



Yucaipa Valley Water District

**Request for Proposal to Provide
General Counsel Legal Services for the
Yucaipa Valley Water District**

Proposals Due by

August 4, 2021, by 2:00 p.m.

Direct Questions to:

Joseph Zoba, General Manager
Yucaipa Valley Water District
(909) 797-5119 x2

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SECTION 1 - INTRODUCTION

The Yucaipa Valley Water District (hereinafter “YVWD” or “District”) invites interested law firms and individuals with a minimum of 5-10 years’ experience representing public agencies in general governmental procedures compliance, contracts and transactions and civil/business litigation, to provide general counsel legal services for the District; and to manage and determine the need as well for the engagement and coordination of Special Counsel.

The Firm selected as General Counsel will serve at the pleasure of the Board of Directors of District.

SECTION 2 - BACKGROUND INFORMATION

The District is a multi-county public agency that provides drinking water, sewer, recycled water, and brine disposal services to customers within the City of Calimesa and the City of Yucaipa. The District is located within the service area and receives imported State Project Water from both the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency.

The District is governed by five publicly elected Directors.

Additional information about the Yucaipa Valley Water District may be found online at www.yvwd.us.

SECTION 3 – STATEMENT OF PURPOSE

As stated above, the District is seeking proposals from qualified law firms (referred hereinafter as the “Firm”, “Counsel” or “Proposer”) to serve as primary agent responsible for providing a broad range of general legal services to the District. The purpose of this Request for Proposals (RFP) is for the Firm to demonstrate that it has the background, qualifications, competence, and capability to undertake these services with the District.

SECTION 4 – SCOPE OF WORK / PROJECT TASK

The qualified firm is required to perform and complete the work and provide the services as set forth in Exhibit “C” of this RFP.

SECTION 5 – MINIMUM FIRM QUALIFICATIONS

1. All attorneys performing services for the District on behalf of the Firm must be admitted to practice in the State of California and in good standing with the California Bar.
2. The Firm’s attorney with primary responsibility for the services provided to the District, (“Lead Counsel”) must have at least 5-10 years’ experience providing general counsel legal services for special districts similar to the District.
3. Demonstrated legal expertise in the following areas as it relates to special districts and

municipal governments:

- a. Laws and regulations governing California Special Districts, such as the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, General Municipal Law, and California Water Code; and operating procedures relative to the conduct of special district business.
 - b. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting and construction of public works and improvements. Understanding of Federal and State Budgeting process whereby various funds are authorized and appropriated.
 - c. Experience in public employment labor laws and litigation experience
 - d. Environmental law includes California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA).
 - e. Contracts, joint power authorities, memorandums of understanding, including risk transfer provisions.
 - f. Preparation, review, and adoption of ordinances and resolutions.
 - g. Real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations.
 - h. Law pertaining to water utility rate setting.
 - i. Other relevant areas pertaining to special district/water district or municipal law.
 - j. Knowledge of California water institutional structure.
4. The Firm must be able to demonstrate their ability to provide the necessary legal services using a combination of online, video conference, telephonic, and/or in-person methods to provide legal assistance to the District. While in-person attendance at most board meetings / workshops is preferred, the Firm should clearly discuss their approach to represent the District remotely and how these remote services could benefit the District.

SECTION 6 – PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

1. A detailed scope of services that reflects the Firm's understanding of the District's requirements.
2. Written responses to all the Minimum Firm Qualifications identified in Section 5.
3. Personnel Qualifications. The Proposal shall identify the Lead Counsel and staff to be assigned to the District and include the Lead Counsel and staff's qualifications, training,

and certifications to perform the services outlined in Exhibit “C” attached hereto.

4. List of Clients. A list of major public agency clients served during the last five (5) years with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of them for references. The Proposal should also address any possible or potential conflicts of interest, and how such conflicts are to be resolved, with any of the Proposer’s existing clients.
5. Additional Firm Qualifications. The Proposal shall include the size of the Firm as to number of clients, the size of the Firm’s staff, the location of the administrative office, and the number and positions of staff who will work with the District regularly.
6. Capability to Meet District’s Requirements. This section should include experience and history of successful completion of projects.
 - a. Discuss the Firm’s capability to manage and schedule projects, the standard turnaround time, current relative workload, and staff’s availability.
 - b. Demonstrate the Firm’s expertise and experience in the projects identified under Exhibit “C”.
 - c. Demonstrate any experience the Firm has had working with clients similar in size or industry as Yucaipa Valley Water District, or experience working within the general service area.
7. Fee Schedule. The Proposal shall include a not-to-exceed annual or monthly maximum billable amount or a flat-stipulated amount for the duties and expectations as outlined in Exhibit “C”. Additionally, the Proposal shall include a proposed hourly rate schedule which includes a maximum billable rate that shall be applied to any work authorized outside of the scope set in Exhibit “C”.
8. Insurance. The proposal should include a copy of your proof of insurance as per the requirement outline in Section 7 of this RFP.
9. Sample Contract. A sample contract is attached as Exhibit “D” for your review. This contract is representative of the contract that will be executed upon award to the successful company. If the company does not agree with these provisions, the company should include all comments and proposed contract language in the Proposal. Submission of Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

