



July 9, 2018

**VIA EMAIL**  
**DTEXEIRA@SMITLAW.COM**

Smith Law  
Devin Texeria  
4204 Riverwalk Parkway, Suite 250  
Riverside, CA 92505

**Re: Public Records Act Request Received June 28, 2018 – Providing Documents**

Dear Mr. Texeira,

This letter responds to your request for records under the California Public Records Act (Gov. §§ 6250 – 6276.48), received via email on June 28, 2018. You requested the following information:

1. *A list of law firms currently approved to provide litigation services to your entity.*

In response to item 1, the District does not have a “list of law firms” currently approved to provide litigation services to our entity. However, Best Best & Krieger, LLP, provides litigation services to Lake Arrowhead Community Services District and the District also has a retainer with Andrew Hitchings at Somach, Simmons & Dunn.

2. *The rate sheet for the law firms referenced in Paragraph 1.*

In response to item 2, the District is providing copies of Best Best & Krieger’s LLP Annual Notice of Automatic Increase in Legal Services Rates based upon CPI dated April 24, 2018, and Somach Simmons & Dunn’s hourly billing rates effective May 1, 2012, listing the hourly rates, via email attachments.

**Water/Wastewater Systems**  
P.O. Box 700  
Lake Arrowhead, CA 92352  
(909) 336-7100  
(909) 337-3145 Fax

3. *A sample contract between your entity and any of the law firms referenced in Paragraph 1;*

In response to item 3, the District is providing copies of contracts between Lake Arrowhead Community Services District and Best Best and Krieger, LLP and Somach Simmons & Dunn, via email attachments.

4. *The contact person, including name, address, phone number, and email, for any law firm that wants to provide litigation services to your entity.*

In response to item 4 of your request, the District does not have or maintain, in its custody or control, any records which might provide: a “list of law firms currently approved to provide litigation services,” or a “contact person... for any law firm that wants to provide litigation services.”

Additionally, under the PRA, the District is not required to create records that do not already exist in order to satisfy a request for records. (Rosenthal v. Sigmund Hansen, (1973) 34 Cal.App.3d 754, 758 [records not in existence but to be prepared in the future are not required to be furnished].) The language of the Public Records Act clearly pertains to records and documents that currently exist and are stored in some form by the District.

Please be assured that District staff members have made every effort to respond effectively to your request. If you have any questions concerning this letter, please feel free to contact me at (909) 336 -7117 or [kfield@lakearrowheadcsd.com](mailto:kfield@lakearrowheadcsd.com).

Sincerely,



Kathleen Field  
Executive Assistant



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Ontario  
(909) 989-8584

3750 University Avenue, Suite 125, P.O. Box 1028, Riverside, CA 92502  
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

**William Hendertilo**  
(951) 826-8390  
william.hendertilo@bbklaw.com

April 24, 2018

Lake Arrowhead Community Services District  
Attn: Catherine Cerri, General Manager  
P.O. Box 700  
Lake Arrowhead, CA 92352

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

In accordance with our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, Los Angeles-Riverside-Orange County, CA, 2017 annual. The Index has increased by 2.8%, therefore, the hourly rates will be:

<u>Special Services</u>	<u>Rate/Hr.</u>
Michelle Ouellette	\$ 379.00
Eric Garner	\$ 379.00
Partner / Of Counsel	\$ 340.00
Associate / Associate 2	\$ 195.00
Paralegal / Clerk / Research Analyst / Admin. Assistant	\$ 168.00

These rates will adjust automatically on July 1, 2018.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Scott Campbell.

Sincerely,

  
William Hendertilo  
Assistant Billing Manager  
for BEST BEST & KRIEGER LLP



SOMACH SIMMONS & DUNN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814

OFFICE: 916-446-7979 FAX: 916-446-8199

SOMACHLAW.COM

RECEIVED

MAR - 9 2012

BY: *K.F. Kilm...*

To Our Valued Clients:

This letter is to notify you that Somach Simmons & Dunn will adjust our hourly billing rates effective May 1, 2012. In recognition of the recent economic challenges faced by businesses and local governments, the firm has held our rates constant since July 1, 2009. We have determined that this adjustment is necessary after nearly three years in order for our firm to maintain the highest standard of legal services for our clients.

Shareholder and Of Counsel attorney rates will range from \$250 to \$390; Senior Counsel and Associate attorneys will range from \$190 to \$235; and Paralegals and Law Clerks will range from \$120 to \$180.

Please do not hesitate to contact me or the Shareholder responsible for your legal matters if you have questions or concerns. The firm values the relationship we have with each one of our clients, and appreciates the opportunity to represent your interests.

