

## AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

The Parties to this Agreement, the CITY OF BIG BEAR LAKE ("CITY"), a California municipal corporation, and BEST BEST & KRIEGER LLP ("COUNSEL"), a partnership engaged in the practice of law, agree to the following terms and conditions by which COUNSEL will continue to represent CITY as its City Attorney.

### RECITALS

1. BASIC SERVICES. COUNSEL shall perform such legal services as may be required from time to time by the CITY and its officers, employees and agents. COUNSEL shall serve as City Attorney, and as such shall be responsible for the preparation or review of all CITY ordinances and resolutions, together with such agreements, deeds and other legal documents as requested by the CITY. Stephen P. Deitsch, or in his absence due to unavailability, another representative of COUNSEL approved by the CITY, shall attend all regular and adjourned regular meetings of the City Council. Stephen P. Deitsch, or in his absence due to unavailability, another representative of COUNSEL approved by the CITY, shall attend all regular and adjourned regular meetings of the Planning Commission.

COUNSEL shall render legal advice and opinions on all matters affecting the CITY to the City Council, City Planning Commission, other CITY boards and commissions, and to employees and agents of the CITY, as directed by the City Council or the City Manager. Upon request of the CITY, COUNSEL shall represent the CITY in civil and criminal litigation and shall appear on behalf of the CITY before administrative and regulatory agencies as directed by the City Council or the City Manager. COUNSEL shall not represent the CITY in any civil litigation or other matter in which COUNSEL has a conflict of interest except as provided in Paragraph 9.

2. PERSONNEL. Stephen P. Deitsch, a partner of Best Best & Krieger LLP, shall serve as City Attorney. Mr. Deitsch shall be responsible for the performance of services under this Agreement and the supervision of services performed by other attorneys and paralegals of COUNSEL. No change in this designation shall be made without the consent of the CITY.

3. TIME OF PERFORMANCE. The services of COUNSEL shall be performed expeditiously in light of the purposes of this Agreement.

4. COMPENSATION. The CITY shall pay COUNSEL for legal work undertaken based upon time spent by personnel. Time is accrued on an incremental basis for all work (minimum 0.2 hours). Fees shall be as follows:

<u>Staff</u>	<u>Hourly Rates</u>
Partner	\$140.00
Senior Associate	\$120.00
Junior Associate	\$105.00
Clerk	\$75.00
Paralegal	\$65.00

The fee schedule shall be valid through June 30, 1999 and shall be renegotiated annually to take effect July 1st, or as soon thereafter as practicable.

COUNSEL shall not bill CITY for travel time for attendance at up to two (2) City Council meetings each month. COUNSEL shall not bill CITY for travel time for attendance at up to two (2) Planning Commission meetings each month. COUNSEL shall continue to bill CITY for mileage expense incurred for attendance at all City Council and Planning Commission meetings (currently at the rate of \$0.29 per mile, but subject to annual adjustment in accordance with COUNSEL's standard mileage rate in effect from time to time). COUNSEL shall bill CITY for travel time for attendance at any additional City Council or Planning Commission meetings in any month, at the applicable hourly rates set forth above.

In recognition of the fact that COUNSEL is not billing CITY for travel time for the above-described City Council and Planning Commission meetings, CITY shall pay to COUNSEL the sum of Four Hundred Dollars (\$400.00) each month as a travel allowance.

In the event COUNSEL shall appear in court in behalf of CITY, or if COUNSEL shall appear at City Hall or elsewhere at the request of the City Council or the City Manager other than for the City Council or Planning Commission meetings for which COUNSEL has heretofore agreed not to bill CITY travel time, COUNSEL shall be entitled to bill CITY for travel time at the hourly billing rates listed above.

5. BOND COUNSEL SERVICES. Services in connection with financings and issuance of tax exempt or taxable securities shall be rendered at generally prevailing rates for such services as agreed upon by the parties at the time such services are rendered.

6. REIMBURSEMENT. In addition to payment of hourly fees, the CITY shall reimburse COUNSEL for such printing and copying expenses, telephone tolls, court fees, computer research time, travel expenses, and similar costs relating to legal services that are generally chargeable to a client. COUNSEL shall submit a statement of account for services monthly to the CITY. The CITY shall review COUNSEL's monthly statements and shall pay COUNSEL for services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

7. INSURANCE COVERAGE. COUNSEL carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance provides coverage which exceeds that required by the State of California. COUNSEL agrees to notify the CITY if this policy is canceled or non-renewed.

8. MUTUAL COOPERATION. COUNSEL and the CITY agree to cooperate to ensure that legal services are provided in an efficient and effective manner.