SECTION 7 – TERMS AND CONDITIONS

1. Acknowledgement of District’s Contract Provisions. Interested firms should review and acknowledge in the Proposal that the following provisions that will be included in the proposed contract.
2. Insurance Requirements. The Firm shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to

District property arising from or in connection with the performance of the work performed as set forth in Exhibit "C". The following are the District's standard insurance requirements.

- a. Commercial General Liability. coverage should include \$1,000,000 per occurrence, \$2,000,000 aggregate, as applicable. Prior to the start of work, the selected Firm shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).
- b. Business Automobile Liability. Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability Insurance. Insurance shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- d. Professional Liability Insurance. For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to its profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- e. Commercial General Liability and Workers' Compensation and Employer's Liability Insurance. Insurance policies shall contain a waiver of transfer of rights of recovery ("waiver of subrogation") against the District, its Board Members, officers, employees, agents, and volunteers for any claims arising out of the work of the Firm.
- f. Additional Insured Requirements. The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the District, the District's governing board of directors and the District's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds. All Insurance policies specified above shall be issued by California admitted insurers with an A.M. Best rating of at least "A-, XI".

SECTION 8 – SUBMITTING PROPOSAL

The following information is required by the deadline for the company to be considered:

1. Title Page and Table of Contents;
2. Letter of Introduction signed by an officer of the Firm and a summary highlighting the key points of the proposal;
3. Detailed Proposal (addressing the scope of work);
4. Fee Schedule;

5. Signed Acknowledgement Form - refer to Exhibit "A" attached hereto;
6. Signed Conflict of Interest Form - refer to Exhibit "B" attached hereto;
7. Signed False Claims/False Claims Act Certification - refer to Exhibit "D" attached hereto;
8. Signed Civil Litigation Certification - refer to Exhibit "E" attached hereto; and
9. Additional documentation, if applicable.

To be considered:

1. Eight (8) hard copies of the proposal must be received on or before 2:00 P.M. on August 4, 2021; and
2. One (1) electronic copy of the Proposal must be received on or before 2:00 P.M. on August 4, 2021. An emailed proposal may be sent to Joseph Zoba, General Manager at jzoba@yvwd.us.

SECTION 9 – SCHEDULE

The following dates reflect the anticipated schedule for the Proposal and selection of the firm:

Procurement Process Schedule	Anticipated Dates
RFP post and distributed on website	July 8, 2021
Proposal due date	August 4, 2021
Target date for review of proposals by Staff Panel – week of	August 9, 2021
Target Date for Board Interview of selected firms – week of	August 16, 2021
Final Board approval on selected firm	August 27, 2021

SECTION 10 – SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be examined for compliance with all the requirements in the sections of this RFP. The District, in its discretion, may waive any omission which it deems, in its sole discretion, to be non-essential or inconsequential.

District staff will evaluate each proposal submitted for completeness, Firm qualifications, Firm experience, capability to meet District requirements, and cost of services. Proposing Firms should note that the pricing, while important, will not be the only deciding factor in the final selection but rather the ability of the Firm to provide and perform the required duties as outlined in Exhibit "C."

Oral presentations and written questions for further clarifications may be required of some or all Firms. Final selection will be based on evaluation of the proposal and interview. A panel of outside experts may be used.

Any Proposal that does not include written/documented responses to all items of the "Proposal Requirements" will not be considered. It is anticipated that the qualified Firm will be selected by August 27, 2021.

There is no expressed or implied obligation for the District to reimburse responding Firms for any expenses incurred in a Firm's preparation, submission, or presentation of proposals in response to this Request. Further, the issuance of this RFP and the receipt of proposals does not commit the District to award a contract. The District reserves the right to postpone for its own convenience, to accept or reject any and all proposals, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.

