

**AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES  
GENERAL COUNSEL**

This agreement (“Agreement”) is made and entered into this 5th day of June 2024, by and between RICHARDS, WATSON & GERSHON, A Professional Corporation, with a place of business at 350 South Grand Avenue, 37th Floor, Los Angeles, California 90071, hereinafter referred to as “RWG,” and the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, hereinafter referred to as “District.”

WHEREAS, District desires to retain RWG to perform legal services, including General Counsel legal services; and

WHEREAS, RWG is in the general practice of law with extensive public law experience;

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, it is agreed as follows:

**1. Appointment of General Counsel.**

District hereby retains RWG as legal counsel and appoints Patrick Enright to serve as General Counsel to District. Mr. Enright shall assign legal work to other RWG attorneys in his discretion. Both the General Counsel and all other attorneys providing services hereunder shall, at all times hereunder and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate state and federal courts and other bodies and tribunals.

**2. Scope of Work.**

RWG agrees to serve as General Counsel to District and to perform legal services requested by District, except those services that would create an irreconcilable conflict of interest. The services to be performed by RWG shall include, without limitation, the following:

- a. Attendance at Board of Director meetings, as requested by the General Manager or designated District staff.
- b. Legal research and legal advice to the District and designated District staff.
- c. Preparation and review of resolutions, ordinances, policies, agreements, and other legal documents.
- d. Water advisory services.
- e. Environmental law advisory services.
- f. Public records requests.
- g. Real estate law and land use matters.

- h. Public works issues.
- i. Litigation services.
- j. Bond Issuance services.
- k. Oversight of legal matters handled by outside legal counsel.

**3. Term.**

This Agreement shall commence as of June 5, 2024 and shall continue in effect until terminated by District or RWG. District or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party prior to termination of this Agreement. In the event of termination: (i) District shall remain obligated to pay for all costs and expenditures incurred by RWG prior to the effective date of such termination; and (ii) RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist District in transition to a new legal counsel, and shall be compensated for such assistance at the rates provided under this Agreement.

**4. Coordination and Organization.**

Patrick Enright shall be General Counsel to District and shall assign work to other RWG attorneys at his discretion. The General Counsel and other RWG attorneys will process, coordinate, and direct as necessary all legal services hereunder in order to maximize the timeliness and usefulness of the delivery of such services. The General Counsel and other RWG attorneys shall be available, at all reasonable times, to District's Board of Directors, District's General Manager and persons designated by the General Manager, in relationship to legal services to be furnished by RWG.

**5. Payment.**

**5.1 Compensation and Reimbursement Rates.**

Except as provided in Section 5.2, RWG shall be compensated for the performance of legal services and reimbursed for costs incurred therewith in accordance with the Compensation and Reimbursement Rate Schedule ("Compensation Schedule"), attached to this Agreement as Exhibit "A" and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Schedule shall apply to legal services performed for affiliated entities that District may establish.

**5.2 CPI Increase.**

Commencing on July 1, 2026, and on each July 1 thereafter, the rates and limits set forth in Exhibit A automatically shall increase by a percentage amount equal to the percentage increase, if any, in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for the Sacramento--Roseville--Arden--Arcade region ("CPI") for the twelve-month period ending on the immediately prior April 30. Provided, however, rates shall not increase by more than five percent (5%), without approval of District's Board of Directors, even

if the CPI increase exceeds that amount. Any other adjustments in the rates shall require prior approval of the District's Board of Directors. If the Sacramento--Roseville--Arden--Arcade region CPI ceases to be published in its entirety or on a periodic basis ending on April 30, RWG and the District shall negotiate in good faith for a mutually acceptable alternative.

### **5.3 Billing.**

RWG shall provide to District a monthly invoice for the services provided, the time spent providing those services, and costs incurred. All invoices shall be in the form customarily supplied by RWG to public agency clients being billed on an hourly basis. District shall process and cause such invoices to be paid promptly and no later than thirty (30) days after receipt of the invoice.

### **6. Conflicts of Interest.**

RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving District and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of District, except with the consent of the General Manager, the Board of Directors or as otherwise required by law. RWG shall notify the General Manger or Board of Directors, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflict. In the event that such conflict is not or cannot be waived or resolved, District shall retain alternate legal counsel and, to the extent permitted, RWG shall assist and cooperate with such legal counsel retained by District on the matter for which the conflict arose.

### **7. Client Files.**

#### **7.1 Offer to Transfer Files.**

At the conclusion of RWG's legal representation of District, the original client files for the work performed under this Agreement shall be made available to District. RWG will be entitled to make copies of any client files. At the conclusion of RWG's legal representation of District, (regardless of whether District takes possession of all client files) District shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

#### **7.2 Notice of Intent to Dispose.**

If District does not take possession of all client files at the conclusion of RWG's legal representation of District, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send District a notice, advising of RWG's intention to dispose of the client files. District shall have sixty (60) days from the date of such notice to take possession of the client files. If District does not take possession of the client files during that time, District agrees that RWG may dispose of the client files without further notice.

