

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is entered into by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT** (hereinafter “**DISTRICT**”) and **CARMEL & NACCASHA, LLP** (hereinafter “**ATTORNEY**”).

This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section. **ATTORNEY** maintains errors and omissions insurance coverage applicable to the services to be rendered pursuant hereto.

1. **DISTRICT** hereby employs **ATTORNEY** to act as **ATTORNEY** for **DISTRICT** as a part-time independent contractor, to provide the following ordinary legal services:

- a. Drafting and review of ordinances, resolutions, contracts, leases, opinions, and similar documents;
- b. Attendance at meetings;
- c. Rendering written and oral opinions to the **DISTRICT** Board of Directors and/or **DISTRICT** General Manager;
- d. Reviewing contracts for correct legal form and content for insurance compliance.

2. **COMPENSATION FOR DISTRICT COUNSEL LEGAL SERVICES: ATTORNEY** shall be paid on or before the 5<sup>th</sup> of each month, beginning July, 2023, a monthly retainer of Thirteen Thousand Five Hundred Dollars (\$13,500.00) for sixty (60) hours of service per month.

- a. At the direction of the **DISTRICT** General Manager, additional legal services that require work in excess of the sixty (60) hours in any month for which the retainer hereinabove referred to is paid to **ATTORNEY** shall be paid at the rate of Two Hundred Twenty Five Dollars (\$225.00) per hour.
- b. **ATTORNEY** shall submit monthly billing statements by the 5<sup>th</sup> of each month itemizing the prior month’s professional services rendered to the **DISTRICT** and time spent rendering those services, including reasonable fees and expenses incurred by **ATTORNEY** in its representation of the **DISTRICT**. Any fees, expenses, or additional amounts due **ATTORNEY** shall be paid by the **DISTRICT** within thirty (30) days after receipt of the monthly billing statement.

3. **ATTORNEY** shall be paid at an increased rate of Two Hundred Forty Dollars (\$240) per hour when assigned to perform any of the following duties or services:

- a. Defending or prosecuting actions in all courts or administrative agencies on behalf of the **DISTRICT**;
- b. Representing the **DISTRICT** or **DISTRICT**'s officers before local, State or Federal Courts, boards, or commissions when there is opposing counsel or when specifically requested to do so by the **DISTRICT**;
- c. Any other unusual, extraordinary, or complicated matters as requested by **DISTRICT**.

4. **ATTORNEY** shall provide the services referred to in Paragraphs 1 and 3 only as requested by **DISTRICT**'s Board of Directors, its President, or the **DISTRICT** General Manager.

5. In addition to its hourly compensation, **ATTORNEY** will be reimbursed for out-of-pocket expenses for such items as court filing fees, long distance telephone calls, photocopying, fax charges and other similar out-of-pocket items. Any expense in excess of Two Hundred Fifty Dollars (\$250.00) shall require the prior approval of the **DISTRICT** General Manager to be eligible for reimbursement.

6. The rates for compensation provided for in this Agreement shall not be increased before July 1, 2024. Beginning July 1, 2024, an annual increase of 2.5% will be applied to all fees for services rendered under this Agreement, effective on the 1<sup>st</sup> of each July. The retainer payment specified under Section 2 shall be increased accordingly. If **DISTRICT** chooses not to consent to the increased rates, **DISTRICT** may terminate this Agreement pursuant to Paragraph 9.

7. It is understood and agreed that **ATTORNEY** may retain, on behalf of **DISTRICT**, special counsel to associate with **ATTORNEY** in any matter customarily requiring or warranting the need of such special counsel by reason of their expertise in particular matters, upon the recommendation of **ATTORNEY** and approval and authorization thereof by the Board of Directors or **DISTRICT** General Manager.

8. **ATTORNEY** is employed to serve at the pleasure of the **DISTRICT**'s Board of Directors and shall at all times hold itself ready to perform **DISTRICT**'s duties pursuant to this Agreement. However, it is understood that **ATTORNEY** is free to engage in a full-time private practice and it will be necessary to provide adequate notice to **ATTORNEY** of the need for extraordinary services.

9. This Agreement supersedes any and all prior agreements. This Agreement can be terminated by either party by giving ninety (90) days written notice.

Dated: June 15, 2023

**CAMBRIA COMMUNITY SERVICES DISTRICT**

DocuSigned by:  
*Karen Dean*  
By: \_\_\_\_\_  
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KAREN DEAN, President

ATTEST:  
DocuSigned by:  
*Haley Dodson*  
\_\_\_\_\_  
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HALEY DODSON, Administrative Analyst

**CARMEL & NACCASHA, LLP**

DocuSigned by:  
*Timothy Carmel*  
By: \_\_\_\_\_  
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TIMOTHY J. CARMEL