



BOARD OF DIRECTORS SPECIAL MEETING

Kelly Gregg *President*

James Roberts III *Vice President*

Jose Gonzalez *Director*

Roman Aguilar III *Director*

Shawna Irish *Director*

Kyle Woolley *General Manager*

HESPERIA RECREATION AND PARK DISTRICT

Tuesday, February 20, 2024 – 6:00 p.m.

Lime Street Park Community Center

16292 Lime Street, Hesperia, CA 92345

AGENDA

THE PUBLIC MAY PARTICIPATE VIA TELECONFERENCE BY DIALING:

+1 (312) 757-3121, ACCESS CODE: 659-657-549

OR, JOIN THE MEETING FROM YOUR COMPUTER, TABLET, OR SMARTPHONE:

<https://meet.goto.com/659657549>

PLEASE MUTE YOUR PHONE UNLESS YOU WISH TO SPEAK

CALL TO ORDER

- a. Attendance

FLAG SALUTE

MESSAGE TO THE PUBLIC/PUBLIC COMMENTS

Welcome to this Board of Director's Special Meeting. The Board encourages public participation. If you desire to address the Board on any item on the Agenda, you are asked to please fill out one of the speaker forms in the back of the meeting room and turn it in to the General Manager. When called upon, please come forward, and state your name and address, if you wish, before addressing the Board.

CONSENT ITEMS

- A. Consideration of Interim General Counsel Contract with Bracy Hawkins Law, P.C.
- B. Consideration of Special Counsel Contract with Steve A. Filarsky, Attorney at Law

DISCUSSION/ACTION ITEMS

None

CLOSED SESSION ITEMS

None

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for February 28, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

It is the intent of the Hesperia Recreation and Park District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Hesperia Recreation and Park District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (760) 244-5488, at least 48 hours prior to the meeting, to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Board Meeting documents can be reviewed by the public at the District Office, 16292 Lime Street, Hesperia, CA - Monday through Friday, 8:30 a.m. to 5:00 p.m.

**CONTRACT SERVICES AGREEMENT FOR
HESPERIA RECREATION AND
PARK DISTRICT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR LEGAL SERVICES (“AGREEMENT”), is made and effective as of [Insert date], between the HESPERIA RECREATION AND PARK DISTRICT, a Special District organized and operating under the laws of the State of California with its principal place of business at 16292 Lime St, Hesperia CA 92345 (hereafter referred to as the “DISTRICT”) and BRACY HAWKINS LAW, P.C., a California Professional Corporation with its principal place of business at 468 W 5th Street Suite 104, San Bernardino, CA 92401 (hereafter referred to as the “CONSULTANT”). DISTRICT and CONSULTANT are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties.”

RECITALS

The DISTRICT is a Public District of the State of California and needs professional legal services.

- A. CONSULTANT is duly licensed and has the necessary qualifications to provide such services.
- B. The Parties desire by this AGREEMENT to establish the terms for the DISTRICT to retain CONSULTANT to provide the services described herein.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

AGREEMENT

I. INCORPORATION OF RECITALS

The recitals above are true and correct and are hereby incorporated herein by this reference.

II. TERM

This AGREEMENT shall commence on [Insert date] and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this AGREEMENT.

III. SERVICES

CONSULTANT shall provide the DISTRICT with legal services to include advisement and representation relating to legal issues that arise and as assigned.

IV. PROFESSIONAL PRACTICES

CONSULTANT warrants that CONSULTANT is familiar with all laws that may affect its performance of this AGREEMENT and shall advise DISTRICT of any changes in any laws

that may affect CONSULTANT's performance of this AGREEMENT. CONSULTANT further represents that no DISTRICT employee will provide any services under this AGREEMENT.