#### **7.3 Survival of Expiration.**

Section 7 of this Agreement shall survive the expiration of this Agreement.

## **8. General Provisions.**

### **8.1 Non-Discrimination.**

In the performance of this Agreement, RWG shall not wrongfully discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, or medical condition.

### **8.2 Assignment/Delegation.**

This Agreement contemplates the personal professional services of RWG. Neither this Agreement, nor any portion thereof, shall be assigned or delegated without the prior written consent of District.

### **8.3 Interpretation.**

The following rules of legal construction shall apply:

a. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the substantive laws of the State of California.

b. The section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

c. Whenever in this Agreement the context may so require, the reference to any one gender shall be deemed to refer to all genders, and the singular shall refer to and include the plural.

### **8.4 Attorney's Fees.**

The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of this Agreement.

### **8.5 Notices.**

Any notice required to be given shall be deemed to have been given and effective five (5) days after depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO District:

Rancho Murieta Community Services  
District  
15160 Jackson Road  
P.O. Box 1050  
Rancho Murieta, California 95683  
Attention: Tim Maybee, President of  
the Board of Directors

TO RWG:

Richards, Watson & Gershon  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071  
Attention: Kayser Sume

#### **8.6 Signatories.**

Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

#### **8.7 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, 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.

#### **8.8 Waiver.**

No waiver of any of the provisions of this Agreement by a party hereto shall be deemed, nor shall it constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Without limiting the foregoing, no waiver shall be binding in any event unless memorialized in a writing executed by both parties.

#### **8.9 Modification of Agreement.**

This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite each of their signatures.

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

Dated: 6/12/24

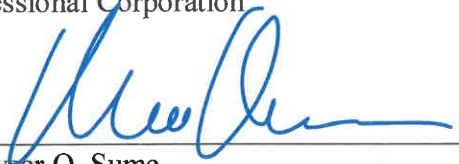
By:   
Tim Maybee  
President of the Board of Directors

ATTEST:

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

RICHARDS, WATSON & GERSHON,  
a Professional Corporation

Dated: 6-3-2024

By:   
Kayser O. Sume  
Chairman, Board of Directors

**“Exhibit “A”**

**Compensation and Reimbursement Rate Schedule  
for  
Rancho Murieta Community Services District**

Legal services provided by Richards, Watson & Gershon (“RWG”) to the Rancho Murieta Community Services District “District” shall be billed to, and compensated by, the District follows:

**1) Base Services.**

All legal services, including (without limitation) advisory and litigation services, that are not defined below as Bond Issuance Services or Third-Party Services, will be defined as Base Services. Base Services shall be billed to, and compensated by, the District at a composite hourly rate for all attorneys of \$300.00 per hour.

**2) Third Party Services.**

Third-Party Services shall be defined as all legal services, including paralegal services, that the District has reimbursed by a third-party. Third-Party services will be billed and compensated at the Firm’s standard hourly rates, which may be discounted up to 10% at the sole discretion of the General Manager.

**3) Bond Issuance Services**

Bond Issuance Services will be defined as bond counsel, disclosure counsel and/or issuer counsel services in connection with the issuance of bonds or other obligations by the District, or any entity created, formed or controlled by the District. Bond Issuance Services will be billed to, and compensated by, the District as follows:

- a) RWG shall charge a composite hourly rate for all attorneys of \$395.00 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the General Manager deems fair and reasonable.
- b) RWG’s costs and expenses shall be paid in accordance with the signed agreement.
- c) In the event the proceedings for issuance of the bonds are terminated before closing, RWG would expect to be paid for its services to the date of abandonment at the hourly rate set forth above, not to exceed an amount that the General Manager deems fair and reasonable.
- d) If providing Bond Issuance Services involves the formation of a joint powers authority or another entity controlled by the District, RWG shall provide such Bond Issuance Services (including formation of the entity) on the same compensation terms as specified in the signed agreement.

**4) Paralegal Services.**

Paralegal services provided to the District other than third party services shall be billed to, and compensated by, the District at a composite hourly rate for all paralegals of \$195.00 per hour.

**5) Reimbursable and/or Other Costs.**

Travel expenses will be charged at our actual costs. RWG bills mileage at the standard rate established by the IRS for calculating the operating expenses of an automobile used for business purposes, which currently is \$0.67 per mile. Copying costs will be charged at \$0.10 per page. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged at the Firm's cost. The Firm will not charge for word processing and similar clerical tasks.

**6) Other Entities.**

Legal services and costs for any other entities created or controlled by the District would be contracted and billed at the same rate structures set forth above.