

**NOTICE AND CALL OF A SPECIAL MEETING:
San Simeon Community Services
Board of Directors Closed Session Meeting**



I, Gwen Kellas, Chairperson of the San Simeon Community Services District Board of Directors, hereby call a Special Meeting of the Board of Directors, pursuant to California Government Code Section 54956. The Special Meeting will be held Thursday: May 27, 2021 at 5:00 pm.

Internet Meeting Location

Pursuant to Governor Gavin Newsom's Executive Order N-29-20 dated March 17, 2020 and the San Luis Obispo County Local Emergency Order and Regulation regarding COVID-19 dated March 18, 2020, this meeting shall occur as a virtual teleconference using the Zoom app.

Join Zoom Meeting

<https://us02web.zoom.us/j/9270537206?pwd=RDNNcTErb2E1TmswRG51WGNEZVJLQT09>

Meeting ID: 927 053 7206

Password: 114376

One tap mobile

+1 669 900 9128, 9270537206# US (San Jose)

+1 346 248 7799, 9270537206# US (Houston)

The following commands can be entered via DTMF tones using your **phone's** dial pad while in a **Zoom meeting**: *6 - Toggle mute/unmute. *9 - **Raise hand**.

Time: May 27, 2021 5:00 PM Pacific Time

NOTE: On the day of the meeting, the virtual meeting room will be open beginning at 4:30 PM. If you are unable to access the virtual meeting please contact Cortney Murguia at (805) 927-4778 prior to the 5:00 PM meeting start time and staff can assist you in accessing the meeting. Should you have any questions related to the information on this agenda or if you wish to submit public comment in the written format you can email Cortney Murguia at admin@sansimeoncsd.org. Members of the public can also contact the District office at (805) 927-4778 or (805) 400-7399 with any questions or concerns related to this agenda or accessing the meeting.

The purpose of the Special Meeting is to discuss or transact the following business:

- 1. OPEN SESSION: 5:00 PM**
 - A. Roll Call

- 2. PUBLIC COMMENT:**

This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #3. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

3. BUSINESS ACTION ITEM:

A. Approval of revised contract for legal services for Adamski, Moroski, Madden, Cumberland, and Green, LLC.

4. CLOSED SESSION:

A. Public Comment –

B. Pursuant to Government Code Section 54956.9 (d)(2) Conference with District Legal Counsel regarding anticipated litigation. Number of cases: one (1) Robert Hather.

5. RECONVENE TO OPEN SESSION – An announcement of any reportable action taken in closed session will be made in open session.

6. ADJOURNMENT

If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, contact the District Administrator at 805-927-4778.

**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP**

ATTORNEYS AT LAW

Post Office Box 3835 • San Luis Obispo, California 93403-3835
T 805-543-0990 • F 805-543-0980 • *www.ammcglaw.com*

April 19, 2021

VIA ELECTRONIC MAIL

San Simeon Community Services District
c/o Charles Grace, General Manager
111 Pico Avenue
San Simeon, CA 93452
Email: cgrace@graceenviro.com

Re: Fee Agreement

Dear San Simeon Community Services District Board of Directors:

This letter will confirm that the San Simeon Community Services District has engaged Adamski Moroski Madden Cumberland & Green LLP (the "Firm") to perform the legal services described below. When you countersign on behalf of San Simeon Community Services District ("District" or "You"), this letter will evidence our agreement ("Agreement") with respect to those services. To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

As discussed below, it is understood and agreed that the Firm will submit its monthly invoices and costs advanced to San Simeon Community Services District, attention Charles Grace, General Manager. It is expressly understood and agreed that San Simeon Community Services District is responsible for the attorneys' fees and cost obligations incurred by the Firm in representing the interests of San Simeon Community Services District.

Please read this letter carefully. If You have concerns, please feel free to contact us. We encourage You to discuss these matters with us at any time from the inception of this Agreement through the course of representation.

1. RECITALS.

1.1. The scope of the requested representation is to advise and represent You in connection with any legal matters that You may refer to the Firm from time to time ("Matter(s)"), including acting as District general legal counsel, any matters related thereto, and any other matters of District business which may be referred to the Firm from time to time.

1.2. The scope of our representation may be expanded from the work described above only if agreed upon in writing by both You and the Firm. We cannot guarantee a particular result or outcome in the Matter for which we have been retained. Our responsibility in representing You

is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

1.3. You recognize and agree that one or more lawyers and/or paralegals at the Firm may work on the Matter. You understand that You are hiring the law firm and not any individual lawyers. However, Jeffrey A. Minnery will be the attorney primarily responsible for this Matter.

1.4. This Agreement will be effective when it is countersigned by You. However, this Agreement will apply retroactively to any services we may provide in connection with the engagement before the date this Agreement is countersigned by You.