SECTION 11 – CONFIDENTIALITY

The District reserves the right to make copies of Firm's Proposal available for inspection and copying by members of the public, (including Proposals which may contain information the Firm regards as proprietary in nature), unless the District's legal counsel determines that the information which the Firm regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event the District proposes to disclose records containing information the Firm has specifically identified as being proprietary and confidential, the District shall notify the Firm in writing of its intent to release such information and the Firm shall have five (5) working days after the District's issuance of its notice to give the District written notice of the Firm's objection to the District's release of proprietary information. The District will not release the proprietary information after receipt of the objection notice from the Firm unless: (i) the objection notice is not received by the District until after the close of business on the 5th day following the District's issuance of the notice of intent to disclose; (ii) the District is ordered to release the information by a court of competent jurisdiction; or (iii) the Firm's objection notice fails to include a fully executed indemnification agreement wherein the Firm agrees to indemnify, defend and hold harmless the District, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Firm wishes to withhold. Again, the Firm must specifically identify the information it deems proprietary.

SECTION 12 – PUBLIC RECORDS ACT

All Proposals submitted in response to this RFP will become the property of the District upon submission and a matter of public record pursuant to applicable law. The District reserves the right to make copies of all Proposals available for inspection and copying by interested members of the public as records of the District and District shall be under no obligation to the Firm to withhold such records. Insofar as a Proposal contains information that the Firm regards as proprietary and confidential, it shall be the responsibility of the Firm (and not the District) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Firm to merely identify the entire Proposal or an entire page or set of pages of proprietary information. With respect to information deemed proprietary, the procedures set forth under the "Confidential Information" section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a Proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

The District is subject to the Public Records Act under the California Government Code section

6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposers are further advised that all the terms and conditions, including fees and fee structures, forming part of any agreement entered into shall, upon such agreement being executed, become a public record of the District and subject to full disclosure, and each proposer waives any right to object to any such disclosure.

Proposals submitted and terms and conditions specified in each Firm's bid response will remain the property of the District.

SECTION 13 – PROPOSAL ACCURACY

A Proposal which is in any way incomplete, irregular, or conditional may not be accepted. By submitting a Proposal, Firms agree that any significant inaccuracy in information given by the Firm to the District will constitute good and sufficient cause for rejection of the Proposal.

SECTION 14 – DISCLAIMER

Yucaipa Valley Water District reserves the right:

1. To enter into agreements for legal services with persons or firms who do not respond.
2. To accept or reject any or all Proposals regardless of qualifications either in whole or part with or without cause;
3. To withdraw this solicitation at any time without prior notice, and furthermore does not make any representations that any contract will be awarded to any respondent to this RFP;
4. To award its total requirements to one respondent or to apportion those requirements among two or more respondents as the District may deem to be in its best interests;
5. To negotiate a final contract with any respondent(s) as necessary to serve the best interest of the District; and
6. Amend this RFP.

SECTION 15 – CONFLICT OF INTEREST

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the Board of Directors and District staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

SECTION 16 – ADMONITIONS

As of the date of this Request for Proposals and continuing until the recommended contract is placed on the agenda of the Board for a public meeting, all proposers are specifically directed not to hold any discussions, meetings, conferences or technical discussions regarding the RFP with District officials or employees. During the submittal period, questions regarding this RFP may be directed only to the person indicated in the cover letter or emailed to the individual.

Contact with any other District official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer as determined in the sole discretion of the Board of Directors.

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EXHIBIT "A" – ACKNOWLEDGMENT FORM

The proposing Firm warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from Yucaipa Valley Water District.
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP):

Address: _____

Contact Name: _____

Title: _____

Telephone No: _____

Email: _____

Signature: _____

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide professional legal counsel services.

THIS COMPLETED FORM MUST BE RETURNED TO YUCAIPA VALLEY WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 2:00 P.M., AUGUST 4, 2021

**Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399
Attention: Joseph Zoba, General Manager**

EXHIBIT "B" – CONFLICT OF INTEREST QUESTIONNAIRE

All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes", the District may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Yucaipa Valley Water District members of the Board of Directors or District staff have any of the following financial relationships with your Firm or with proposed sub-consultants?

Owner	Yes	No	
Member	Yes	No	
Partner	Yes	No	
Officer	Yes	No	
Employee	Yes	No	
Contractor; Consultant	Yes	No	
Broker	Yes	No	
Major Stockholder	Yes	No	Major stockholder means ownership of 3% or more of firm stock.

