



R E M Y | M O O S E | M A N L E Y
LLP

FEE/RETAINER AGREEMENT

CLIENT: Town of Loomis

CASE NO.:

CASE NAME: Loomis Costco

COUNTY: Placer

THIS FEE/RETAINER AGREEMENT IS MADE THIS ____ DAY OF October 2019, by and between the undersigned Client and REMY MOOSE MANLEY, LLP (Attorneys), Attorneys at Law.

1. THE CLIENT HEREBY RETAINS THE ATTORNEYS to advise Client regarding compliance with the California Environmental Quality Act and other applicable environmental and land use laws in connection with a proposed Costco retail store located in the Town of Loomis.

2. THE CLIENT HEREBY EMPOWERS THE ATTORNEYS to perform the said services for and on behalf of the Client, and in Client's name and do all things that the Attorneys may deem necessary, appropriate or advisable.

3. THE CLIENT HEREBY AUTHORIZES THE ATTORNEYS to have another attorney, either associated with Client, or otherwise appear on behalf of the Client with the consent of the Client.

4. THE CLIENT HEREBY AGREES to pay a fee of \$475.00 per hour for senior partner James G. Moose; \$450.00 per hour for partners Andrea K. Leisy, Tiffany K. Wright,

Sabrina V. Teller, Howard F. Wilkins, III and Christopher L. Stiles; \$475.00 per hour for Whitman F. Manley and Brian J. Plant, Of Counsel; \$375.00 per hour for senior associates Laura M. Harris and Elizabeth R. Pollock; \$350.00 per hour for associates Nathan O. George, Christina L. Berglund, Collin S. McCarthy, and any other associates of comparable experience who join Attorneys' firm during the term of this representation; and \$250.00 per hour for graduate law students (to be increased to \$325.00 per hour upon passage of the Bar examination); and \$175.00 per hour for paralegal time. Time for research done by a law clerk will be billed at the rate of \$175.00 per hour.

The Client will receive a monthly billing statement that sets forth work done and expenses incurred and amount due and payable at that time. The hourly rates set forth in this section may change from time to time to reflect increases in the cost of doing business. Such changes will be noticed to the Client not less than 30 days before they take effect. The Attorneys do not bill for secretarial or word processor time. The Attorneys bill for travel time. All time is billed in one-tenth hour intervals (6 minutes).

5. IN ADDITION TO THE ATTORNEYS FEES SET FORTH ABOVE, THE CLIENT HEREBY AGREES to pay to the Attorneys all applicable COSTS, such as: filing fees; mileage costs (outside of Sacramento); document retrieval from storage, as charged; printing costs by a professional printer, as charged; postage charges, as charged; reimbursement for travel and lodging in instances requiring out of county travel, including but not limited to any costs involving common carriers (i.e., airplane); and any other agreed upon costs or expenses related to this matter. Should an account become delinquent by more than sixty (60) days, interest at the legal rate shall accrue. (See attached list of cost charges.)

6. THE CLIENT HEREBY AGREES THAT the Client will advance all costs incident to the performance of said services; however, if the Attorneys should advance such costs, the Client agrees to reimburse the Attorneys for such costs UPON DEMAND.

7. THIS AGREEMENT SHALL BE LIMITED to tasks described in paragraph 1.

8. IT IS ACKNOWLEDGED THAT no promises have been made concerning the ultimate result and/or outcome of this action, and attorneys' fees are in no way contingent thereon.

9. SHOULD DEFAULT BE MADE in the payments provided herein when due, the entire unpaid balance shall become due and payable. Should it be necessary to institute legal proceedings for the enforcement of this agreement, the Client agrees to pay court costs and reasonable attorneys' fees incurred by Attorneys in obtaining enforcement of the agreement.

10. REMY MOOSE MANLEY, LLP, maintains insurance for errors and omissions subject to all terms, conditions, and exclusions set forth in the policy of insurance.

DATED: _____

Sean Rabe, Town Manager, Town of Loomis

FEE/RETAINER AGREEMENT ACCEPTED BY
REMY MOOSE MANLEY, LLP:

DATED: _____

Sabrina V. Teller, Partner

COSTS

MILEAGE	\$.45 CENTS PER MILE (FOR TRIPS OUTSIDE SACRAMENTO COUNTY ONLY)
TRAVEL/LODGING	AS CHARGED
DELIVERY/PICK UP	\$25.00 PER DELIVERY IN THE CITY OF SACRAMENTO, \$30.00 IN THE COUNTY OF SACRAMENTO AND \$40.00 OUTSIDE THE COUNTY OF SACRAMENTO
DOCUMENT RETRIEVAL FROM STORAGE	AS CHARGED
POSTAGE	AS CHARGED
OUTSIDE PRINTING	AS CHARGED