2. ATTORNEYS' FEES IN INDIVIDUAL ACTION; STATEMENTS IN "BLOCK BILLING" FORMAT.

2.1. You agree to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties.

2.2. Billing statements will be prepared and mailed to You on a monthly basis. The Firm's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by You, and a billed amount will be deemed past due if not paid within thirty (30) days of the date of the billing statement on which it first appears. Upon completion of this representation, the Firm will send You a final statement for all remaining fees and costs, if any.

2.3. The attorneys' fees component of the Firm's billing statements will appear in "block billing" format. In other words, while the work performed by Firm attorneys on any given day will be stated in some detail, the time spent in performing those tasks will be aggregated and will appear as a single time entry for each attorney on that day. The minimum billing block is 0.2 hour for each task.

2.4. The legal services to be rendered by the Firm on Your behalf will be charged at an hourly rate. All attorneys and paralegals have an assigned hourly rate and separately record their time spent on each client matter. Hourly rates vary, and each statement reflects the hourly rates. Because the time spent by professionals in performing services on Your behalf is the most significant element in determining the amount of our fees, we cannot predict in advance what the total amount of fees will be for this engagement. Jeffrey A. Minnery's current rate and the rate for other attorneys in the Firm will be \$215.00 per hour. This is a discounted rate due to the public entity status of the San Simeon Community Services District.

2.5. These rates are subject to change, typically on an annual basis. It is understood that the fees charged in this Matter will include these periodic increases and will be reflected on billing statements.

2.6. If a billing statement is not paid when due as described in paragraph 2.2 above, from the date when such statement is 30 days past due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

3. COSTS AND EXPENSES.

3.1. You shall be responsible for all costs and expenses incurred while working on Your Matter. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, online research charges, deposition costs, and travel expenses, including lodging, food and the like. With Your advance authorization, the Firm may employ outside legal counsel, investigators, and other experts or consultants, whose fees and expenses shall be charged to You as costs.

3.2. The Firm may, in its discretion, advance some costs and expenses, with reimbursements to be made by You upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

3.3. We will require the deposit of our reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

4. RETAINER DEPOSIT.

We will not require an advance retainer prior to the commencement of work in this Matter. We may require a retainer if the anticipated scope of our work changes prior to any mediation, arbitration or trial of the Matter. To the extent a retainer is requested, it will be deposited into the Firm's client trust account and retained there. The Firm's monthly invoices for fees and costs will be paid from the deposited retainer amount until it is exhausted. To the extent any portion of the retainer deposit is left at the conclusion of our engagement, it will be returned to You.

5. REPRESENTATIONS.

It is acknowledged that we have made no representation whatsoever regarding the successful resolution of the Matter.

6. COOPERATION AND RESOLUTION.

You agree to cooperate fully with us in all aspects of the Matter. Examples of the assistance that You are required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying this Firm's

invoices as they come due.

7. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.

7.1. You may discharge the Firm at any time. The Firm may withdraw for good cause. Among facts constituting good cause is the breach of this Agreement by You, failure to cooperate with us or to follow our advice on a material matter, failure to pay this Firm's invoices when due, or any fact or circumstance that would permit us to withdraw under California attorney ethics rules.

7.2. Unless specifically agreed by all parties, we will provide no further services and advance no further costs after receipt of notice that You have discharged the Firm as Your attorneys.

7.3. Should the Firm withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. You will remain responsible for any costs incurred on Your behalf and remaining unpaid at the time of our discharge or withdrawal.

7.4. You and the Firm each agree to sign any documents reasonably necessary to complete the Firm's discharge or withdrawal as Your attorneys.

7.5. Upon completion of the legal tasks and representation covered by this engagement letter, the Firm will provide no further services unless agreed to in writing by both parties.

8. RIGHT TO SEEK INDEPENDENT LEGAL ADVICE.

Before entering into this Agreement, the Firm has advised You of Your right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. You may seek such independent advice as You desire concerning any questions on this matter.

9. INSURANCE COVERAGE.

The Firm maintains errors and omissions insurance applicable to the legal services to be provided.

10. ARBITRATION.

10.1. Any dispute between You and the Firm concerning attorneys' fees or other costs for professional services rendered by the Firm pursuant to this Agreement will be, at Your election, submitted to arbitration. If You elect to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

10.2. In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable

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attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

Please review this Agreement carefully. If You have any questions, please contact me before signing the consent set forth below. In addition, You are free to consult with independent counsel regarding this Agreement or regarding any other matter related to the Firm's representation of You.

We ask that You print and sign (or digitally execute) a copy of this Agreement and return it to our office via facsimile, scanned email, or mail at Your earliest convenience. Please also retain a copy for Your records.

Very truly Yours,

ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP



JEFFREY A. MINNERY

JAM:jeb

G:\San Simeon CSD\San Simeon CSD Fee Agreement.docx

I acknowledge that I have read, understood and agree to the terms set forth in this Agreement, that I have the authority to execute this Agreement on behalf of San Simeon Community Services District, and that I have kept a duplicate copy of this Agreement.

SAN SIMEON COMMUNITY
SERVICES DISTRICT

Dated: _____

Gwen Kellas, President