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal? Yes No

2. Are you or, to the best of your knowledge, are any officers or key employees of your Firm or proposed sub-consultants an immediate family member of any current Yucaipa Valley Water District board member or District employee?

Yes No

3. To the best of your knowledge, is a Yucaipa Valley Water District board member or District employee seeking or being considered for employment by your Firm or by proposed sub-consultants?

Yes No

4. To the best of your knowledge, have you or any officers or key employees of your Firm or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

Yes No

5. Have you made any contribution(s) in the last three (3) months to any member of the District's Board of Directors?

Yes No

If Yes, then please indicate to whom and how much contribution was made?

6. On a separate sheet, identify and disclose any business relationship(s), direct or indirect,

past, present, or pending, with the City of Beaumont, City of Calimesa, City of Redlands, City of Yucaipa, San Bernardino Valley Municipal Water District, San Gorgonio Pass Water Agency, South Mesa Water Company, Western Heights Water Company, or any other potential conflict that the Board of Directors and District staff should be informed about during the selection process.

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I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

|                      |           |
|----------------------|-----------|
| Name (type or print) | Signature |
| Title                | Date      |
| Firm Name            |           |

THIS COMPLETED FORM MUST BE RETURNED TO YUCAIPA VALLEY WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 2:00 P.M., AUGUST 4, 2021

**Yucaipa Valley Water District  
12770 Second Street  
Yucaipa, California 92399  
Attention: Joseph Zoba, General Manager**

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## EXHIBIT “C” – SCOPE OF WORK

The Board of Directors of the Yucaipa Valley Water District (hereinafter referred to as “District”) shall engage a law firm by contract to serve as primary agent responsible for the provision of general counsel services. Such duties will be divided into two categories, 1) duties listed under an annual retainer, with an annual maximum cost authorized for the duties and expectations as outlined below; and 2) a list of duties deemed as “Special Matters” with a guaranteed hourly rate schedule for the duration of contract term.

### GENERAL DUTIES AND EXPECTATIONS

Duties and expectations of the Firm include the following:

1. The review of agendas and related consultation with District staff and members of the Board of Directors regarding the proper placement and/or description of business items on agendas;
2. Attendance at one weekly Board of Director meeting which could be by videoconference/teleconference. An estimated 20-24 meetings per year should be attended in person that will typically include rate studies, certain public hearings, and discussion of closed session issues;
3. Except as otherwise listed under “Special Counsel”, preparation and approval as to legal form all resolutions, ordinances, contracts, agreements, and any other legal documents or matters which are referred for advice, review, or handling during the terms of this Agreement;
4. Preparation of all legal advice on behalf of the District to Board members, General Manager, and other designated departmental heads or personnel as directed by the General Manager;
5. Collaborate and coordinate with District staff for the efficiency of creating, editing, revising, and managing the District’s contracts, MOUs, Engagement Letters, Request for Proposals (RFP), etc. Specify the process and turnaround time for urgent contracts/procurement related questions, new contracts, and urgent Request for Proposals (RFP) to be reviewed.
6. Review and evaluation of the need as well as the engagement, coordination, and supervision of activities of any special counsel retained by the District. This will include financial management, cost containment strategies, and administration of contracts that District may execute with special legal counsel.

Such administration shall include oversight services such as review of attorney invoices, coordination of special legal counsel's activities, and direction to special legal counsel with regard to strategies and communication;

7. Providing conflict of interest assistance to the Board of Directors and General Manager on behalf of the District, and assist Board members and staff in seeking advice from the Fair Political Practices Commission;

8. Time spent reviewing, analyzing, redacting and/or developing a written response to California Public Records Act requests (Gov. Code section 6250 et seq.);
9. Providing advice as it pertains to the general powers and duties assigned to the District and ensuring its operational compliance with all applicable federal, state, and local legislation, statutes, codes, and procedures. This includes, monitoring and applicability of pending state and federal legislation and regulations, and new case law, as appropriate; including and not limited to:
  - a. Ralph M. Brown Act;
  - b. Public Records Act;
  - c. Political Reform Act;
  - d. General Municipal Law; and
  - e. California Water Code.
10. Providing advice as it pertains to Yucaipa Valley Water District activities as multi-county special district and a retail water purveyor nearly equally divided between two independent State Water Contractors – the San Bernardino Valley Municipal Water District and the San Geronio Pass Water Agency.

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## EXHIBIT "D" – SAMPLE CONTRACT

AGREEMENT NO. 21- [REDACTED]

Between

YUCAIPA VALLEY WATER DISTRICT

and

\_\_\_\_\_

for

GENERAL COUNSEL SERVICES

THIS RETENTION AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2021 (hereinafter, the "Effective Date"), by and between the Yucaipa Valley Water District, a county water district organized under Water Code Section 30000 et seq. ("DISTRICT") and \_\_\_\_\_ (hereinafter, "FIRM").

The terms "you" and "yours" as used in this letter shall refer to the DISTRICT. The term "Party" and "Parties" shall refer to either DISTRICT or FIRM.

### RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, DISTRICT requires the performance of General Counsel Services that was requested as per the terms of conditions of RFP No. 21-xxx; and

WHEREAS, the execution of this Agreement was approved by the DISTRICT's Board of Directors ("Board"); and

WHEREAS, FIRM further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

### AGREEMENT

1. DISTRICT appointed \_\_\_\_\_ ("FIRM") and specifically \_\_\_\_\_, to serve as General Counsel to the DISTRICT. FIRM shall be providing services including but not limited to participating/attending meetings; reviewing of contracts and other documents; performing legal research and analysis on matters referred by DISTRICT; attend meetings of the Board of Directors, and other meetings as requested; and all General Counsel services to be provided under this agreement shall be performed by \_\_\_\_\_ or under her/his direction and control unless otherwise agreed to by DISTRICT.
2. Yucaipa Valley Water District is the exclusive DISTRICT for purposes of this agreement,



and that FIRM shall not represent any of DISTRICT's affiliated agencies, officers, directors, staff members, or consultants. There shall be no attorney-DISTRICT relationship between FIRM and any such related person or entity. The attorney-DISTRICT relationship and privilege is solely between DISTRICT and FIRM. Any proposed expansion of the representation to include any related person or entity shall be subject to, and contingent upon the express written consent of the Board of Directors, and execution of a separate engagement letter directly with those persons or entities.

3. For the duration of FIRM's provision of legal services to DISTRICT under this Agreement, \_\_\_\_\_ and FIRM agree that no monetary or in-kind political contribution shall be made to any member of the Board of Directors, or any candidate for Director of Yucaipa Valley Water District, or any candidate's committee, or independent committee to elect a Director of the Yucaipa Valley Water District, by any principal, partner, associate, attorney, staff member, employee or agent of FIRM, or any intermediary acting at the direction of any of such person. \_\_\_\_\_ and FIRM shall take reasonable measures to ensure compliance with this provision.
4. On matters covered by this Agreement, FIRM shall provide such legal services as DISTRICT determines are reasonably required to represent DISTRICT; to take reasonable steps to keep DISTRICT informed of facts and developments concerning the subject matter of this Agreement as they come to FIRM attention; and to respond to DISTRICT's reasonable inquiries.
5. FIRM's fees for services pursuant to this agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal, and law clerk rendering services on DISTRICT matters. Statements for services shall include a description of the services performed, the date they were performed, the time devoted to the matters and the name and specific hourly rate as set forth on Attachment A hereto of the attorney, paralegal or law clerk that performed the services.
6. The hourly rates for legal services are set forth on Attachment A hereto and will generally be recorded and billed in one tenth hour increments. The rates set forth in Attachment A shall apply to all services performed during the Initial Term of this agreement.
7. FIRM's hourly rates shall apply to all time spent on DISTRICT's behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; preparing for and conducting trials and appeals; travel time; conferring with other attorneys in the FIRM, or with witnesses or attorneys also involved in a matter; and such other services of a professional nature as this engagement may require.
8. FIRM will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal services. DISTRICT agrees to pay for these items in addition to the fees for legal services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters' fees; witness fees; experts' fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

9. (a) It may become necessary to hire persons or entities outside FIRM, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. FIRM will select any consultants or investigators to be hired after notice to and consultation with DISTRICT and subject to DISTRICT's written approval prior to entering into an agreement with such outside consultants or other vendors.
- (b) FIRM shall pay directly any of the costs incurred such as those set forth for outside consultants or other vendors. DISTRICT agree to reimburse FIRM promptly for any such consultant or vendor payment made on DISTRICT's behalf.

10. Files for work prepared pursuant to this agreement will be DISTRICT's property. FIRM shall release files of work performed pursuant to this agreement to DISTRICT or to anyone else DISTRICT designates upon DISTRICT's written request delivered to the attorney in charge of this matter.