V. PERFORMANCE

- A. CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.
- B. CONSULTANT will exercise its discretion to utilize whichever attorney(s) and staff it determines to be best suited to its rendition of legal services under this AGREEMENT, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

VI. DISTRICT MANAGEMENT

DISTRICT's [Insert title] shall represent DISTRICT in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. DISTRICT's [Insert title] shall be authorized to act on DISTRICT's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

VII. PAYMENT

- A. The DISTRICT agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed TWENTY-FIVE THOUSAND dollars (\$25,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized by the Governing Board. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the Governing Board and CONSULTANT at the time DISTRICT's written authorization is given to CONSULTANT for the performance of said services. Any additional work in excess of this amount shall be approved by the Governing Board.

- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the DISTRICT disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice.

VIII. COSTS AND OTHER CHARGES

CONSULTANT may incur various costs and expenses in rendering the legal services required by this AGREEMENT which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by DISTRICT. These costs and expenses are described in more detail in **Exhibit A**. All clerical services, ordinary travel costs (e.g., from the CONSULTANT office to DISTRICT HEADQUARTERS), and miscellaneous expenses (e.g., telephone and facsimile charges) are included within the rates set forth above, and there shall be no additional charges for such expenses. DISTRICT agrees to reimburse CONSULTANT for expenses such as experts' or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the DISTRICT at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by CONSULTANT or CONSULTANT's cost of equipment or supplies except as provided herein.

CONSULTANT may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). DISTRICT will be responsible for paying such fees and charges. CONSULTANT will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of DISTRICT. CONSULTANT will select any investigators, consultants, or experts to be hired only after consultation with DISTRICT.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the DISTRICT shall be reimbursed by DISTRICT only with the prior agreement of DISTRICT.

Periodically, when on-site, CONSULTANT personnel may be required to make local and long- distance telephone calls, or make photocopies, or incur other expenses on behalf of the DISTRICT.

IX. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The DISTRICT may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this

AGREEMENT, unless the notice provides otherwise. If the DISTRICT suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the DISTRICT shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the DISTRICT. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the DISTRICT pursuant to Section 5.

X. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, DISTRICT shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the DISTRICT determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, the DISTRICT shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the DISTRICT with a written plan for the cure of the default, the DISTRICT shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

XI. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by DISTRICT that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records; shall permit DISTRICT to make transcripts or copies therefrom as necessary; and shall allow

inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the DISTRICT and may be used, reused, or otherwise disposed of by the DISTRICT without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the DISTRICT, at the CONSULTANT's office and upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to DISTRICT all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

XII. INDEMNIFICATION AND DEFENSE

A. INDEMNITY

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless DISTRICT and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any District or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless DISTRICT shall not extend to the DISTRICT's sole or active negligence.

B. DUTY TO DEFEND

In the event the DISTRICT, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by DISTRICT, CONSULTANT shall defend the DISTRICT at CONSULTANT's cost or at DISTRICT's option, to reimburse DISTRICT for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by DISTRICT is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and DISTRICT, as to whether liability arises from the sole or active negligence of the DISTRICT or its officers, employees, or agents,

CONSULTANT will be obligated to pay for DISTRICT's defense until such time as a final judgment has been entered adjudicating the DISTRICT as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

XIII. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in **Exhibit C** attached to and part of this AGREEMENT.

XIV. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the DISTRICT a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XV. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The DISTRICT, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XVI. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the DISTRICT in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion,

confidential financial arrangement, or financial inducement. No officer or employee of the DISTRICT has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the DISTRICT to any and all remedies at law or in equity.

XVII. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of DISTRICT, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XVIII. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without DISTRICT's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the District Manager or unless requested by the District Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the DISTRICT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives DISTRICT notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify DISTRICT should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the DISTRICT, unless the DISTRICT is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the DISTRICT of such Discovery. DISTRICT retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless DISTRICT is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with DISTRICT and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, DISTRICT's right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

XIX. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DISTRICT: Hesperia Recreation and Park District
16292 Lime St, Hesperia CA 92345
Attention: District Clerk

To CONSULTANT: Bracy Hawkins Law, P.C
468 W 5th Street, Suite 104
San Bernardino, CA 92401

XX. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the DISTRICT. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Channing Hawkins may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide DISTRICT fourteen (14) days' notice prior to the departure of Channing Hawkins from CONSULTANT's employ. Should he leave CONSULTANT's employ, the DISTRICT shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide DISTRICT with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying DISTRICT as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from DISTRICT for such insurance.

