



HOWELL MOORE & GOUGH  
ATTORNEYS AT LAW • LLP

Weldon U. Howell, Jr. \*  
Brian G. Gough  
Kim R. McDaniel  
Richard G. Battles  
James P. Griffith

1020 State Street, Suite 108  
Santa Barbara, CA 93101

Phone (805) 962-0524  
Fax (805) 962-0534  
www.hmgllaw.com

Edwin M. Moore  
Retired

\* Of Counsel

Email: rbattles@hmgllaw.com  
Direct Line: (805) 570-2988

May 15, 2023

Board of Directors  
Santa Ynez Community Services District  
c/o Loch Dreizler, General Manager  
1070 Faraday Street  
P.O. Box 667  
Santa Ynez, CA 93460

**Subject: Retainer Agreement for Legal Services**

Dear Directors:

I am writing to confirm the engagement of Howell Moore & Gough LLP to provide services to the Santa Ynez Community Services District (the "District") following my retirement on June 30, 2023. This letter is provided pursuant to the California Business and Professions Code, which requires written fee agreements between attorneys and clients in connection with most legal matters. The agreement is required to contain the fee arrangement that is applicable to the case, the general nature of the services to be provided, and the respective responsibilities of the attorney and the client. When signed by you, this letter, together with the enclosed General Terms of Representation, will constitute our written agreement pertaining to the services to be provided by our firm, and will supersede all prior fee agreements between the District and Howell Moore & Gough LLP.

**Description of Services**

Our office currently serves as general counsel to the District. Upon my retirement, the District will be retaining a new attorney or law firm to serve as general counsel. Pursuant to this agreement, I will be available to assist District staff and the District's new general counsel during the transition process. The purpose of this arrangement will be to (i) facilitate the transfer of institutional knowledge to the District's new attorney/law firm, (ii) answer questions about how legal matters have been addressed at the District in the past and provide background information pertaining to such matters, and (iii) assist in locating information contained in legal files and computer records. I will be the lawyer at our firm responsible for providing these services.

Board of Directors  
Santa Ynez Community Services District  
May 15, 2023  
Page 2

**Fees for Services**

For services provided to the District, I will bill a flat monthly retainer fee of \$1,540, which represents the equivalent of four (4) hours of time at a billing rate of \$385 per hour. In the event that I spend more than four (4) hours of time providing services to the District during any calendar month, the additional time will be billed at the rate of \$385 per hour.

**Term of Agreement**

Subject to each party's right of termination as set forth in the enclosed General Terms of Representation, the term of this agreement shall be one (1) year commencing on July 1, 2023.

\*\*\*\*\*

If the foregoing terms meet with your approval, please sign and date this letter below where indicated and return the signed copy to me. You should also retain a signed copy for your records.

I appreciate the opportunity to assist the District with the transition to new legal counsel.

Sincerely yours,



Richard G. Battles of  
HOWELL MOORE & GOUGH LLP

**READ AND APPROVED**

SANTA YNEZ COMMUNITY  
SERVICES DISTRICT

By \_\_\_\_\_  
Frank Redfern, Board President

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

## **GENERAL TERMS OF REPRESENTATION**

The terms upon which **HOWELL MOORE & GOUGH LLP** provides legal services are summarized below. These terms apply in each case in which we accept representation unless different terms are set forth in a separate written fee agreement at the time representation commences.

### **RESPECTIVE RESPONSIBILITIES**

Our law firm undertakes during the course of our representation:

- (1) To provide the legal services you request when and as necessary to competently represent your interests. Our firm maintains errors and omissions insurance coverage for the services that we provide.
- (2) To make ourselves reasonably available to meet with you and to promptly review and respond to you regarding materials you send to us.
- (3) To keep you informed of significant developments in the representation and of information or assistance required from you.

As our client, you undertake the following responsibilities:

- (1) To provide us promptly and candidly with all relevant information in your possession or reasonably available to you.
- (2) To cooperate fully with us, to make yourself reasonably available to meet with us, to promptly review and respond to us regarding materials we send you, and otherwise to communicate with us as necessary to advance your interests.
- (3) To pay our statements promptly upon receipt.

### **DETERMINATION OF LEGAL FEES**

With the exception of any agreed upon monthly retainer fee, our fees will be calculated based on our hourly rates and the amount of time required to provide the services you request. This will include time expended for telephone and office conferences with clients, other counsel, consultants, witnesses, court personnel, government agency staffs and other interested persons; conferences among our legal personnel; factual investigations, including discovery and deposition proceedings; legal research; the preparation of letters, transaction documents, pleadings, briefs and other written materials; travel time; and time waiting in court or before public agencies.

### **COSTS AND EXPENSES; DOCUMENT CHARGES**

In addition to our fees, we will bill you for costs we incur for such items as large photocopy projects done in-house, long distance telephone calls, secretarial overtime, access charges to legal research data bases, and the like. Certain of these items may be charged at more than our direct cost to cover our overhead. We may also incur costs from time to time for such items as photocopying by outside service providers, filings fees with government agencies, travel, and delivery services. If your account with us is current and the cost is insubstantial, we will advance these expenses on your behalf and include them in your next monthly statement. However, in certain instances we will have the bill sent directly to you for payment or will request that you promptly remit payment to us.

In performing our services, we may also utilize specialized legal documents that our firm has developed for specific legal problems and transactions. These documents enable us to respond quickly to our clients' needs at a significantly lesser cost than would be incurred if the documents were specially created for each individual transaction. Because these documents represent the investment of substantial time and expertise by our firm, our fees may include a standard document charge, which is in addition to our fees for adapting the documents to your specific needs, but which will be included in any fee quotation or estimate that we provide to you.

#### **BILLING ARRANGEMENTS AND PAYMENTS**

Unless other arrangements have been made, we will submit monthly statements during the course of our representation for services rendered and for costs we incur or advance on your behalf. Our statements are due upon presentation and are considered delinquent after thirty (30) days. A service charge of 10% per annum is assessed against accounts that are not paid within thirty (30) days of the date of the statement, and if our statements are not paid in a timely manner, we will be entitled to suspend further legal services or to discontinue representation until acceptable payment arrangements are made. All payments received are first applied against any outstanding costs advanced.

#### **ESTIMATES**

Any estimates we make as to anticipated costs or fees are only estimates and should not be considered as fee quotes. The amount of our fees will depend both on the considerations discussed above and a variety of other factors that are beyond our ability to control, including the negotiating positions adopted by the parties, the skills, experience and level of expertise of opposing counsel, and the extent to which changes occur in the law, the facts communicated to us, or the terms of the transaction during the course of our representation. For these reasons, it usually is not feasible to make a firm commitment as to the total costs and fees that will be incurred in a particular matter, and any fixed fee quotations that we give will be set forth in a separate written agreement.

#### **BILLING INQUIRIES**

It is of paramount concern to us that our clients not only receive the quality of legal service we provide, but that they be satisfied that our statements for those services are fair and reasonable. We therefore encourage you to contact our accounting department or the attorney responsible for your account if at any time you have any questions concerning our statements, the manner in which they are prepared, or the amounts included in them.

#### **TERMINATION AND MODIFICATION**

Our engagement may be terminated at any time by you or our firm by providing sixty (60) days prior written notice of such termination to the other party. Any other modification to the terms of our engagement requires the written approval of both you and our firm.