9. CONFLICT OF INTEREST.

A. COUNSEL has an extensive municipal and public law practice on a regional basis. COUNSEL represents a variety of public agencies in San Bernardino County, some of whom may interact with the CITY. COUNSEL will not represent the CITY and one of COUNSEL's public agency clients interacting with the CITY unless the CITY and the public agency client have consented in writing to such dual representation.

B. The CITY and COUNSEL understand and agree that COUNSEL is Legal Counsel for the Local Agency Formation Commission of San Bernardino County. COUNSEL is also General Counsel for Big Bear Area Regional Wastewater Agency ("BBARWA"). This Agreement constitutes the CITY's consent for COUNSEL to represent the CITY and the above-mentioned COUNSEL's public agency clients interacting with the CITY. The CITY may withdraw such consent by giving written notice of such withdrawal of consent to COUNSEL. COUNSEL will give written notice to the CITY of the non-consent of any of COUNSEL's public agency clients to such dual representation.

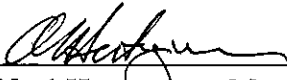
10. TERMINATION OF AGREEMENT AND LEGAL SERVICES. This Agreement and legal services to be rendered under it may be terminated upon 90 days written notice from either party, with or without cause. In the event of such termination, COUNSEL shall be paid for all work completed before termination.

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

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the CITY and COUNSEL.

Dated this 14th day of December, 1998.

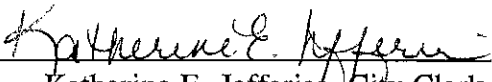
**CITY OF BIG BEAR LAKE**

By:   
Neal Hertzmann, Mayor

**BEST BEST & KRIEGER LLP**

By:   
Stephen P. Deitsch, Partner

*Attest:*

By:   
Katherine E. Jefferies, City Clerk

**AMENDMENT NO. 5 TO AGREEMENT  
FOR CITY ATTORNEY LEGAL SERVICES**

This Amendment No. 5 to Agreement for City Attorney Legal Services ("AMENDMENT NO. 5") is entered into by and between the CITY OF BIG BEAR LAKE ("CITY"), a California municipal corporation, acting on its own behalf and as the Successor Agency ("SUCCESSOR AGENCY") to the Big Bear Lake Improvement Agency ("IMPROVEMENT AGENCY"), and on behalf of the Big Bear Lake Fire Protection District ("FIRE DISTRICT") (CITY, SUCCESSOR AGENCY and FIRE DISTRICT are collectively hereinafter referred to as "CITY"), on the one hand, and BEST BEST & KRIEGER LLP ("COUNSEL"), a partnership engaged in the practice of law, with respect to that certain Agreement for City Attorney Legal Services dated December 14, 1998, as amended by Amendment No. 1 dated June 25, 2001, as further amended by Amendment No. 2 dated June 27, 2005, as further amended by Amendment No. 3 dated June 9, 2008, and as further amended by Amendment No. 4 dated March 31, 2014 (collectively, the "AMENDED CITY AGREEMENT").

**RECITALS**

A. Pursuant to the AMENDED CITY AGREEMENT, COUNSEL has provided legal services to CITY generally with respect to all matters within the purview of CITY. Such matters have included from time to time, by way of example, legal services pertaining to CITY'S Department of Water & Power, SUCCESSOR AGENCY and FIRE DISTRICT, all of which are governed by boards comprised of the members of the City Council of CITY or boards appointed by the City Council.

B. CITY and COUNSEL now desire and intend to amend the AMENDED CITY AGREEMENT to revise billing rates for legal services charged by COUNSEL to CITY, and paid by CITY to COUNSEL.

**AGREEMENT**

CITY and COUNSEL, agree as follows:

**SECTION 1. COMPENSATION.**

Section 4 of the AMENDED AGREEMENT entitled "COMPENSATION" is amended to read in its entirety as follows:

"Effective January 1, 2016, and for legal services rendered thereafter, CITY shall pay COUNSEL for legal work undertaken by COUNSEL for CITY based upon time spent by COUNSEL'S personnel. Time is accrued on an incremental basis for all work (minimum 0.2 hours). Fees shall be as follows:

GENERAL LEGAL SERVICES:

<u>Staff</u>	<u>Hourly Rates</u>
Partners/Of Counsel	\$230
Associates	\$200
Clerks and Paralegals	\$130

SPECIAL LEGAL SERVICES (defined as set forth in BB&K City Attorney Proposal dated October 10, 2014 as litigation; labor and employment; non-routine real estate, land acquisition and disposal; Successor Agency and housing matters; taxes, fees and charges matters; public construction disputes; non-routine contract negotiations; non-routine land use and development projects; environmental law; water law; tax and ERISA matters; toxic substances; complex public utility matters; renewable energy; energy efficiency project contracts; power purchase agreements; advocacy before other governmental bodies; and other matters mutually agreed upon):

<u>Staff</u>	<u>Hourly Rates</u>
Partners/Of Counsel	\$245
Associates	\$220
Clerks and Paralegals	\$140

On July 1, 2016 and each July 1 thereafter, all of the foregoing hourly rates shall be increased by an amount equal to the change in cost of living for the prior calendar year, as shown by the U.S. Department of Labor in its All Urban Consumers Index for the Los Angeles/Riverside/Orange Counties area.