Very truly yours,



Andrew M. Hitchings  
Managing Shareholder

AMH:cp

June 22, 1999

Honorable President and Members  
of the Board of Directors  
Lake Arrowhead Community Services District  
201 North Cumberland  
Post Office Box 789  
Lake Arrowhead, California 92352

President Jack Kendrick and Members of the Board of Directors:

#### ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to have the opportunity to serve as general counsel to the Lake Arrowhead Community Services District ("District"). This letter constitutes our agreement setting the terms of our representation.

#### CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the District. Similarly, the District will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to the District.

#### YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The current billing rate of \$180 per hour shall apply to all matters handled by all attorneys in this firm. The billing rates for others are described in the memorandum attached to this letter. It also describes the other aspects of our firm's billing policies. You should consider this memorandum part of this Agreement as it binds both of us. For that reason, you should read it carefully.

#### INSURANCE

We are also pleased to let you know that Best Best & Krieger LLP 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.

#### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

#### HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and reasonable costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with your attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

#### CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

#### THANK YOU

On a personal note, we are honored that you have selected Best Best & Krieger LLP as District legal counsel. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us as general counsel. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us.  
We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Jeffry F. Ferre  
for BEST BEST & KRIEGER LLP

JFF:dfd

AGREED AND ACCEPTED

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## BEST BEST & KRIEGER LLP

A CALIFORNIA LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

INDIAN WELLS  
(760) 568-2611

ONTARIO  
(909) 989-8584

LAWYERS  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502-1028  
(909) 686-1450  
(909) 686-3083 FAX  
BBKLAW.COM

SAN DIEGO  
(619) 525-1300

ORANGE COUNTY  
(949) 263-2600

SACRAMENTO  
(916) 325-4000

### BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

#### Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work (for example, 0-6 minutes = .1 hour). Our attorneys are currently billed at rates from \$105 to \$275 per hour. However, all matters handled by attorneys shall be billed at the rate of \$180 per hour. Any work performed by paralegals and law clerks shall be billed at rates from \$75 to \$150 per hour.

#### Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the rate of \$.29 per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court report and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.



Honorable President and Members  
June 22, 1999  
Page 5

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client, in advance, from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### 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. You will not be billed for the time it may take to answer questions regarding a bill. 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.

BEST BEST & KRIEGER LLP

LAW OFFICES OF  
BEST BEST & KRIEGER LLP

Honorable President and Members  
June 22, 1999  
Page 6

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SOMACH, SIMMONS & DUNN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

813 SIXTH STREET  
THIRD FLOOR  
SACRAMENTO, CA 95814-2403  
(916) 446-7979  
FACSIMILE (916) 446-8199

April 29, 2004

Marv Shaw  
General Manager  
Lake Arrowhead Community Services District  
P.O. Box 700  
Lake Arrowhead, CA 92352

Re: Attorney-Client Fee Contract

Dear Mr. Shaw:

This document ("agreement") is the written fee contract that California law requires lawyers to have with their clients, pursuant to Cal. Business and Professions Code, section 6148. Somach, Simmons & Dunn, A Professional Corporation ("we" or "us"), will provide services to Lake Arrowhead Community Services District (the "District" or "you") on the terms set forth below.

1. **CONDITIONS.** This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement and pay the initial deposit called for under Paragraph 4.
2. **SCOPE OF SERVICES.** You are hiring us as your attorneys, to represent or advise you in connection with the negotiation and implementation of water supply agreements with the Crestline-Lake Arrowhead Water Agency and the San Bernardino Valley Municipal Water District. We will provide those legal services reasonably required and requested to represent and advise you on the described matter, and on other related matters that you subsequently request and we agree to undertake on your behalf. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. We will communicate to the District through Marv Shaw, unless we are instructed otherwise. Andrew M. Hitchings will be the principal attorney in charge of your matter, and Christian Scheuring will primarily assist. From time to time other attorneys in this firm, and, if approved by you in advance, attorneys from other firms, will support our efforts. Unless you and we make a different agreement in writing, this agreement will govern all future services we may perform for you.

