

**AGREEMENT FOR
GENERAL LEGAL COUNSEL SERVICES FOR
SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT**

This AGREEMENT FOR GENERAL LEGAL COUNSEL SERVICES (the “Agreement”) is made and entered into this ____ day of February, 2022, by and between SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT (herein referred to as the “District”) and OLIVAREZ MADRUGA LEMIEUX O’NEILL, LLP (hereinafter referred to as “Firm”). The Firm and the District may be referred to hereinafter individually and/or collectively, as the context may require, as “Party” or “Parties.”

1. APPOINTMENT

The District hereby engages the Firm to provide general legal counsel services related to litigation, liability, personnel and any other services, as requested by the District. Such services shall be provided by or under the supervision of Thomas M. Madruga and Elana Rivkin-Haas. Notwithstanding the foregoing named person(s), the Firm may, from time to time, designate other attorneys within the Firm to provide general legal counsel services.

2. SCOPE OF WORK AND DUTIES

A. The Firm shall perform any and all work necessary for the provision of legal counsel, including:

- (i) contract review; and
- (ii) meeting attendance / Brown Act consultation; and;
- (iii) general legal services as directed by the General Manager.

B. The Firm will keep the District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. The Firm is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the District. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the District, at any time, to assign or reassign matters to or from the Firm.

3. CLIENT DUTIES

The District agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for the Firm to effectively render its professional services under this Agreement. To the extent the District desires services to be rendered on site, the District, at the District’s expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the

District Manager, as may be necessary therefor. The District further agrees to abide by this Agreement, and to timely pay the Firm's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the District, at any time, to assign or reassign matters to or from the Firm.

4. PERSONNEL

Except as provided in Section 1, above, the Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to provide legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

The Firm agrees to provide all the foregoing legal services at the following hourly rates:

| <u>Personnel</u> | <u>Rate</u> |
|------------------|-------------|
| Partner | \$235.00 |
| Of Counsel | \$200.00 |
| Associate | \$200.00 |

Commencing as of January 1, 2023, and on each January 1st thereafter, the then-effective hourly rates shall be increased (but not decreased) by an amount which shall reflect the increase, if any, in the cost of living during the previous 12 months by adding to the hourly rates an amount computed by multiplying the hourly rates by the percentage by which the level of the Consumer Price Index for the Los Angeles Metropolitan Area, as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year.

6. COSTS AND OTHER CHARGES

The Firm may incur various costs and expenses in rendering the legal services required by this Agreement, which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the District. Those costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (e.g., from the Firm's office to court or to the District's office) are included within the rates set forth above, and there shall be no additional charges for such expenses. The District agrees to reimburse the Firm for expenses such as expert or consultant fees, or litigation expenses such as court reporters, which shall be passed through to District at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by the Firm or the Firm's cost of equipment or supplies except as provided herein.

The Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The District will be responsible for paying such fees and charges. The Firm will not, however, retain the services of any outside investigators, consultants, or experts

without the prior agreement of the District. The Firm will select any investigators, consultants, or experts to be hired only after consultation with the District.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the District, shall be reimbursed by the District only with the prior agreement of the District.

Finally, periodically, when on-site, the Firm personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. The Firm will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

7. STATEMENTS AND PAYMENT

The Firm shall render to the District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with the District funding categories or to track project costs, or for such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by the District within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the District with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

8. INDEPENDENT CONTRACTOR

The Firm shall perform all legal services required under this Agreement as an independent contractor of the District, and shall remain, at all times as to the District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the District, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The District shall have no voice in the selection, discharge, supervision or control of the Firm's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. INSURANCE

The Firm shall maintain professional liability insurance during the term of this Agreement and any extensions thereof. The Firm's current professional liability insurance policy limits are Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) aggregate.

10. INDEMNIFICATION

The Firm agrees to indemnify, defend and hold harmless the District, its officers, employees and agents, against any and all actions, suits, claims, damages to persons or property,

losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of the Firm, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of the Firm hereunder, or arising from the Firm’s performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the District, its officers, agents or employees.

The District agrees to indemnify, defend and hold harmless the Firm, its partners, officers, employees, agents, representatives, consultants, and contractors (collectively, “Indemnitees”) from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of, resulting from, or in connection with the services contemplated by this Contract, except to the extent such claims or liabilities arise from the willful misconduct of Indemnitees.

11. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the Party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT: Southern Coachella Valley Community Services District
91-260 Avenue 66, Suite 116
Mecca, CA 92254
Tel: (760) 396-1014
Fax: (760) 396-1924
Attention: General Manager

FIRM: Olivarez Madruga Lemieux O’Neill, LLP
500 South Grand Avenue – 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099
Fax: (213) 744-0093
Attention: Thomas M. Madruga

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

12. NON-DISCRIMINATION

In connection with the execution of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex,

handicap, sexual persuasion, or national origin. The Firm shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on the date it is executed by the District, and shall remain in full force and effect until terminated by either Party hereto. The District may discharge the Firm at any time. The Firm and the assigned personnel shall have no right to hearing or notice, and may be discharged with or without notice. The Firm may withdraw from the District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty-days' (60-days') notice to the District.

In the event of such discharge or withdrawal, the District will pay the Firm's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The District agrees to execute, upon request, a stipulation in such form as to permit the Firm to withdraw as the District's attorneys of record in any legal action then pending. The Firm shall deliver all documents and records of the District to the District, or to counsel designated by the District, and assist to the fullest extent possible in the orderly transition of all pending matters to the District's new counsel.

14. CONFLICTS

The Firm has no present or contemplated employment which is adverse to the District. The Firm agrees it shall not represent clients in matters either involving litigation or non-litigation against the District. However, the Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the District, and the Firm reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, then the Firm shall seek waivers from each client with regard to such representation. However, if real conflicts exist, then the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

15. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

16. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the Parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be

amended at any time by the mutual consent of the Parties by an instrument in writing. The foregoing notwithstanding, any written amendment limited only to a change in the business name of FIRM or any change in FIRM's business structure may be approved and executed administratively by the District, provided Thomas M. Madruga remains as a principal, partner, shareholder and/or employee of FIRM.

17. AUTHORITY

The persons executing this Agreement on behalf of the Parties hereto warrant they are duly authorized to execute this Agreement on behalf of said Parties and that in so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution by the District.

Dated: _____, 2022

**SOUTHERN COACHELLA VALLEY
COMMUNITY SERVICES DISTRICT**

By: _____
Name
Title

Dated: _____, 2022

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____
Thomas M. Madruga
Senior Partner

EXHIBIT A
STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm shall be reimbursed for all out-of-pocket costs and expenses advanced by the Firm. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, on-line legal research (e.g., Westlaw), costs for investigation, service of process fees and other related court costs, mileage, travel fees and costs of accommodations for matters on behalf of the District, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to the District for approval as part of the monthly billing statement.

Except as established by contract, travel costs, including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals, are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles County. Travel time may also be charged in connection with such proceedings. In addition, the District will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the District.

It is understood that the Firm will generally not charge for mileage or travel time between our office and the District facilities, nor for local telephone calls or calls made to the District. In exchange, the Firm shall not be charged for calls made or received at the District, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the District.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days from the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the District (unless expressly requested by the District).