XXI. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XXII. GOVERNING LAW

The DISTRICT and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court within County of San Bernardino, State of California.

XXIII. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXIV. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CONSULTANT, BRACY HAWKINS
LAW, P.C.**

**HESPERIA PARK AND RECREATION
DISTRICT, A CALIFORNIA SPECIAL
DISTRICT**

By: 
(Signature)

Authorized Agency Representative

Channing T. Hawkins
Print Name

Print Name

ATTEST:

Attorney
Print Name

District Clerk

Print Name

Attachments:

**Exhibit A
Exhibit B
Exhibit C**

**Tasks to Be Performed
Payment Schedule
Insurance Requirements**

EXHIBIT A

TASKS TO BE PERFORMED

Advisement and representation in legal matters which may arise in the areas of general legal services, litigation and special services as defined in **Exhibit B**.

EXHIBIT B
PAYMENT SCHEDULE

CLASSIFICATION	HOURLY RATES INITIAL	JANUARY 1, 2025
General Services	\$275.00	\$300.00
Litigation	\$300.00 Partners \$275.00 Associates/Of Counsel	\$350.00 Partners \$325.00 Associates/Of Counsel
Special Services	\$300.00 Partners \$275.00 Associates/Of Counsel	\$350.00 Partners \$325.00 Associates/Of Counsel
Paralegal/Law Clerk	\$150.00	\$175.00

A. General Legal Services Defined

General Legal Services are defined as:

- (i) Providing routine legal advice, consultation, and opinions to Board of Directors and staff; Attending all DISTRICT meetings of Board or other meetings as deemed necessary.
- (ii) Consulting with Directors, General Manager and DISTRICT staff as needed.
- (iii) Rendering legal advice and opinions concerning legal matters that affect the DISTRICT, including new legislation and court decisions.
- (iv) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the DISTRICT and management staff on legal matters
- (v) Monitoring pending and current state and federal legislation and case law as appropriate.
- (vi) Preparing employment notices including interview notices, notice of intended disciplinary action and notice of disciplinary action.

B. Litigation Legal Services

Litigation legal service rates apply to the following:

- (i) Civil litigation commenced by or filed against the City in state or federal court.
- (ii) Writs of mandate, eminent domain, unlawful detainer, and small claims actions.

- (iii) Mediations, arbitrations, PERB and OAH hearings.
- (iv) Injunctions, restraining orders, judgment liens, and protective orders.
- (v) State or federal court appellate proceedings.

C. Special Services Defined

Special Legal Services are defined as:

- (i) Administrative hearings and appeals involving labor and employment.
- (ii) Preparing and conducting investigations, representing City staff during investigations.
- (iii) Labor negotiations and preparation of personnel rules and procedures.
- (iv) Labor Commissioner hearings.
- (v) Legal analysis of use of force incidents.
- (vi) On-call response to use of force incidents.
- (vii) Preparation for and attendance at Skelly hearings.

D. Reimbursable Expenses

In addition to the hourly rates, CONSULTANT shall be reimbursed for out-of-pocket expenses such as photocopies (\$0.30 per page) and other reproduction costs, facsimile charges, messengers and couriers, court reporters, mileage costs to court and administrative proceedings, travel expenses outside of the DISTRICT, and other costs and expenses incurred on behalf of the City. When on site, CONSULTANT shall have the ability to use City copiers and telephones without charge.

CONSULTANT shall charge for travel in connection with administrative or judicial proceedings, or when traveling outside of Sutter County. Travel costs include mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals. Travel time may also be charged in connection with such proceedings. In addition, the DISTRICT will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City.

Registration fees for attorneys attending conferences and seminars shall be paid by CONSULTANT and are never charged to the DISTRICT unless attendance is expressly requested by the DISTRICT.