All other records and District legal files held by FIRM shall be filed and retained in FIRM office. Should there be a change in the District's General Counsel representation at any time, FIRM shall turn over all District legal files, including all records described herein, in possession to the new General Counsel within 30 days of transition, in electronic format if available, or otherwise in the format originally received. The transition of all District records from FIRM to the new General Counsel shall be overseen by the General Manager.

11. DISTRICT agrees to keep FIRM informed of any in your address, telephone numbers, or electronic mail address so that FIRM may effectively communicate with DISTRICT. FIRM also shall advise DISTRICT promptly of any change in the FIRM's business address, electronic mail address or telephone numbers. FIRM agrees that FIRM may communicate with DISTRICT via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication.
12. FIRM shall send DISTRICT monthly statements for fees and costs incurred. Payment is due 30 days from the date of the invoice is received. DISTRICT appoints General Manager as its designee to receive billing statements and other information with respect to this Agreement and to give FIRM instructions as to how FIRM can provide service to the DISTRICT under this Agreement. DISTRICT shall read the FIRM statements carefully and promptly notify the Firm of any error.
13. This Agreement and the legal relationship between DISTRICT and FIRM is "at will" and the DISTRICT may discharge FIRM as DISTRICT's attorneys at any time. FIRM may withdraw as DISTRICT attorney with or without consent, as permitted by law upon a written 90 days' advance notice stating the effective date of termination, in order to provide DISTRICT with sufficient time to retain new legal counsel.

If DISTRICT discharges FIRM, or if FIRM elects to withdraw, DISTRICT agrees to secure other counsel of DISTRICT's own selection to represent DISTRICT and, if FIRM are DISTRICT's attorneys of record in any litigation, to cooperate fully in substituting such new counsel as DISTRICT's attorneys of record in the litigation.

14. Nothing in this agreement and nothing in FIRM's statements to DISTRICT should be

construed as a guarantee or promise about the outcome of DISTRICT matter or any phase thereof. Comments about the course or outcome of DISTRICT matter or any phase thereof which FIRM may make from time to time are expressions of opinion only.

15. Any dispute as to the DISTRICT's failure to pay fees for professional services and/or expenses shall, subject to the provisions of Business and Professions Code sections 6200 et seq., be resolved in the appropriate Superior Court of the State of California. The party prevailing in an action regarding a dispute as to the DISTRICT's failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party's actual attorneys' fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this agreement, and as otherwise required by law, DISTRICT agree that this agreement may be disclosed to a court or arbitrator.
16. This agreement is made under and shall be construed in accordance with the substantive laws of the State of California without reference to its choice of law rules.
17. FIRM shall carry professional liability insurance which would cover the services FIRM will be providing to DISTRICT under the terms of this agreement. In addition, FIRM shall provide DISTRICT with proof of insurance coverage for general liability, automobile, workers' compensation, and professional liability insurance, where such insurance coverage can be reasonably shown to be relevant to the services to be provided pursuant to this Agreement as equivalent to the DISTRICT's insurance requirements state as follow:
  - A. Commercial General Liability. coverage should include \$1,000,000 per occurrence, \$2,000,000 aggregate, as applicable. Prior to the start of work, the selected Firm shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).
  - B. Business Automobile Liability. Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - C. Workers' Compensation and Employer's Liability Insurance. Insurance shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
  - D. Professional Liability Insurance. For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to its profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
  - E. Commercial General Liability and Workers' Compensation and Employer's Liability Insurance. Insurance policies shall contain a waiver of transfer of rights of recovery ("waiver of subrogation") against the District, its Board Members,

officers, employees, agents, and volunteers for any claims arising out of the work of the Firm.

- F. Additional Insured Requirements. The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the District, the District's governing board of directors and the District's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies specified above shall be issued by California admitted insurers with an A.M Best rating of at least "A-, XI".

18. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to FIRM: \_\_\_\_\_, LLP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to DISTRICT: Yucaipa Valley Water District  
12770 Second Street  
Post Office Box 730  
Yucaipa, California 92399  
Attention: Joseph Zoba, General Manager

19. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the DISTRICT and FIRM. There is no other Agreement, written or oral, express or implied, between the Parties with respect to the subject matter of this agreement. This Agreement may be modified only in a writing signed by all the parties.
20. Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.
21. 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.
22. This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to FIRM and the other shall be retained by DISTRICT. No handwritten or typewritten amendment, modification, or supplement to any one counterpart shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

DISTRICT

Yucaipa Valley Water District

By: \_\_\_\_\_  
General Manager Date

APPROVED:

FIRM: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

**ATTACHMENT A – SCHEDULE / EXPLANATION OF FEES**