

## LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered into this 3<sup>RD</sup> day of June, 2014, by and between the Orange County Cemetery District ("District") and the Law Offices of Quintanilla & Associates (the "Firm").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. The District is in need of General Counsel legal services.
2. The Firm represents that it is qualified by virtue of experience, training, education and expertise to accomplish the services necessary under this Agreement.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement.

Subject to the early termination provisions set forth in this Agreement below, the term of this Agreement shall be on an at-will basis.

2. Services to be Provided.

The Firm shall designate Steven B. Quintanilla to serve as General Counsel for the District under this Agreement (unless otherwise directed by the District) and provide the District the services as described in the scope of work attached hereto as Exhibit A.

3. Compensation – The Firm shall be compensated as follows:

3.1 *Fee Schedule.* The Firm shall provide the subject services, including all basic and special services at the following rates:

Attorneys	- \$150.00 per hour
Paralegals	- \$100.00 per hour

3.2 *Billing.* The Firm agrees to provide detailed invoicing of all billing for services on a monthly basis. Monthly invoices shall begin on the first of the month following the execution of the Agreement herein. All charges must be itemized by the Firm, showing in detail the work task performed during the billing entry. All charges must be presented in a line item format and in a manner such that each task is separately explained in reasonable detail, and with a specific time allocation recorded, for each task. The invoice shall include the amount, billing rate and basis for calculation of all fees and costs.

All billing for work performed under this Agreement shall be sent to the following:

Orange County Cemetery District  
25751 Trabuco Road  
Lake Forest, CA 92630  
Attn: Tim Deutsch, General Manager  
Facsimile: (949) 951-0236  
Electronic Mail: t.deutsch@orccd.com

3.3 *Reimbursements for Expenses.* The Firm shall keep accurate records of all costs, travel and expenses. These records shall be made available to the District upon reasonable request.

The District will reimburse actual, reasonable and necessary out of pocket expenses incurred by the Firm in performing any services under this Agreement as follows:

- a. Photocopying charges at actual cost to the Firm.
- b. Facsimile charges at actual cost to the Firm.
- c. Computerized legal research at the actual amount charged to the Firm.
- d. Parking fees at the actual amount charged to the Firm.
- e. Travel/Mileage at the rate then in effect for permitted reimbursement by the Internal Revenue Service. The Firm shall not be reimbursed for mileage between either of the Firm's offices and the District's offices.
- f. Statutory fees, witness fees, reporters fees, stenographic transcription, jury fees and the cost of serving process actually incurred by the Firm.
- g. Charges from third parties relating to the District's business actually incurred by the Firm.

To obtain reimbursement, the Firm shall submit a monthly summary of expenses simultaneously with billing invoices.

3.4 *Expert Consultations and Witnesses.*

Expert consultations and witnesses, and any investigators, may be retained on terms acceptable to the District, authorized and approved in advance, for which the District shall reimburse the Firm or pay investigators, consultants or experts directly. In no event shall the Firm retain any service of any expert, investigator or consultant without first receiving express authorization and approval from the District.

4. Insurance.

4.1 *Professional Errors and Omissions Insurance.*

The Firm shall obtain and maintain in full force and effect at all times Professional Errors and Omissions Liability Insurance. Such insurance shall provide coverage in an amount not less than three million dollars (\$3,000,000) per occurrence. The insurance policy required under this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, given to the District.

Said insurance policy shall provide coverage to the District for any damages or losses suffered by the District as a result of any error or omission, or neglect by the Firm which arise out of the services rendered under this Agreement.

The Firm shall, within ten (10) days after entering into this Agreement, deposit with the District a certificate of insurance certifying that all insurance required herein is, and will be, in full force and effect from the time the Agreement is entered into until completion or termination of this Agreement. The Certificates of Insurance must be renewed at least fifteen (15) days prior to expiration.

All insurance required shall be carried only by responsible insurance companies licensed to do business in California and shall name as additional insured the District, its officials, officers, employees, agents and representatives. All policies shall contain language to the effect that: (1) the insurer waives any right of subrogation against the District and the District's officials, officers, employees, agents, and representatives; (2) insurance shall be primary non-contributing and any other insurance carried by the District shall be excess over such insurance; and, (3) such insurance shall not be cancelled or materially changed except after thirty (30) days notice by the insurer to the District by certified mail. The Firm shall furnish the District with copies of all applicable policies promptly upon receipt.

Nothing in this section shall be construed to make the Firm other than an independent contractor/consultant for all purposes.

The Firm agrees to notify the District in the event that the limits shall fall below the coverage stated above or if the insurance policies noted here are allowed to lapse and substitute insurance is, or is not, obtained.

4.2 *Workers Compensation Insurance.*

The Firm shall obtain and maintain workers compensation insurance in accordance with section 3700 of the California Labor Code, unless exempt.

5. Indemnification.

The Firm agrees to protect, hold harmless, defend, and indemnify the District, its employees, elective or appointive boards, officers, agents, agenda and affiliates, from any and all loss, claims liabilities, expenses, or damages of any nature whatsoever, including attorneys fees, arising out of or in any way connected with the performance of, or services rendered by, the Firm, the Firm's agents, officers, employees, sub-contractors or independent contractors of the Firm, except where the loss or liability is due to the negligence or willful misconduct of the District.

6. District Agent.

The General Manager is the District's agent for purposes of this Agreement. Whenever authorization or approval is required, the Firm understands that the General Manager has the authority to provide the authorization or approval.

7. Independent Contractor.

The Firm, and anyone employed by the Firm, are not and shall not be, deemed employees of the District. The Firm is solely responsible for the payment of employment taxes, workers compensation taxes, and any other taxes for employees.

