

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
SANTA CLARITA VALLEY WATER AGENCY  
AND  
BEST BEST & KRIEGER LLP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between the Santa Clarita Valley Water Agency (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

**2. RECITALS.**

2.1 Client wishes to engage the services of BB&K as its Attorney to perform all necessary legal services for the Client on the terms set forth below.

**3. TERMS.**

3.1 Term. The term of this Agreement shall commence on the date above and shall continue in full force and effect until terminated in accordance with Section 3.19.

3.2 Scope of Services. Client is hiring BB&K to provide general and special counsel services to Client and any other legal services as may be required from time to time by the Client (“Services”). As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the Client;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of all Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages, or for any other relief.

3.2.9 Advising the Client and representing the Client, as directed by the Client with respect to surface and groundwater and water quality issues and such other matters as may arise.

3.3 Designated Attorney. Joseph P. Byrne shall be the lead BB&K attorney to the Client, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

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

3.7 Fees and Costs. BB&K shall render and bill for the Services at rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. These rates are subject to increase beginning January 1, 2020, upon 30 days' notice to Client. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, mileage expenses at the rate allowed by the Internal Revenue Service for travel to and from the Client's offices, toll road expenses, long distance telephone and facsimile tolls in excess of \$25.00 per call or fax, research services performed by BB&K's library staff, computer research charges, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), copying costs, court fees and similar costs relating to the Services that are generally chargeable to a client.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Risk Transfer Provisions.

3.9.1 Workers' Compensation Insurance. BB&K certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and BB&K will comply with such provisions before commencing the performance of the work of this agreement.

3.9.2 Indemnification. BB&K shall indemnify and hold harmless and defend the Client, its directors, officers, and employees, and each of them from and against any claims, liabilities, costs, damages, judgments or causes of action to the extent caused by BB&K's negligent acts or omissions, or its willful acts or omissions, in the course of performance of this contract. In order to defend the Client, its directors, officers and employees under this paragraph, BB&K shall retain counsel for the Client acceptable to the Client, or may defend the Client consistent with ethical obligations under California law and conditioned upon the Client's agreement. BB&K's obligation under this paragraph shall not apply to any claims, liabilities, costs, damages or causes of action caused solely by the negligent or willful acts or omissions of the Client, its directors, officers, and employees.

3.10 Required Insurance.

3.10.1 Liability Insurance. BB&K shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability, professional liability and automobile liability insurance:

3.11 Coverage. Coverage shall be at least as broad as the following:

3.11.1 Coverage for Professional Liability appropriate to BB&K's profession covering BB&K's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.

3.11.2 Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

3.11.3 Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned, and hired automobiles)

3.12 Limits. BB&K shall maintain limits no less than the following:

3.12.1 Professional Liability – Two million dollars (\$2,000,000) per claim and annual aggregate.

3.12.2 General Liability – Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance

or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3.12.3 Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

3.13 Required Provisions. The general liability policy must contain, or be endorsed to contain, the following provisions:

3.13.1 The Client, its directors, officers, and employees, are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of BB&K. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its directors, officers, or employees.

3.13.2 For any claims related to this project, BB&K's insurance shall be primary insurance as respects the Client, its directors, officers, or employees. Any insurance, self-insurance, or other coverage maintained by the Client, its directors, officers, or employees shall not contribute to it.

3.13.3 Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Client, its directors, officers, or employees.

3.13.4 BB&K's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.13.5 Such liability insurance shall indemnify BB&K against loss from liability imposed by law upon, or assumed under contract by, BB&K for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

3.13.6 The automobile liability policy shall cover all owned (if applicable), non-owned, and hired automobiles.

3.13.7 Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or BB&K, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Client.

3.13.8 All of the insurance shall be provided on policy forms and through companies satisfactory to the Client.

3.14 Workers' Compensation and Employer's Liability Insurance. BB&K shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their

employees employed directly by them in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. BB&K shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

3.15 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and subject to approval of the Client.

3.16 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by the Client.

BB&K shall, upon demand of the Client, deliver to the Client such policy or policies of insurance and the receipts for payment of premiums thereon.

3.17 Continuation of Coverage. If any of the required coverage expires during the term of this Agreement, BB&K shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Client at least ten (10) days prior to the expiration date.

3.18 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.19 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client, including the cost of copying the file for BB&K's permanent records.

3.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.21 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles.

3.22 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.23 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.24 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.25 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.26 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Santa Clarita Valley Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350-1610  
Attention: General Manager

BB&K: Best Best & Krieger LLP  
300 S. Grand Avenue, 25th Floor  
Los Angeles, CA 90071  
Attention: Managing Partner

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for Legal Services as of the date first written above.

**SANTA CLARITA VALLEY WATER AGENCY**

By:

\_\_\_\_\_  
Matthew Stone  
Title: General Manager

**BEST BEST & KRIEGER LLP**

By:

\_\_\_\_\_  
Eric L. Garner  
Its Managing Partner

**EXHIBIT "A"**  
**RATE SCHEDULE**

**Identification**

Client: Santa Clarita Valley Water Agency  
Matter: General and Special Counsel services  
Deposit: None.

<b>Rates</b>	Joseph Byrne	\$290 per hour
	Partners and of Counsels	\$260-\$320 per hour
	Associates	\$225-\$250 per hour
	Paralegals and Law Clerks	\$150 per hour

All hourly rates are charged in minimum increments of 0.10 hours.

**Minimum Charges**

Review correspondence of documents	0.10 hours
Telephonic or interoffice conference	0.20 hours
Preparation and filing of legal papers	0.50 hours

**Costs**

In-office photocopying	\$0.20/page
Facsimile transmission	\$1.00/page
Mileage	current IRS rates
Computer research	Westlaw/Lexis retail rates

Travel: BB&K will only charge one-way travel to regular meetings of the Board of Directors.