

**AGREEMENT FOR LEGAL SERVICES BETWEEN THE CALIFORNIA
STORMWATER AUTHORITY (CSA) AND
GILBERT A. TRUJILLO, ESQ.**

This Agreement is made by and between the CALIFORNIA STORMWATER AUTHORITY (“CSA”) and Gilbert A. Trujillo, Esq. (“Attorney”).

RECITALS

- A. CSA is a newly created Joint Powers Authority. The California Stormwater Quality Association (“CASQA”) is a California nonprofit corporation which has been appointed to serve as the initial Administering Entity for the CSA. CASQA needed prompt access to legal services from attorneys whose qualifications have been reviewed and approved by CASQA’s Board of Directors according to terms which have been agreed to in advance; and
- B. CASQA on behalf of the CSA requested proposals for legal counsel on August 17, 2018; and
- C. Attorney submitted a proposal dated August 21, 2018 to provide legal services to CSA;
- D. CSA desires to hire Attorney to provide legal services as an independent contractor.

Now, therefore, CSA and Attorney agree as follows:

- 1. CSA hereby hires Attorney to provide legal services as specified in this Agreement.
- 2. Attorney shall be paid at the hourly rate of \$185 as needed for legal services. CSA makes no promise that any minimum number of hours will be requested. The term of this contract is from September 5, 2018 to June 30, 2019, with the possibility of extensions to be decided by the CSA Board of Directors. These services include:
 - a. Attendance at CSA Board of Director meetings.
 - b. Other non-litigation general services including, but not limited to, document drafting, document review, attendance at meetings and hearings other than CSA Board meetings, and rendering legal opinions to the CSA Board or Executive Director.
- 3. Attorney shall provide the services referred to in Paragraph 2 only as requested by the Executive Director of CSA or by the Board of Directors of CSA. However, neither the CSA nor the Executive Director may supervise, direct or control the Attorney in providing of services.
- 4. Attorney agrees to provide services in a prompt and competent fashion and will determine the order and sequencing of the services. It is understood that Attorney is free to engage in employment or to serve as independent consultants elsewhere and it will be necessary

to provide adequate notice to Attorney of the need for services referenced in Paragraph 2 above.

5. Attorney will prepare monthly billing statements for services. The Executive Director of CSA will approve legal fees as part of the general warrant approval process prior to payment.

6. Attorney will be responsible to communicate with the Board or Executive Director to request clarification relating to services to be performed under this Agreement.

7. Attorney will provide, at his expense, all assistants, office space, tools, equipment, training, licensing, malpractice insurance, and legal libraries necessary to complete services under this Agreement. Attorney will not expense the District for long distance phone calls, photocopying, emailing or secretarial time. Bulk copying and mailing to be expensed at direct cost.

8. Attorney will bill an hourly rate of \$90 for travel time. Other expenses and travel costs to be billed per CSA policy.

9. Upon Attorney's recommendation and authorization from the CSA Board and/or Executive Director, the District will retain Special Counsel to associate with or supplement the services of legal counsel.

10. Attorney will comply with Federal, State and CSA conflict-related rules and regulations. Attorney agrees to at all times avoid conflicts of interest, with the interests of CASQA or CSA in the performance of legal services. Attorney further agrees to avoid personal involvement in situations which are inconsistent or incompatible with providing legal services to CASQA or CSA. Attorney will file form 700 Statements of Economic Interest as a consultant.

11. Any modifications to this Agreement must be in writing and signed by the party to be charged. This Agreement may be terminated by CSA providing 30 days' written notice to Attorney. Attorney may terminate this Agreement by providing 30 days' prior written notice to CSA.

12. Notices required under this Agreement shall be sent to the following:

CSA: Gerhardt Hubner
Executive Director
California Stormwater Authority
P.O. Box 5743
Ventura, CA 93005
With a copy to: www.californiastormwaterauthority and
info@casqa.org

ATTORNEY: Gilbert A. Trujillo, Esq.
P.O. Box 2305

Avila Beach, CA 93424
With a copy to: gat1848@comcast.net

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – 5 calendar days after deposit into United States Mail, first-class postage prepaid.
- (b) If by express courier service or hand-delivery – on the date of receipt by the receiving party.

Addresses set forth for notices may be changed upon written notice to CSA or Attorney, as appropriate.

13. Attorney agrees to cooperate with CSA and subsequent CSA legal counsel to assist in an orderly transition of legal services, including providing files to succeeding CSA legal counsel. Attorney will charge CSA for services referenced in this paragraph according to paragraphs 2 and 7 above.

14. Indemnification. Except in the event of reckless or intentional misconduct by Attorney, and excluding any motor vehicle accidents or professional liability claims, CSA agrees to indemnify, hold harmless, and defend Attorney from any and all charges, complaints, claims, liabilities, obligations, demands, suits, actions, damages, debts and expenses (including attorney's fees and costs actually incurred) hereinafter made, or brought, arising out of the attorney services performed by Attorney within the scope of this Agreement.

15. This Agreement is effective as of September 5, 2018.

CSA:

By: Gerhardt Hubner, Executive Director

Date:

ATTORNEY:

By: Gilbert A Trujillo, Esq.

Date: