

**COLANTUONO
HIGHSMITH
WHATLEY, PC**

MICHAEL G. COLANTUONO | (530) 432-7359 | MCOLANTUONO@CHWLAW.US

Our File No. 10000.0191

January 27, 2023

VIA ELECTRONIC MAIL

Reid Bogert, Senior Program Specialist
San Mateo Countywide Water
Pollution Prevention Program
555 County Center
Redwood City, CA 94063

**Re: Representation of City / County Association of Governments of San
Mateo County re Means to Fund Flood Control and Water Quality
Programs**

Dear Mr. Bogert:

As you asked, I write to propose the terms under which we agree to represent City / County Association of Governments of San Mateo County ("C"/CAG" or "you") regarding funding options available to C/CAG, San Mateo County, and the cities within it to fund flood control and other efforts to mitigate the consequences of climate change. This will be our sole project for you; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all its professionals are very pleased to have the opportunity to represent C/CAG in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict-of-interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

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Client-Affiliated Parties:

City / County Association of Governments of San Mateo
County

Adverse Parties:

None

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any expected sponsoring agencies for a revenue measure and any known opponent to such a measure. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter. As we have discussed, we represented cities in the County in the past and presently represent Daly City on similar issues. But, as C/CAG and the cities in San Mateo County and the County have aligned interests in this matter, we see no need for our clients to consent to our simultaneous representation of C/CAG, Daly City and other local governments in the County. If you are aware of any adversity among these governments, please let me know so we can consider the matter further.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense. About 20 hours of work should be sufficient to consult with you in the current fiscal year, concluding on June 30, 2023. If a ratemaking is undertaken, more time will be needed, perhaps 50 hours to review on a ratemaking report and to assist with the process by which rates may be imposed. The total amount to be paid by C/CAG pursuant to this agreement shall not exceed \$18,000 without further approval, in writing, by C/CAG.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140

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Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2023 range between \$255 and \$575 per hour for attorneys' time, and between \$145 and \$190 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our attorney rates for advisory services at \$335 per hour and litigation services, should they be required, at \$385 per hour. Our rate structure and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year. However, we will not lift the hourly caps noted here without discussing with you our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 30 days of the billing date. If payment is not received within 60 days of the billing date, we reserve the right to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar

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Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in San Jose to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may subsequently agree to represent you. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

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I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

3/17/2023

MGC:mgc

On behalf of City / County Association of Governments of San Mateo County, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

DocuSigned by:

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Signature

3/16/2023

Date: _____

By: Sean Charpentier

Title: Executive Director