8. Conflict of Interest.

The Firm represents that it presently has no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the District which may be affected by the services to be performed by the Firm under this Agreement. The Firm further agrees that no person having any such interest shall be employed by them. If the Firm, or their employees, acquires a direct or indirect personal interest, such interest shall be immediately disclosed to the District and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on the Firm by the Business and Professions Code and by California Rules of Professional Conduct, the Firm represents that no attorney of the Firm shall represent clients before any board, commission, committee or agency of the District or represent any client with interests adverse to the District, unless a bona fide conflict of interest waiver is executed by both the District and other applicable parties. Furthermore, the Firm shall at all times avoid conflicts of interest or the appearance of a conflict of interest in performance of this Agreement. The Firm shall immediately notify the District's General Manager of any circumstances, or change of circumstances, that may provide for the potential for a conflict of interest, or actual conflict of interest.

9. Non-Liability of Officials/Employees of the District.

No official or employee of the District shall be personally liable for any default or liability under this Agreement.

10. Compliance with Law.

The Firm shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments. In addition, the Firm agrees to abide by all ethical and moral standards as represented by the Rules of Professional Conduct as applied to the California State Bar.

11. Work Product.

All documents, or other information developed or received, by the Firm shall be the property of the District. The Firm shall provide the District with copies of items upon reasonable demand or upon termination of this Agreement.

12. Notices.

All notices shall be personally delivered or mailed, via first class mail, to the below listed address. In addition, such addresses shall be used for delivery for service of process. The Firm agrees to notify the District within ten (10) days of the date of any change of address and agree to keep an updated address with the applicable Courts on any matters that the Firm is representing the District.

a. Mailing Address of the Firm is as follows:

Steven B. Quintanilla, Attorney at Law  
Law Offices of Quintanilla & Associates  
P.O. Box 176  
Rancho Mirage, CA 92270  
Electronic Mail: sbqlaw@qalawyers.com

b. Address of the District is as follows:

Orange County Cemetery District  
25751 Trabuco Road  
Lake Forest, CA 92630  
Attn: Tim Deutsch, General Manager  
Facsimile: (949) 951-0236  
Electronic Mail: t.deutsch@orccd.com

13. Early Termination of Agreement.

The District shall have the right to terminate this Agreement with or without cause at any time. The Firm shall have the right to terminate this Agreement with 30 days prior notice to the District. The Firm, however, shall not substitute out as the Firm of record on any matters in which they may be representing the District without first obtaining written consent from the District, or first obtaining an appropriate court order, allowing the Firm to withdraw as counsel of record.

14. Limitations Upon Assignment/Subcontracting.

The Firm agrees that no portion of their performance or services rendered under this Agreement shall be assigned by the Firm or subcontracted to any other without prior written authorization and approval of the District.

15. Non-Discrimination.

The Firm represents that it is an equal opportunity employer and shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

16. Time of Essence.

Time is of the essence in the performance of this Agreement.

17. Authority to Execute.

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement as herein stated.

18. Entire Agreement.

This Agreement represents the Parties' final and mutual understanding. This Agreement supersedes any previous agreements, oral or written.

19. Modification.

This Agreement shall not be modified or replaced except by another signed, written Agreement, properly executed by the parties.

20. Waiver.

The waiver of any breach or any provision of this Agreement does not waive any other breach of that term, or any other term, in this Agreement.

21. Partial Invalidity.

If any part of this Agreement is found for any reason to be unenforceable, all other parts nonetheless shall remain in force.

22. Governing Law.

This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any action commenced regarding this Agreement shall be filed in the Orange County Superior Court.

23. Interpretation.

This Agreement shall be interpreted as though prepared by both parties.

24. Survival.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the District and the Firm shall survive the termination of this Agreement.

[THIS PORTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown hereinabove.

Date: 6-4-14

ORANGE COUNTY CEMETERY DISTRICT

By: William E. Nelson  
William E. Nelson, Chair

Date: 6-4-14

ATTEST:

By: Mary Funk  
Mary Funk  
Board Secretary

Date: 6/3/14

Law Offices of Quintanilla & Associates

By: Steven B. Quintanilla  
Steven B. Quintanilla, Attorney at Law



## EXHIBIT A

### SCOPE OF WORK

The Firm will perform services for the District on an as-needed basis. Duties and responsibilities shall include the following:

1. Advise the Board of Trustees and General Manager on special district government legal matters including the Brown Act and parliamentary procedures for running meetings, and public official conflict requirements.
2. Attend all Board meetings, as required, either in person or by telephone. Attend other meetings as assigned by the General Manager or Chair.
3. Review Board agenda and prepare reports for monthly meetings as requested by General Manager or Board of Trustees.
4. Coordinate and manage the services and costs of all outside legal counsel.
5. Advise the Board of Trustees and General Manager on commencement or defense of litigation to protect District interest, and litigate such issues as directed.
6. Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other agreements entered into by the District as requested by the General Manager.
7. Research and submit legal opinions on special district or other legal matters as requested by the Board of Trustees or the General Manager.
8. Provide written updates on new State and Federal legislation and judicial decisions impacting the District and suggest action or changes in operations or procedures to assure compliance.
9. Perform legal work pertaining to land use issues including but not limited to property acquisition, property disposal, public improvements, dedications, and rights-of-way.
10. Partner with the Board of Trustees and the General Manager to find creative legal solutions to implement Board policies and assist the District in fulfilling its mission.
11. Provide guidance on personnel matters, including employee disciplinary and grievance matters.
12. Work with General Manager, representing the District on negotiations with Union.
13. Enforce District ordinances and regulations through administrative and judicial actions as requested by the Board of Trustee and General Manager.
14. Promptly return all phone calls and emails from the Board of Trustees and General Manager.