



**SPECIAL BOARD MEETING  
AGENDA PACKET**

**JANUARY 10, 2020**



**Special Board Meeting – January 10, 2020, 8:30 a.m.**

**Carmichael Water District Board Room  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608**

**AGENDA**

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on its agenda, but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds vote declaring the need for action arose after posting of the agenda. Agenda packets can be found at our website at [carmichaelw.org](http://carmichaelw.org).

***The Board of Directors welcomes and encourages participation in meetings. Public testimony may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please fill out a Speaker Card and turn it in at the staff table, either before or during the meeting. Public comment rules and procedures are on the back of the speaker card.***

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Greenwood**

**PUBLIC COMMENT:**

**1. Public Comment**

Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

**ANNOUNCE CLOSED SESSION AND ADJOURN OPEN SESSION TO CLOSED SESSION**

**CLOSED SESSION:**

**2. PUBLIC EMPLOYEE APPOINTMENT (Government Code section 54957(b)(1).)**

**Title: General Manager**

**3. PUBLIC EMPLOYEE APPOINTMENT (Government Code section 54957(b)(1).)**

**Title: Special Legal Counsel**

**ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION**

**REPORT OUT OF CLOSED SESSION**

**PUBLIC COMMENT:**

**4. Public Comment**

Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

**ACTION CALENDAR:**

**5. Bartkiewicz, Kronick & Shanahan Agreement for Legal Services with the Carmichael Water District**

Director Selsky requests that the Board of Directors considers approval of agreement with Bartkiewicz, Kronick & Shanahan for Legal Services with the Carmichael Water District.

**The next meeting of the Board of Directors will be a Regular Board Meeting held on:  
Monday, January 27, 2020 at 6:00 p.m.**

**BARTKIEWICZ, KRONICK & SHANAHAN**  
**A Professional Corporation**  
**1011 Twenty-Second Street**  
**Sacramento, CA 95816-4907**  
**(916) 446-4254**  
**FAX (916) 446-4254**  
**EMAIL: [jmh@bkslawfirm.com](mailto:jmh@bkslawfirm.com)**

**AGREEMENT FOR LEGAL SERVICES  
WITH THE CARMICHAEL WATER DISTRICT**

This Agreement is made as of January \_\_\_\_, 2020 by and between Bartkiewicz, Kronick & Shanahan, a California professional corporation (“Attorneys”), and Carmichael Water District, a public agency formed under the California Irrigation District Law, Water Code sections 20500 and following (“District”), who agree as follows:

**1. Scope and Duties.** District retains Attorneys to provide special legal counsel services, including matters relating to the Board policy preparation, implementation, modification and interpretation, District governance and operations, and other matters as may be requested from time to time by the Board. District specifically acknowledges that Attorneys represent a number of other water agencies in the Sacramento region with rights and entitlements to water diverted from the American River and that the scope of services Attorneys render will not include advice on water-related issues. District and Attorneys may modify this scope of legal services by mutual agreement, which may be informal. Joshua M. Horowitz (Principal I) will be the primary attorney advising the Board and representing District under this Agreement and will be assisted as needed by other attorneys in the firm. Attorneys will provide the legal services reasonably required to advise and represent District in this matter, and will take reasonable steps to keep District informed of progress and significant developments, and to respond to District’s inquiries. District will be truthful with Attorneys, cooperate with Attorneys, keep Attorneys informed of developments and changed circumstances, abide by this Agreement and pay Attorneys’ bills in a timely manner.

**2. Relationship of District and Attorneys.** The District, acting through its Board of Directors, is Attorneys’ client. Attorneys will act only at the direction of the Board or according to an express Board delegation of authority to the Board President, a Board committee, General Manager or staff. The Directors and staff of District individually are not clients of Attorneys, and Attorneys may advise individual Directors or staff members only for purposes of advancing, implementing and enforcing Board policy direction and duly adopted District ordinances, resolutions, regulations, and policies.

**3. Billing Rates.** District agrees to pay for legal services at the hourly rates of \$350 per hour for Principal I attorneys, \$310 per hour for Principal II attorneys, \$265 per hour for Associate I attorneys, and \$230 per hour for Associate II attorneys, for Attorneys’ services provided pursuant to this Agreement. Attorneys’ rates are subject to adjustment annually (generally as of January 1), with prior notice to District of the adjustment. The rates quoted above shall be in effect until December 31, 2020. Attorneys charge in minimum one-quarter hour units.