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

3. **CLIENT'S DUTIES.** You agree to cooperate with us and be reasonably available to confer with us upon request, to keep us informed of developments and to disclose to us all facts and circumstances of which you are aware which may bear upon our handling of the matter. You agree to provide us with such documents and information as you may possess relating to the matter, to abide by this agreement, to pay our bills on time, and to keep us advised of your address, telephone number and whereabouts.
4. **DEPOSIT OF ADVANCE PAYMENT.** You agree to pay us an initial deposit of \$3,000 normally as an advance against fees. The deposit is not a retainer, but instead will be held in a trust account. You authorize us to use that fund to pay the fees and other charges you incur. Our billings, which are calculated and submitted on a monthly basis, will be made against this advance, which we expect to be kept current, i.e., replenished as the monthly billings are made against it. The monthly billings will be sent directly to you, and we will expect the advance to be replenished within thirty (30) days of the date of the billing.
5. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. We record our time, and will bill you, to the nearest one-tenth hour. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. These rates are reviewed and adjusted periodically, but not more frequently than annually. We will send you a proposed revision to our rates before effectuating any adjustment. The revised schedule of rates will apply after each adjustment.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, your general, special or cooperating counsel, opposing counsel, court personnel, experts, consultants, and witnesses. The legal personnel assigned to your matter will confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the matter, and with consultants and other persons who may have information regarding your matter, as required. When they do confer, each of the legal personnel will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. **COSTS AND OTHER CHARGES.** We will incur various costs and expenses in performing legal services under this agreement. The cost of normal photocopying, long distance telephone calls, postage and other small miscellaneous expenses as to which individual itemization is impractical are

<p><b>PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</b></p>
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covered and included within our billing rates. All other costs, such as expert consultant and investigation fees, airfare, air charter, mileage at the IRS reimbursement rate, lodging, meals, deposition transcripts, document databasing if requested by you, filing fees, computerized legal research, unusual photocopying and staff overtime, if and to the extent required, are billed directly on a pass-through basis as a cost advanced by us. We generally do not pass through our secretarial overtime costs unless the overtime is required due to unanticipated time constraints or other urgencies that arise in the matter. In case of significant costs, such as, for example, fees to employ consultants, we will ask that you deposit an estimate of those costs with us.

7. **BILLING STATEMENTS.** Our billings are calculated and submitted on a monthly basis. The billings are accompanied by a computer generated statement setting forth a description of the services performed, the date of the work, the amount of time spent, and the identity of the person performing the work. Each statement will be due and payable upon presentation, and overdue thirty (30) days after the date of billing. Your account is considered current when payment is made within thirty (30) days of the billing date. Late payments may require us to add an interest charge, which will be two percent (2%) above the reference rate of Union Bank. We will send the original monthly statement to you at the address above, unless you instruct us otherwise.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature. Contrary to our anticipation, if that situation should arise and exist for a period of sixty (60) days, we will ask you for, and you agree to execute, a stipulation allowing us to withdraw as your counsel of record.

8. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, and without cause, by giving us written notice of termination. We may withdraw with your advance written consent, or at any time after having given you written notice and a reasonable period within which to retain the services of other counsel. When our services conclude, all unpaid charges will become due and payable immediately. After our services conclude, we will, on your request, deliver your file to you, along with any funds or property of yours in our possession.
9. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

<b>PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</b>
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10. **COMMUNICATIONS.** We encourage you to contact us at any time you have any question whatsoever concerning our representation of you. Although electronic mail is a convenient and cost-effective method of communicating, it should not be relied upon for time sensitive or mission critical items. Due to conditions beyond our control, Somach, Simmons & Dunn cannot guarantee that electronic mail messages will be delivered on time, or at all.
11. **EFFECTIVE DATE.** This agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

Somach, Simmons & Dunn  
A Professional Corporation

By \_\_\_\_\_


  
Andrew M. Hitchings

Encl. (Schedule of Rates)

I/We have read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date Somach, Simmons & Dunn, A Professional Corporation, first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this agreement.

Lake Arrowhead Community Services District

By \_\_\_\_\_

  
Marv Shaw, General Manger  
P.O. Box 700  
Lake Arrowhead, CA 92352

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

**SOMACH, SIMMONS & DUNN**

A Professional Corporation

Attorneys at Law

Hall of Justice Building

813 Sixth Street, Third Floor

Sacramento, CA 95814-2403

Telephone: (916) 446-7979

Facsimile: (916) 446-8199

**SCHEDULE OF RATES**

Attorney	Public Purpose
Stuart L. Somach	300.00
Paul S. Simmons	250.00
Sandra K. Dunn	250.00
Timothy M. Taylor	275.00
Roberta "Bobbi" L. Larson	250.00
Robert B. Hoffman	255.00
Michael E. Vergara	250.00
Andrew M. Hitchings	220.00
Kelley M. Taber	190.00
Kristen T. Castaños	190.00
Kanwarjit S. Dua	180.00
Nicholas A. Jacobs	165.00
Christian C. Scheuring	165.00
Daniel J. Kelly	160.00
Jacqueline L. McDonald	155.00
Elizabeth Spence (Paralegal)	135.00
Secretarial Overtime	50.00

NOTE: The Schedule of Rates will be reviewed and may be modified on an annual basis. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills, which are unpaid in excess of 30 days.

(2/04)

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