

BARTKIEWICZ, KRONICK & SHANAHAN
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**AGREEMENT FOR LEGAL SERVICES WITH
CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT**

This Agreement is made effective on October 4, 2018 by and between Bartkiewicz, Kronick & Shanahan, a professional corporation ("Attorney"), and Christian Valley Park Community Services District, a public agency, ("Client"), who agree as follows:

1. **Scope and Duties.** Client retains Attorney to provide special legal counsel services in connection with the financing and construction of a replacement of Client's existing storage reservoir, including the following services: (1) review the United States Department of Agriculture's ("USDA") letter of conditions and provide advice and assistance with Client's compliance with those conditions; (2) review the proposed USDA loan documents and provide and negotiate with USDA recommended edits and guidance with respect to loan documentation, and provide a district counsel opinion as a condition of closing the loan; (3) review USDA's proposed forms of construction contract front end documents (or provide construction contract front end documents for Client's use, if USDA approves or requires), and work with Hydros Engineering and other project consultants to provide requested assistance with issuing an invitation to bid, bid opening and award, and other pre- and course of construction legal services; (4) assist Client as requested with selection and employment of bond counsel and manage Client's relationship with bond counsel and any other financial consultants that Client may retain; (5) if necessary and as requested, work with the Board, General Manager, and Client's general counsel on any required ordinances, resolutions, or policies required or necessary to implement the project and loan, and to ensure that Client has sufficient rates and revenues to repay the bonded indebtedness associated with the USDA loan for the reservoir replacement project; and (6) any other legal services in connection with the project or project financing that may be requested by Client or required by USDA or any regulatory agency with authority over the project. Joshua M. Horowitz (shareholder) will be the principal attorney representing Client under this Agreement. He will be assisted as needed by other attorneys in the firm. Attorney will provide those legal services reasonably required to represent Client in this matter, and will take reasonable steps to keep Client informed of progress and significant developments, and to respond to Client's inquiries. Client will be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments and changed circumstances, abide by this Agreement and pay Attorney's bills in a timely manner. This agreement does not cover Attorney's provision of legal services to Client on any other matter.

2. **Billing Rates.** Client agrees to pay for legal services at the hourly rate of \$300 per hour for shareholders, \$260 per hour for principal attorneys, and \$200 per hour for associate attorneys, for services provided pursuant to this Agreement. Attorney's rates are

subject to adjustment annually (generally as of January 1), with prior notice to Client of the adjustment. Notwithstanding the foregoing, Attorney will honor the above-stated rates for the remainder through December 31, 2019. Attorney charges in minimum one-quarter hour units.

3. **Costs and Expenses.** Client will reimburse Attorney for all necessary and actual costs and expenses incurred by Attorney, including, but not limited to, the following: messenger and other courier and delivery fees; postage; parking; mileage (at the current IRS rate); computer-assisted research charges, travel costs and other out-of-pocket expenses incurred by Attorney. Attorney will itemize all costs incurred on each monthly statement.

4. **Statements.** Attorney will send Client a statement for fees and costs incurred every month, except that when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Upon Client's request, Attorney will provide a statement within 10 days. Client will pay Attorney's statements within 30 days after each statement's date. Attorney's statements will clearly state the basis of the charges, including the amount, rate and basis for calculation of Attorney's fees. Unless directed otherwise by Client, Attorney will send statements for legal services to Client as follows:

Mr. Don Elias
General Manager
Christian Valley Park Community Services District
P.O. Box 6857
Auburn, CA 95604

5. **Disclaimer of Guarantee.** Attorney has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement will be construed as such a promise or guarantee. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

6. **Termination.** Client may discharge Attorney at any time by giving notice of termination to Attorney. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's files to Client, along with any Client funds or property in Attorney's possession. Attorney and Client each agree to sign any documents reasonably necessary to complete Attorney's discharge or withdrawal.

7. **Indemnification.** Attorney will indemnify, defend, protect, and hold harmless Client from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorneys' and expert witness fees, and litigation costs) arising out of Attorney's performance of the work under this Agreement

and caused by any negligent act or omission, willful misconduct or violation of law of or by Attorney, except where caused by the active negligence, sole negligence or willful misconduct of Client or as otherwise provided or limited by law.

8. **Insurance.** Attorney, at its sole cost and expense, will procure and maintain for the duration of this Agreement the following types and limits of insurance: commercial general liability, \$1,000,000 per occurrence; professional liability, \$3,000,000 per claim; and, workers' compensation, statutory limits. Upon request, Attorney will provide to Client a certificate or certificates of insurance evidencing this insurance coverage.

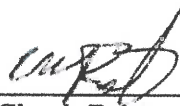
9. **Disclosure of Other Clients.** Attorney discloses that it represents the Midway Heights County Water District and the Meadow Vista Community Water District. At this time, Attorney is not aware of a conflict of interest in Attorney's representation of Client and the ongoing representation of Attorney's pre-existing clients. However, in the event that such a conflict is identified or arises in the future, Client and Attorney agree that (a) Attorney may continue to represent the clients referenced above; (b) Attorney will notify Client about the potential conflict and discuss with the Client an appropriate way to address the conflict; and (c) Attorney may withdraw from representing Client in the matter or matters in which such a conflict arises.

10. **Entire Contract.** This document constitutes the entire agreement between the parties. There are no understandings, agreements, terms or conditions with respect to the subject matter of this document except for those contained in this writing.

11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

The foregoing is agreed to by the parties.

CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT

By: 

Chuck Rust
President, Board of Directors

Dated: 10-9-2018, 2018

BARTKIEWICZ, KRONICK & SHANAHAN
A Professional Corporation

By: 

Joshua M. Horowitz

Dated: October 11, 2018