**4. Costs and Expenses.** Whenever practical, District agrees to pay directly for costs and expenses by either advancing such costs or expenses to Attorneys, or by paying third parties directly, including for consultants employed by Attorneys who perform work for District. In all other cases, District will reimburse Attorneys for all necessary and actual costs and expenses incurred by Attorneys, including, but not limited to, the following: costs of serving pleadings; filing fees and other charges assessed by courts and other public agencies; court reporter's fees; jury and witness fees; long distance telephone charges; messenger and other delivery fees; postage; photocopying (at \$.20/page black and white and \$.30 for color); parking; mileage (at the current IRS rate); computer-assisted research charges; consultant and expert witness fees; and other out-of-pocket expenses incurred by Attorneys. Attorneys will itemize all costs incurred on each monthly statement.

**5. Statements.** Attorneys will send District a statement for fees and costs incurred every month, except that when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Upon District's request, Attorneys will provide a statement within 10 days. District will pay Attorneys' statements within 30 days after each statement's date. Attorneys' statements will clearly state the basis of the charges, including the amount, rate and basis for calculation of Attorneys' fees. Unless directed otherwise by District, Attorneys will send statements for legal services rendered to District as follows:

General Manager  
Carmichael Water District  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608  
Telephone: (916) 483-2452  
Email: \_\_\_\_\_

**6. Disclaimer of Guarantee.** Attorneys have made no promises or guarantees to District about the outcome of District's matters, and nothing in this Agreement will be construed as such a promise or guarantee. Attorneys' comments about the outcome of District's matters are expressions of opinion only.

**7. Termination.** District may discharge Attorneys at any time by giving notice of termination to Attorneys. Attorneys may withdraw with District's consent or for good cause. Good cause includes District's breach of this Agreement, District's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter, retirement or termination of key Attorneys personnel, or any other fact or circumstance that would render Attorneys' continuing representation unlawful, unethical or burdensome. Attorneys will comply with Rule 1.16 of the Rules of Professional Conduct of the State Bar of California in terminating this Agreement. When Attorneys' services conclude, all unpaid charges will become immediately due and payable. After Attorneys' services conclude, Attorneys will, upon District's request, deliver District's files to District, along with any District funds or property in Attorneys' possession. Attorneys and District each agree to sign any documents reasonably necessary to complete Attorneys' discharge or withdrawal.

**8. Insurance.** Attorneys at their sole expense will procure and maintain for the duration of this Agreement the following types and minimum limits of insurance: commercial general liability, \$1,000,000 per occurrence; professional liability, \$2,000,000

per claim; and, workers' compensation, statutory limits. Upon request, Attorneys will provide to District a certificate or certificates of insurance evidencing this insurance coverage.

**9. Indemnification.** Attorneys will indemnify, defend, protect, and hold harmless District, and its officers, employees, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Attorneys' performance of the work under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by Attorneys, except where caused by the active negligence, sole negligence or willful misconduct of District or as otherwise provided or limited by law.

**10. Conflict of Interest.** Under the limited scope of Attorneys' representation set forth in this Agreement, Attorneys are not aware of a conflict of interest in Attorneys' representation of District and Attorneys' representation of the other clients identified in this section. In the event that such a conflict is identified or arises in the future, District and Attorneys agree that: (a) Attorneys reserve the right to continue to provide advice and represent on all matters preexisting clients; and (b) Attorneys may withdraw from representing District in the matter or matters in which such a conflict arises. In the event that such a conflict is identified or arises in the future, Attorneys would promptly notify District of the potential conflict, and discuss with District an appropriate way to address the situation.

**11. Entire Agreement.** Attorneys and District intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

**12. Assignees.** No party may assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without the other party's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void and grounds for the other party to terminate this Agreement.

**13. No Third Party Beneficiaries.** This agreement is a personal services agreement exclusive to District and no third-party beneficiaries are intended or created by this Agreement.

**14. Independent Contractor.** Attorneys' relationship to District is that of an independent contractor. All persons hired by Attorneys and performing work under this Agreement will be Attorneys' employees. Attorneys and their employees are not District employees, and they are not entitled to District employment salary, wages or benefits. Attorneys will pay, and District will not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Attorneys' employees.

**15. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

**16. Effective Date.** This Agreement will take effect when District returns a signed copy of this Agreement.

CARMICHAEL WATER DISTRICT

BARTKIEWICZ, KRONICK & SHANAHAN,  
A California Professional Corporation

By: \_\_\_\_\_  
Ron Greenwood  
President, Board of Directors

By: \_\_\_\_\_  
Joshua M. Horowitz  
Shareholder