



1/4/2022  
City Council Meeting

Handouts received after  
agenda posted

MOTSCHIEDLER, MICHAELIDES, WISHON.  
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†A PROFESSIONAL CORPORATION  
‡ALSO ADMITTED IN UTAH

January 3, 2022

CITY OF LEMOORE  
711 West Cinnamon Drive  
Lemoore, California 93245

Re: **Engagement Agreement Regarding Legal Services**

Dear Sir or Madam:

The State Bar of California requires that every attorney have a written retainer agreement with his clients to govern the work that is done. This somewhat formal letter is intended to meet this requirement. This fee agreement sets forth the terms of the legal services Motschiedler, Michaelides, Wishon, Brewer & Ryan, LLP (“**Attorney**”) will provide to the City of Lemoore (“**Client**”).

1. **Scope of Engagement.** You are hiring us as your attorneys, to provide legal services in connection with the appeal and potential resolution of citations issued by OSHA related to an incident that occurred in June 2021 at 2650 West Bush Avenue, Lemoore, California. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. This will be the only assignment unless otherwise agreed-upon in writing in a separate engagement agreement.

2. **Conditions.** This agreement will not take effect, and we will have no obligation to provide legal services, represent you or advise you, until the City Council approves of this engagement and a signed copy of this agreement is returned.

3. **Client’s Duties.** You agree to be truthful with us, to cooperate with and be responsive to us, to keep us informed of all material changes in facts affecting the above matter, to abide by this agreement, to pay our bills on time, and to keep us advised of your address, telephone number, and whereabouts. You agree that if you violate any of your duties, we may withdraw from the representation.

4. **Legal Fees.** You agree to pay Attorney by the hour at our prevailing rates for time spent on your matter by our legal personnel. Our current hourly rates for attorney personnel range from \$225.00 to \$500.00 per hour. Paralegal and law clerk time are billed at \$60 and \$125 per hour, respectively, and word processing time is billed at \$25 per hour. My hourly rate is \$475.00; however, in recognition of the City's status as a public entity, I am willing to provide my services at a reduced hourly rate of \$400.00 which is a rate that has been charged and agreed-upon by other public and non-profit entities in the San Joaquin Valley. These rates are subject to periodic increases. Legal personnel charge in minimum units of quarter (.25) hours.

We will charge you for all the time we spend relating to your matter, including telephone calls with you, opposing counsel, or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Having said that, we do our absolute best to efficient and economic while providing the best possible representation.

5. **Costs and Other Charges.** We will incur various costs and expenses in performing legal services under this agreement. You agree to pay for these costs and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by courts and other agencies, court reporters' fees, process servers' fees, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, word processing charges, charges for computer time, and other similar items. Photocopying charges are \$.20 per page.

You agree to advance and pay directly the costs in excess of \$200.00. We reserve the right to assess reasonable charges for telephone calls, postage, and similar matters.

6. **Billing Statements.** We will send you periodic statements for fees and costs incurred. Payment of each statement will be due when billed. A finance charge of 1.5 percent per month is assessed on all amounts due over 30 days.



7. **Discharge and Withdrawal.** You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

8. **Disclaimer of Guarantee.** Nothing in this agreement and nothing in our statements to you will or should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

9. **Effective Date.** This agreement will take effect when you have performed the conditions stated in Paragraph **Error! Reference source not found.**, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

10. **Independent Counsel.** Since this agreement will be legally binding and involves important rights, you should have it reviewed by independent counsel. This agreement was drafted for our firm's benefit, and we are not representing your interests in connection herewith.

11. **Insurance Disclosure.** We maintain errors and omissions coverage set forth in Business and Professions Code Section 6148.

12. **Firm Hours and Contact Persons.** This law firm maintains office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. The office is closed on major holidays.

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MOTSCHIEDLER, MICHAELIDES, WISHON,  
BREWER & RYAN, LLP  
ATTORNEYS AT LAW

Thank you for allowing us to provide legal services for you. If you have any questions, please call me.

Dated: January 3, 2022

MOTSCHIEDLER, MICHAELIDES,  
WISHON, BREWER & RYAN, LLP

By:   
\_\_\_\_\_  
Russell K. Ryan

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MOTSCHIEDLER, MICHAELIDES, WISHON,  
BREWER & RYAN, LLP  
ATTORNEYS AT LAW

I have read and understood the foregoing terms and agree to them, as of the date Motschiedler, Michaelides, Wishon, Brewer & Ryan, LLP first provided services. I agree, on behalf of the City of Lemoore, to be liable for all obligations under this agreement.

Dated: \_\_\_\_\_, 2022

CITY OF LEMOORE

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

Name: \_\_\_\_\_