

NEWBERRY COMMUNITY SERVICES DISTRICT

Established 1958

Board Minutes
June 25, 2019

Call the meeting to order. 6:13 p.m.

Pledge of Allegiance

President Springer asked all present to rise, face the flag and recite the Pledge of Allegiance.

Roll Call.

Present:

President Springer
Vice President Deel
Director Clark
Director Paulsen
Director Unger

Absent:

Also Present : General Manager Jodi Howard, District Treasurer Kerri Zurcher, Asst. Fire Chief Rogers and members of the public.

1. Approval of the Agenda

Motion Director Unger to approve agenda but table 4 (c). Legal Services to next board meeting July 23, 2019. Seconded Director Deel.

Vote: **Unanimous**

Motion Passed

2. Public Comments:

a. **General Public-** Ted Stimpfel requested CSD Board do a forensic audit on the Kiewit Funds. He wants the board to record meetings.

b. **Community Reports-**

County Supervisor- Representative for Supervisor Lovingood Christian Guntert reported the Fire Tax passed June 11, the 3% increase did not Pass.

Sheriff- *Report newberrycsd.net*

3. Reports

a. General Manager- * July 3rd is all ready to go.

* New led lighting will be installed in community center on Thursday.

* Water outside by ball field has been locked up need to let office know if you need to use the water for events so they can unlock it.

*Ballfield lights are being left on all night and staff has to come down and Shut off lights. Looking into timers for lights.

b. Staff

c. Strategic Planning Committee “Civic Hub”- Report on newberrycsd.net website.

4. Agenda Items-

a. Approval of Minutes for May 28 & June 3, 2019.

Motion Director Deel to accept minutes as presented. Seconded Director Clark.

Vote: **Unanimous**

Motion Passed

b. Approve Bills Paid and Presented.

Motion Director Paulsen to approve bills paid and presented. Seconded Director Clark.

Vote: **Unanimous**

Motion Passed

c. Approval of Legal Services with Devaney Pate Morris & Cameron.

Tabled to July 23, 2019 Board Meeting.

d. Kiewit Pacific Fund Information

Discussion- documents at CSD office for public review.

**Board Min.
6-25-19 pg.3**

e. Approve FY 19/20 Budget

Motion Director Deel to approve budget as presented. Seconded Director Clark

Vote: **Unanimous**

Motion Passed

f. Parking for July 3rd.

Discussion

5. Old and New Business

Treasurer transfer savings into general fund for start of new FY.

6. Directors Comments

7. Adjournment: 7:30 p.m.

Board Secretary

Board President

LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between Devaney Pate Morris & Cameron, LLP, hereinafter referred to as "Law Firm" and Newberry Springs Community Services District, referred to as "Client".

This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section. This Agreement is intended to be retroactive for work beginning on May 31, 2019.

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm to Client pursuant to this Agreement are as follows: Representation, counsel and consultation in connection with the matter known as *City of Barstow, et al., v. City of Adelanto*, Riverside Superior Court Case No. CIV 208568, and as directed by Client concerning the litigation.

3. **RESPONSIBILITIES OF LAW FIRM AND CLIENT.** Law Firm will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Jeffery A. Morris, Esq. is intended to be the Law Firm attorneys primarily responsible for the representation related to the services for Client. Client will cooperate with the Law Firm in providing information and will timely make any payments required by this Agreement.

4. **ATTORNEY'S FEES.** Client will pay Law Firm for attorney's fees for the legal services provided under this Agreement at the respective hourly rates of the individuals providing the services. The rate shall be \$225.00 per hour blended for partners and associates, and \$110.00 per hour for paralegals. The Law Firm will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Unless the Firm agrees in writing to a fixed fee, the Firm's compensation for legal services rendered for Client's matters ("Fees") will not be a fixed amount and the payment of fees is not contingent upon any event, but rather will be an amount based primarily upon the time devoted to Client's matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on Client's behalf and all other work related to Client's matters. Firm will charge for travel time, on a portal to portal basis, both local and out of town.

If, while this Agreement is in effect, Law Firm increases the hourly rate being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to clients.

Client acknowledges that Law Firm has made no promises about the total amount of attorney's fees to be incurred by Client under this Agreement.

5. **COSTS.** Client will pay all "costs" in connection with Law Firm's representation of Client under this Agreement. Costs will be billed directly to Client unless, at the option of Law Firm, costs are advanced by Law Firm. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, process server fees, and trial exhibits and equipment, as well as any other items generally accepted as "costs".

6. **STATEMENTS AND PAYMENTS.** Law Firm will send Client monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed.

7. **Arbitration. CLIENT UNDERSTANDS AND AGREES THAT ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING CLAIMS OF MALPRACTICE OR BILLING DISPUTES) OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN SAN DIEGO COUNTY, CALIFORNIA BEFORE ONE ARBITRATOR WHO IS A NEUTRAL JUDGE. CLIENT**

SPECIFICALLY WAIVES ALL RIGHTS TO A JURY TRIAL BY AGREEING TO ARBITRATION. The arbitration shall be administered by Judicate West pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules. (If Judicate West is unavailable, the parties will agree to an arbitrator who will decide which rules to apply. If the parties cannot agree to an arbitrator, the San Diego County Superior Court will select an arbitrator and such arbitrator shall determine which rules to apply.) Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

If either party to Arbitration alleges in the demand for arbitration, correspondence, pleadings, discovery or anything filed with the arbitrator, that the amount in dispute exceeds \$250,000, then the arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. In such cases, the arbitrator shall issue a tentative award, permit the parties to file briefs and then issue a final award, setting forth the arbitrator's reasoning on issues of fact and law, set forth in the Code of Civil Procedure.

By signing this Agreement, Client and Firm confirm they read and understand this Arbitration section, and voluntarily agree to binding arbitration. In doing so, Client and Firm voluntarily give up important Constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent

lawyer of Client's choice review these arbitration provisions and this entire Agreement prior to signing this Agreement.

8. **ERRORS AND OMISSIONS INSURANCE.** The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered under this Agreement.

THE FOREGOING IS AGREED TO BY:

DATED: _____, 2019

NEWBERRY SPRINGS COMMUNITY
SERVICES DISTRICT

By: _____
Jodi Howard
General Manager

DATED: _____, 2019

Devaney Pate Morris & Cameron, LLP

By: _____
Jeffery A. Morris, Esq.