AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
MOULTON NIGUEL WATER DISTRICT
BEST BEST & KRIEGER LLP

1. PARTIES AND DATE.

This Agreement is made and entered into as of the 1st day of September, 2015, by and between the Moulton Niguel Water District, a public agency, ("Client") and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K").

2. RECITALS.

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all necessary legal services for Client on the terms set forth below. Client wishes to initially engage the services of BB&K on a trial basis for an anticipated period of one (1) year. In the event Client wishes to continue with BB&K as its General Counsel beyond that time period, this Agreement will serve to set forth the terms and conditions for providing services during the trial phase as well as on a more permanent basis. However, as set forth herein, BB&K serves at the will and pleasure of Client and BB&K's services can be terminated at any time, regardless of BB&K's official status.

2.2 The parties desire to enter into this Agreement in order to set forth the terms and conditions for the provision of legal services.

3. TERMS.

3.1 Term and Termination The term of this Agreement shall commence on September 1, 2015 and shall continue in effect for one (1) year ("First Term"). On or before expiration of the First Term, Client may elect to extend the term of this Agreement. Notwithstanding the foregoing, this Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by Client and performed up through and including the effective date of termination.

3.2 Scope of Services BB&K shall serve as General Counsel and perform legal services ("Services") as may be required from time to time as set forth by this Agreement and as otherwise agreed to by Client and BB&K.

3.3 General Counsel Services General Counsel Services include the following:

(a) Preparation for and attendance at meetings of Client;
(b) Preparation/review of ordinances/resolutions, staff reports and agreements;
(c) Ralph M. Brown Act;
(d) California Public Records Act;
(e) Conflicts of Interest/Ethics;
(f) Government Tort Claims Act and Risk Management.

provision of legal services to Client, said travel time to and from said location will be at the rates set forth above. Travel time will be calculated starting from BB&K's Irvine office.

(d) Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for herein shall be subject to adjustment upon at least thirty (30) days written notice to Client prior to July 1st of each year as follows: On July 1, 2016 and every July 1st thereafter during the term of this Agreement, they shall be increased by the percentage change in the Consumer Price Index (All Urban Consumers, Los Angeles-Anaheim-Riverside area) for the prior calendar year; provided, however, that such adjustment shall never be lower than zero percent (0%). In addition to the automatic rate adjustments, either BB&K or Client may initiate consideration of a rate increase at anytime; provided, however, that such an additional rate increase shall not occur without the express written consent of Client.

(e) Cost Reimbursement. Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, computerized research time (e.g. Lexis or Westlaw), extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

(f) Billing. BB&K shall submit monthly to Client a detailed statement of account for Services. Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.8 Annual Reviews. Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.9 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.10 Attorney-Client Privilege. Confidential communication between Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means which, so far as Client is aware, discloses the information to no third persons other than those who are present to further the interests of Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

IN WITNESS WHEREOF, Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

MOULTON NIGUEL WATER DISTRICT

By: _____
Joone K. Lopez
General Manager

BEST BEST & KRIEGER LLP

By: _____
Jeff Ferre
Partner

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

BEST BEST & KRIEGER

Jake Vollebregt

Associate

Jake Vollebregt focuses on public law, land use and municipal code enforcement litigation. He serves as deputy city attorney and deputy agency counsel for several cities, special districts and other government entities in Southern California. He frequently advises public officials on government transparency and ethics laws, including the Ralph M. Brown Act, the Public Records Act and the Political Reform Act. He also advises public agencies on public finance, public works, procurement, affordable housing and elections law.

Jake advises both public entities and developers on land use approvals and entitlement due diligence and application processing. His areas of experience include development agreements, subdivisions, conditional use permits, alcohol licensing, public-private partnerships, CC&Rs, easements and dedications, impact fees and the Quimby Act. Jake works closely with attorneys in the firm's Environmental & Natural Resources practice group and outside consultants to guide projects through environmental review pursuant to California Environmental Quality Act and the National Environmental Policy Act.

Before joining BB&K, Jake served as a judge advocate in the United States Marine Corps from 2008 to 2013. His tour included assignments as trial counsel, legal assistance attorney, and fiscal law and contracting counsel.

Jake received his law degree with a certificate in taxation from the Fowler School of Law at Chapman University. During law school, he was a member of the Moot Court Honor Board and served as an extern for the Tax Division of the U.S. Attorney's Office in Los Angeles and the Hon. William M. Monroe, Superior Court of California in Santa Ana.

Jake was born and raised in Orange County. He and his wife Jessica have two children and reside in Aliso Viejo, Calif.

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Education

Chapman University, J.D.
Gonzaga University, B.A.

Admissions

California
United States District Court, Southern District of California
United States Court of Federal Claims
United States Tax Court

Activities

Community Involvement

- Urban Land Institute (Young Leaders Group Mentorship Program Co-Chair, Infrastructure Initiative Council)
- South Orange County Regional Chamber of Commerce, Board of Directors
- South Orange County Economic Coalition, Board of Directors
- OC Veteran Business Network

BEST BEST & KRIEGER LLP

Jeffry F. Ferre

Partner

Jeff Ferre has more than 27 years experience representing public clients on a variety of public law matters, including the Brown Act, conflict of interest laws, finance/rates and charges and the Public Records Act. Jeff serves as general counsel to a number of public agencies and water districts. He is a partner at Best Best & Krieger LLP and is the firm's Environmental Law & Natural Resources and Special Districts practice group leader.

Jeff serves as general counsel to the Cucamonga Valley Water District, the Western Municipal Water District, the Coachella Valley Water District, the Twentynine Palms Water District, the San Gorgonio Pass Water Agency, and the Big Bear Fire Authority, among others. In his capacity as general counsel, Jeff regularly attends meetings of boards of directors and provides advice on all aspects of governing a public agency, including the introduction and adoption of minute orders, resolutions and ordinances. This work often requires assisting clients on the timing and structure of public hearings and presentations to the public.

Jeff assists municipalities and utilities in forming Joint Powers Agencies to address the need for public agencies to work closely together to share scarce resources - including water treatment plants and fire protection services. This results in more efficient and cost-effective operations for the public agencies, and better services for their constituents.

Jeff has served on a number of committees that have addressed issues such as implementation of Proposition 218, which deals with the adoption of public agency rates and charges. Jeff regularly conducts training courses on areas of interest to special districts and provides ethics training to public officials as required by AB 1234.

Jeff received his law degree from the University of the Pacific, McGeorge School of Law. He received his bachelor's degree from the University of Redlands.

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Educatic
University of the Pacifi
McGeorge School of Law, J.I
University of Redlands, B..

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