E. Adjustments

The foregoing compensation shall remain in effect until adjusted by the Board of Directors; provided, that commencing with January 1, 2025, all the hourly rates are subject to increases based on the increase in the Consumer Price Index West Region for All Urban Consumers (CPI) October release, rounded to the nearest dollar, applicable to DISTRICT's area for the immediately preceding calendar year, but not to exceed 5%.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of DISTRICT, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to DISTRICT.

Note: Verify minimum limit for each coverage with Risk Manager.

General Liability Insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' Compensation Insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to DISTRICT, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of DISTRICT, its officers, agents, employees and volunteers.

Other Provisions or Requirements.

Proof of Insurance. CONSULTANT shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/Non-contributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by DISTRICT shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT before the DISTRICT's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's Rights of Enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, DISTRICT has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DISTRICT will be promptly reimbursed by CONSULTANT or DISTRICT will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, DISTRICT may cancel this AGREEMENT.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against DISTRICT, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against DISTRICT, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement Of Contract Provisions (Non-Estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the DISTRICT to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the DISTRICT nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Notice of Cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to DISTRICT with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status. General liability policies shall provide or be endorsed to provide that DISTRICT and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to DISTRICT and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to DISTRICT for review.

District's Right to Revise Specifications. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the DISTRICT and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by DISTRICT. DISTRICT reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by DISTRICT.

Timely Notice of Claims. CONSULTANT shall give DISTRICT prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

AGREEMENT FOR SPECIAL SERVICES

This Agreement is made this 20th day of February 2024 between STEVE A. FILARSKY, Attorney at Law, hereinafter referred to as "Attorney", and the HESPERIA RECREATION AND PARK DISTRICT hereinafter referred to as "DISTRICT."

Attorney agrees to provide legal and consultative services to the DISTRICT in regard to personnel matters and administrative investigations, as requested by the DISTRICT. The place and time for such services are to be designated by the DISTRICT.

The DISTRICT hereby designates Attorney as its counsel for employer-employee relations and agrees to pay Attorney at the rate of Three Hundred and Seventy Dollars (\$370.00) per hour and any necessary costs and expenses for services authorized by the DISTRICT.

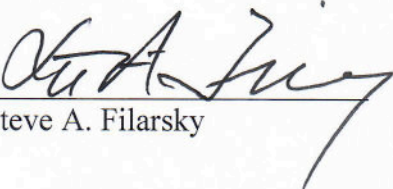
It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the DISTRICT.

This Agreement will remain in effect until canceled by either party.

STEVE A. FILARSKY

Attorney at Law

By:


Steve A. Filarsky

HESPERIA RECREATION AND
PARK DISTRICT

By: _____

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STEVE A. FILARSKY

Mr. Filarsky is a sole practitioner with over forty-two years of legal experience. He specializes in representing public sector employers statewide in all matters pertaining to employment relations and human resources issues.

He received his Bachelor of Arts degree in Political Science/Public Administration, graduating Magna cum Laude, from Loyola University of Los Angeles. He received his Juris Doctor degree from Loyola University School of Law, graduating with honors.

Before becoming an attorney, Mr. Filarsky was responsible for the labor relations program of the City of Garden Grove for three and one-half years. Prior to that, he was employed by the City of Manhattan Beach.

Mr. Filarsky's experience includes representing management in labor-related cases before the California Supreme Court, the California Courts of Appeal, California Superior Courts, the U.S. District Court, U.S. Ninth Circuit Court of Appeals, the United States Supreme Court, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the California Public Employment Relations Board, and various local government administrative hearing bodies and hearing officers. He has also served as a hearing officer for various public agencies.

Mr. Filarsky has the unique distinction of prevailing, unanimously, in both the California State Supreme Court (*Filarsky v. Superior Court* (2002) 28 Ca.4th 419, 49 P.3d 194, 121 Cal.Rptr.2d 844) and the United States Supreme Court (*Filarsky v. Delia* (2012) 132 S.Ct. 1657).