COUNSEL shall bill CITY, and CITY shall pay COUNSEL, for any and all travel time at the foregoing applicable hourly rates, and for mileage (at standard mileage billing rates adopted by COUNSEL) and other actual travel expenses incurred by COUNSEL; provided, however, that billing for any and all travel time for attendance at regular City Council, Fire Protection District Board and Planning Commission meetings shall not exceed two (2) hours for round-trip travel, notwithstanding any actual travel time in excess thereof; and further provided that COUNSEL shall not bill CITY for any portion of travel time during which COUNSEL performs legal services (such as by cell phone) for other clients of COUNSEL.

In addition to the foregoing, CITY shall be a participant in COUNSEL'S Public Policy and Ethics Group Program ("PPEG") pursuant to which COUNSEL provides ongoing periodic memoranda on a shared flat fee basis to COUNSEL'S public entity clients on legal issues of interest or importance to public entities, including without limitation new legislative and case law matters. COUNSEL shall bill CITY, and CITY shall pay COUNSEL, for each fiscal year (July 1 through June 30) a flat fee of \$3,300 for participation in the PPEG (which is a discounted

rate from \$4,600 which is charged to COUNSEL'S other city participants).

Separate and apart from the foregoing, for any legal services provided by COUNSEL to CITY for which CITY receives segregated reimbursement specifically for that service (e.g., from a land use applicant, developer or other third party obtaining services from CITY), COUNSEL shall bill CITY, and CITY shall pay COUNSEL, standard private client rates published by COUNSEL and in effect at the time such services are rendered."

SECTION 2. CITY ATTORNEY EVALUATION.

CITY and COUNSEL understand and agree that the City Council shall conduct an evaluation of COUNSEL prior to June 1 of each year, at which time the City Council may, in addition to other matters, establish priorities for COUNSEL for the following year.

SECTION 3. REAFFIRMATION OF AMENDED CITY AGREEMENT.

CITY and COUNSEL reaffirm all terms and provisions of the AMENDED CITY AGREEMENT not inconsistent with, or not revised or amended in, this AMENDMENT NO. 5.

IN WITNESS WHEREOF, CITY and COUNSEL have executed this Amendment No. 5 as of the 13 day of ~~June~~<sup>July</sup>, 2016.

**CITY OF BIG BEAR LAKE**

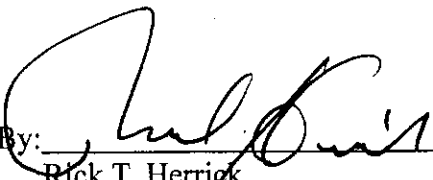
**SUCCESSOR AGENCY**

By:   
David Caretto, Mayor

By:   
David Caretto, Mayor

**CITY OF BIG BEAR LAKE FIRE  
PROTECTION DISTRICT**

**BEST BEST & KRIEGER LLP**

By:   
Rick T. Herrick,  
Fire District Board Chair

By:   
Stephen P. Deitsch, Partner

**ATTEST:**

By:   
City Clerk





2020 fee increase

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Ontario  
(909) 989-8584

**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

3750 University Avenue, Suite 125, P.O. Box 1028, Riverside, CA 92502  
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

**Alex Aldaco**  
(619) 525-1359  
alex.aldaco@bbklaw.com

March 6, 2020

City of Big Bear Lake  
Attn: Frank Rush, City Manager  
P.O. Box 10000  
Big Bear Lake, CA 92315-8900

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Frank,

In accordance with our current legal services agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, Riverside-San Bernardino-Ontario, CA area 2019 annual. The Index has increased by 2.9%; therefore, the hourly rates will be:

<u>General Legal Services</u>	<u>Rate/Hr.</u>	<u>Special Services</u>	<u>Rate/Hr.</u>
Partner / Of Counsel	\$ 261.00	Partner / Of Counsel	\$ 278.00
Associate / Associate 2	\$ 227.00	Associate / Associate 2	\$ 250.00
Clerk / Paralegal	\$ 148.00	Clerk / Paralegal	\$ 159.00

These rates will adjust automatically on July 1, 2020.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Stephen Deitsch.

Sincerely,

Alex Aldaco  
Client Services Coordinator  
for BEST BEST & KRIEGER LLP

cc: Jeff Mathieu, City Manager