

**Representation Agreement with
Rutan & Tucker LLP for LAFCO 3177**

Attachment 3

RUTAN & TUCKER, LLP

AGREEMENT FOR PROVISION OF LEGAL SERVICES

This AGREEMENT FOR PROVISION OF LEGAL SERVICES ("Agreement") is entered into as of March ___, 2014, by and between RUTAN & TUCKER, LLP, a limited liability partnership including professional corporations ("Attorney"), and SAN BERNARDINO COUNTY LOCAL AGENCY FORMATION COMMISSION ("Client").

1. Scope of Agreement

Client retains Attorney to provide the following legal services: Advise Client on California Environmental Quality Act ("CEQA") and Cortese-Knox legal compliance issues in connection with an annexation application that was filed by the City of Fontana ("City") pertaining to certain lands that are located within the City's sphere of influence. Attorney hereby designates John A. Ramirez, a partner of Attorney, as the lead counsel to provide legal services under this Agreement; provided, however, that the lead counsel shall have the discretion to utilize the services of any of the partners, associates, or staff of Attorney in connection with services to be undertaken under this Agreement.

2. Duties of Attorney and Client

Attorney shall provide those legal services reasonably required to represent Client in the matter described in Paragraph 1 of this Agreement, including but not limited to preparation of pleadings and court documents, attendance at court hearings, review of Client documents and applicable laws, legal research, client conferences, and attendance at conferences with third parties when reasonably required by Client. Attorney shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

Client shall cooperate with Attorney, keep Attorney informed of all developments, documents, or facts that would affect the provision of Attorney's services described in Paragraph 1 of this Agreement, perform all obligations Client has agreed to perform under this Agreement, and pay in a timely manner all of Attorney's statements for services performed and costs incurred.

3. Billing Rates

Client agrees to pay for Attorney's legal services for all work performed by Attorney at the hourly rate of Two Hundred Seventy Five Dollars (\$275.00). This is a significant discount off of Attorney's regular hourly rate. This rate is subject to periodic adjustment.

4. Costs and Expenses

Client shall reimburse Attorney for all actual costs and expenses incurred by Attorney, including but not limited to court filing fees; court reporter fees; long-distance and mobile telephone calls, electronic mail, messenger and other delivery fees; postage in excess of \$1.00 per item; photocopying; parking and tolls; mileage at \$0.25 per mile for travel outside of Orange County, California; charges for computer research and text editing; and charges for clerical staff

overtime necessitated by Client's (but not Attorney's) time demands. Attorney shall not bill Client for travel, meal, or lodging expenses for travel within Orange County.

5. Statements

Client shall be responsible for payment of the entire invoice(s) transmitted by Attorney for services rendered and costs incurred. Attorney shall send Client a statement for fees and costs incurred on a monthly basis. Attorney's statements shall clearly indicate the basis thereof, including the amount, rate and basis of calculation of Attorney's Fees.

Client shall notify Attorney promptly in writing if Client disputes any entry for legal services or costs on any statement; and if Client fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Attorney and Client.

Attorney's billing statements shall be due and payable within thirty (30) days after receipt. In the event any statement remains unpaid past the due date(s) specified herein, interest thereon at the rate of ten percent (10%) per annum shall be due and payable from the date of the statement until the date of ultimate payment of the statement and all accrued interest.

Client acknowledges that if any amount owing under this Agreement remains unpaid for in excess of ninety (90) days after the date such amounts are originally billed, Attorney, in his sole discretion, may seek to cease his or her representation of Client. In such a situation, Client will execute any and all such documents necessary to release Attorney of any and all obligations to continue to represent Client, regardless of when such decision is made. Such written consent shall be made within seven (7) days of the date Attorney notifies Client of his decision to seek to end representation of Client under the terms of this section.

6. Disclaimer of Guarantee

Attorney has made no representations, promises, warranties or guarantees to Client, expressed or implied, regarding the outcome of Client's matter, and nothing in this Agreement shall be construed as such a representation, promise, warranty or guarantee.

7. Future Work for Others

It is understood and agreed that Attorney's representation of Client is for the specific purposes set forth in Paragraph 1 above, and Client agrees that Attorney may represent parties in the future on matters that may be before Client and/or adverse to Client, so long as such future representation does not involve confidential information which Attorney gained from its representation of Client pursuant to this Agreement.

Client further expressly acknowledges that Attorney represents numerous municipalities in Southern California as city attorney and general counsel. While neither Client nor Attorney presently anticipate that any of the legal services to be provided under this Agreement will involve any of those municipalities, Client understands and agrees that Attorney intends to continue to represent those municipalities and governmental entities during the course of performing services under this Agreement, and agrees not to attempt to disqualify Attorney from such representation in the future.

8. Termination or Conclusion

Client may discharge Attorney at any time, with or without cause, by written notice to Attorney and Attorney may discharge Client at any time, with or without cause, by written notice to Client. Attorney and Client shall each execute any documents reasonably necessary to complete discharge or withdrawal. Attorney shall, upon demand therefor by Client, deliver Client's file to Client at or after the termination or conclusion of Attorney's services.

Upon the termination or conclusion (by discharge or by withdrawal) of Attorney's services hereunder, all unpaid charges for services rendered and costs incurred or advanced through the date of termination or conclusion shall become immediately due and payable.

9. Integration

This Agreement represents the entire understanding of Attorney and Client as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. Except for the modification or adjustment of billing rates as set forth in Paragraph 3 hereinabove, this Agreement may not be modified, altered, or amended except in writing by Attorney and Client.

RUTAN & TUCKER, LLP

**SAN BERNARDINO COUNTY
LOCAL AGENCY FORMATION
COMMISSION**

By: _____
John A. Ramirez
Partner

By: _____
Kathleen Rollings-McDonald
Executive Officer