not exceed \$10,000 without further authorization from the COG as discussed below. As of January 1, 2027 and each calendar year thereafter, our billing rates for the matters covered by this letter will increase by **the lesser of** the percentage increase in the Consumer Price Index (CPI-U) for the West Urban Area for the twelve-month period ending on the immediately prior April 30 or five percent (5%). Adjusted rates shall be rounded up to the nearest whole dollar.

In addition to legal fees, we will bill the COG for costs in connection with our representation. Such costs include copying documents (\$.10/page), mileage (based on the federal government's standard mileage rate) if an in-person appearance is requested, court fees, litigation costs, travel costs, messenger and delivery services, and other similar costs. Such costs frequently are billed to the Firm from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill. Please note that we make every effort to be as efficient and cost-effective as possible. For example, we transmit documents by email whenever possible to avoid postage charges.

The nature of legal representation makes it impossible for us to accurately estimate the total amount of fees and costs that may be incurred over time, although we agree to not exceed \$10,000 without further authorization from the COG. Depending on the complexity of the services, we may not fully complete any particular assignment prior to reaching the not to exceed amount. The inclusion of a "not to exceed" limit is not intended to create a flat fee engagement. The Firm shall have no obligation to continue providing services after the limit is reached unless the limit is otherwise increased by the COG. We will keep you informed of significant

developments in these matters, including those that might have a substantial effect on the cost of this representation. Please feel free to inquire at any time about expected future costs.

Naturally, we expect you to ask us about the likely results of our work. We will respond as best we can, but cannot and do not guarantee any particular result. We can make no promises about the outcome of advocacy in administrative proceedings, negotiations, or litigation and any opinions about likely outcomes are not intended to constitute a guarantee.

We rarely have fee disputes with clients. Nevertheless, the COG should be aware that it is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business & Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

In the event that you choose not to use such mandatory fee arbitration procedures, or that such proceedings fail to resolve all fee disputes, the COG agrees that, to the extent permitted by law, all fee disputes between us shall be submitted to binding arbitration in Sacramento to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

The COG has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide the COG with reasonable notice to arrange alternative representation. In either circumstance, the COG agrees to secure new counsel as quickly as possible, if necessary. Upon termination of our representation, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

We are also required to inform you that we currently maintain professional liability insurance.

Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California, without regard to conflicts of law authority or principles.

In order for the Firm to move forward with this engagement, please sign and return (by email) a copy of this engagement letter to me.

We are grateful for the opportunity to work with the COG, and we look forward to assisting with this matter.

Very truly yours,



Nicholas R. Ghirelli

All of the foregoing terms and provisions are hereby agreed to by:

Dated: _____

By: _____
Robert Phipps
Executive Director
Fresno COG