

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT is made and entered into by and between the Local Agency Formation Commission of Santa Cruz County, hereinafter referred to as “LAFCO”, and the law firm of Best Best & Krieger LLP, hereinafter referred to as “Counsel.” LAFCO and Counsel agree to the following terms and conditions by which Counsel will be engaged to represent LAFCO in connection with the provision of legal services.

RECITALS

- A. WHEREAS, LAFCO desires to obtain from Counsel all legal services which Counsel can provide in the capacity of legal counsel for LAFCO; and
- B. WHEREAS, this Agreement is entered into pursuant to the provisions of Government Code section 56384(b).

NOW, THEREFORE, LAFCO and Counsel, for the consideration hereinafter named, agree as follows:

1.0 **Scope of Services**

1.1 Counsel shall perform all general and specialized legal services as may be required by LAFCO and shall attend all meetings of LAFCO as well as other meetings as required.

1.1.1 General Counsel Services

All services with the exception of the Special Counsel Services described in Section 1.1.2 and ARC Services as described in Section 1.1.3 shall be considered General Counsel Services for purposes of this Agreement.

1.1.2 Special Counsel Services

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters, including benefits, tax and ERISA related matters
- C. Non-routine real estate matters
- D. Land acquisition and disposal matters (including pre-condemnation)
- E. Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- F. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- G. Environmental law, water law and toxic substance matters
- H. Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.
- I. Other matters mutually agreed upon between Counsel and the Executive Officer.

1.1.3 Advanced Records Center (ARC) Services

- A. Processing: Support LAFCO in the processing of public records by:
 - (i) Working with LAFCO staff, including technology staff, to identify and collect records that are responsive to public records requests
 - (ii) Using processing and review software to efficiently treat and handle paper and electronic responsive records
 - (iii) Reviewing and redacting records, uncovering complex legal questions, and analyzing records for potential significance
- B. Policy Drafting: Assist LAFCO in updating the following policies to reflect industry standards and best practices:
 - (i) Document retention policy and schedule, specifically the purging of emails and other electronic records
 - (ii) Litigation hold policy, including procedures for when and how to suspend document destruction schedule
 - (iii) Electronic devices policy, including LAFCO issued and personal devices (BYOD) as well as responsible and personal use
 - (iv) Social media policy, including responsible use and document retention
- C. Training: Provide the following training for LAFCO staff and officials:
 - (i) Overview of Public Records Act
 - (ii) Electronic devices
 - (iii) Social media (including guidance and best practices for staff and elected officials)

2.0 **Personnel**

- 2.1 Joshua Nelson shall serve as legal counsel to LAFCO. Mr. Nelson shall be responsible for the performance of services hereunder and shall supervise any services performed by other members of Counsel.
- 2.2 Malathy Subramanian shall provide backup to Mr. Nelson regarding the provision of legal services.
- 2.3 In addition, Mr. Nelson shall make available to LAFCO other Counsel attorneys having the requisite experience on LAFCO matters, and shall make available other Counsel attorneys services specifically requested by LAFCO or its staff.

3.0 **Compensation**

3.1 General Counsel Services:

LAFCO shall compensate Counsel on an hourly basis for General Counsel Services rendered as follows:

\$275.00 per hour for all attorneys
\$155.00 per hour for paralegals and clerks

3.2 LAFCO shall compensate Counsel on an hourly basis for Special Counsel Services rendered as follows:

\$325.00 per hour for all attorneys
\$165.00 per hour for paralegals and clerks

3.3 LAFCO shall compensate Counsel on an hourly basis for ARC Services rendered as follows:

\$220.00 per hour for attorneys, paralegals, analysts and clerks

3.4 Counsel's hourly rates shall automatically increase effective for services provided by Counsel on and after July 1 of every calendar year (commencing July 1, 2024) in an amount equal to the increase in the Consumer Price Index (CPI) for the previous calendar year (January 1 through December 31) for all Urban Consumers in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward area; provided that the CPI adjustment shall be rounded up to the near full dollars, and further provided that the CPI adjustment shall not exceed four percent (4%) for any year.

3.5 Reimbursement of costs advanced by Counsel on LAFCO's behalf, as well as other expenses, shall be billed in addition to the amount billed for fees. These include automobile mileage at the current IRS approved rate per mile, actual expenses away from Counsel's office on LAFCO's business, and extraordinary photocopy charges. All costs will be itemized on LAFCO's monthly statement and supporting documents of the direct costs will be provided to LAFCO for payment. For purposes of mileage reimbursement to and from LAFCO meetings the parties agree that Counsel shall bill for mileage to and from its Walnut Creek office. Attorney travel time for attendance at LAFCO meetings shall be capped at 1.3 hours each meeting.

3.6 Counsel shall submit monthly to LAFCO a statement of account for services which clearly sets forth by date the type of work for which the billing is submitted. LAFCO shall review Counsel's monthly statements and pay Counsel for services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

4.0 **Insurance Coverage**

Counsel carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance provides coverage which exceeds what is required by the State of California. Counsel shall provide LAFCO with a copy of this insurance policy. Counsel agrees to notify LAFCO if this policy is cancelled or non-renewed.

5.0 **Mutual Cooperation**

5.1 Counsel has an extensive public law practice on a regional basis. Counsel represents various public agencies in Santa Cruz County. Counsel will not represent LAFCO and one of Counsel's public agency clients interacting with LAFCO unless both LAFCO and the public agency client have consented to such dual representation.

5.2 Counsel understands that clients interested in matters under California Rule of Professional Conduct 3-310 are clients qualifying as "affected agencies" under the Cortese-Knox-Hertzberg Act. Counsel will provide the Executive Officer notice under Rule 3-310 as clients appear on staff's work in progress matrix or as counsel otherwise becomes aware of their involvement as "affected agencies." The Executive Officer will forward such notices to the Commission prior to Commission workshops, or if no workshop occurs, with notices of hearings. The Executive Officer may acknowledge disclosures and may waive conflicts under Rule 3-310, subject to revocation by the Commission prior to the workshop or hearing.

6.0 **Term of Agreement**

This Agreement become effective on _____, 2021, and shall continue until _____, 2024. This Agreement may be extended by LAFCO with written notice to Counsel for an additional three (3) year term, which shall be provided by LAFCO prior to the expiration of the then-existing term. In addition, this Agreement may be terminated without cause by either party with thirty (30) days written notice to the other party.

7.0 **Notice of Parties**

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:

LAFCO: Local Agency Formation Commission of Santa Cruz County
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060
Attention: Executive Officer

Counsel: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95818
Attention: Joshua Nelson

8.0 **Enforcement**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9.0 **Entire Agreement**

This Agreement constitutes the entire written agreement for legal services between LAFCO and Counsel and may be modified only by further written agreement between the parties.

Dated this _____ day of _____, 2021.

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

By: _____
Joe Serrano, Executive Officer

BEST BEST & KRIEGER LLP

By: _____
Joshua Nelson, Partner