LEGAL SERVICES AGREEMENT BETWEEN
FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT AND
HOLMES CHRISTIAN, A PROFESSIONAL LAW CORPORATION

This [PROPOSED] Legal Services Agreement (hereinafter "the Agreement") is entered into by and between FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT (hereinafter "FLLCSD" or "Client") and HOLMES CHRISTIAN, A PROFESSIONAL LAW CORPORATION (hereinafter "Holmes Christian" or "Attorney"). Client and Attorney are hereinafter collectively referred to as "the Parties.

Under this Agreement, HOLMES CHRISTIAN shall serve as the Client's general counsel. This Agreement is intended to authorize FLLCSD by and through its General Manager, or its Board of Directors, to request and/or utilize attorney services as needed and to pay for such services from any available funds the fees and costs associated with legal services furnished by Attorney in accordance with the terms and provisions of this Agreement. The Parties intend this Agreement to be effective from OCTOBER 15, 2026 and continue until terminated in writing by either Party. Now, therefore, FLLCSD and Attorney agree as follows:

1. Attorney will provide legal services to Client upon request for the sole benefit of the Client. Legal services shall be provided only as requested by the Client, whether that be from the FLLCSD Board of Directors, the General Manager for FLLCSD, or FLLCSD Officers, in accordance with any Board of Director direction, and subject to the exercise of Attorney's professional judgment.

2. Attorney will provide primary legal services to advise FLLCSD regarding legal matters including but not limited to those related to the internal governance, corporate governance; advice regarding compliance with applicable rules, regulations and permit conditions related to the operation of the Community Services District, attendance at FLLCSD board meetings as needed or requested; providing legal advice and assistance with personnel matters; serving as counsel for any FLLCSD civil litigation, prosecution and/or defense of civil claims; labor negotiations and any other general legal matters, including judicial, arbitration, mediation, or negotiation proceedings.

3. FLLCSD will communicate requests for the provision of legal services for particular matters in writing or electronically when possible, or orally or telephonically when necessary or advisable. Attorney will endeavor to confirm assignments in writing or electronically, whether such assignments are given in writing, electronically, orally, telephonically, or otherwise. By approving this Agreement, FLLCSD hereby authorizes and directs the Attorney to engage in the activities and tasks on behalf of the Client as agreed to by Attorney and FLLCSD.

4. Attorney, at all times in the performance of the Agreement, is an agent of FLLCSD, as a provider of professional services, and is not an employee of FLLCSD.

5. Attorney's fees are calculated on a straight hourly basis, in minimum .1-hour increments (6 minutes), according to the practice area involved at the hourly rates as set forth in the below table:

RATE TABLE (DESCRIPTION)	RATE/hr
Review, Edit, or Advise on Draft Board Meeting Agendas as requested.	$300/hour
Conferences and Meetings with the CSD Board of Directors, FLLCSD Management, Officers, or other agents of FLLCSD as requested.	$300/hour
Legal Research, Advisory Opinions as requested.	$300/hour
Contract Drafting, Negotiation, Purchasing, or Transactions as requested.	$300/hour
Labor and Employment, Personnel Matters as requested.	$300/hour
Governing Board Meeting, internal governance document drafting, and Parliamentary Procedure as requested.	$300/hour
Insurance, Liability, preliminary procedures (i.e. notices), and Tort Claims (prior to complaint filed) as needed.	$300/hour
Pre-trial litigation, law, and motion practice (commencing with filed complaint) as needed. This includes all types of litigation including administrative proceedings.	$350/hour
Alternative Dispute Resolution, Arbitration and Mediation as needed.	$350/hour
Trial and Post-trial including enforcement of judgment as needed.	$350/hour
Appellate court proceedings as needed.	$400/hour

Other Fees or Rates: Attorney will bill for law clerk time incurred at the rate of $150 per hour and document clerks at the rate of $80.00 per hour. A law clerk is a firm employee who is concurrently enrolled at an ABA accredited law school. A document clerk is an assistant within the offices of Holmes Christian.

FLLCSD will reimburse Attorney for reasonable costs, fees, and expenses incurred in providing legal services to the Client. These shall include, but not be limited to, court filing fees, court reporter and transcription services, outside postage, outside reprographics and copying, translation services and demonstrative exhibits, expert witness fees, or other costs that are a necessary and reasonable part of providing legal services to the Client. FLLCSD shall promptly reimburse such costs within thirty (30) days after the costs are invoiced to FLLCSD by the attorney.

Attorney will bill for attorney travel time to locations outside of the Lake Tahoe Basin at the reduced rate of $50/hour. Mileage will be charged at the standard IRS mileage rate in addition to the reduced hourly rate. If travel is needed that is inclusive of overnight travel, FLLCSD will reimburse Attorney for the actual cost of travel including air travel, lodging and meals, parking, and related miscellaneous expenses.

5. Attorney will send FLLCSD a monthly statement for fees and costs incurred, if services are rendered in the month prior. If no services are rendered, Attorney need not provide a monthly invoice, statement, or billing. Each statement will be due and payable within thirty days of mailing. Attorney will provide a statement within 45 days of the end of each month in which services are rendered. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be identified by item and amount. If any amount is contested, Client shall notify Attorney by writing within fifteen (15) business days and Attorney shall hold any unearned, contested funds, in trust until the issue is resolved.

6. FLLCSD shall send payment to Attorney for billed fees and expenses as soon as reasonably practicable after receiving the statement, not to exceed 90 days.

7. The hourly rates for legal services established in Paragraph 5 shall be guaranteed not to increase for a period of twenty-four (24) months from the date this agreement is executed. Thereafter, the hourly rates shall be subject to a 5% annual increase unless the parties agree to execute a new agreement.

8. Holmes Christian PLC is an independent contractor whose professional services have been hired by FLLCSD pursuant to the terms of this Agreement. No member, employee or agent of Holmes Christian is presently an employee of FLLCSD, nor may such an employment relation ever accrue by reason of Holmes Christian's representation of FLLCSD.

9. Attorney warrants that the offices of Holmes Christian maintain professional liability insurance (malpractice insurance), a certificate of which may be provided upon request, and that its attorneys and employees are independently insured for workers compensation, health insurance, errors and omissions insurance, and automobile insurance.

10. In conducting legal research, Attorneys utilizes industry standard legal research tools which may incorporate artificial intelligence search functions. Attorneys, however, warrant that they do not rely on artificial intelligence for legal citations, analysis, or results. Attorneys do not

put confidential client information into public artificial intelligence tools. Attorneys warrant that they independently verify every citation, conduct their own legal research, use their own independent judgment, and do not rely upon artificial intelligence tools for their work.

11. FLLCSD, its Board of Directors, Officers, and other agents agree to cooperate with Attorney, to be honest and candid with Attorney about all facts concerning the subject of Attorney's representation, to keep Attorney fully informed of any information or developments that may come to either party's attention and that may be pertinent to any matter in which Attorney is representing or advising the Client.

12. FLLCSD, and any agents, also agrees to abide by this Agreement and to cooperate with and assist Attorney in all matters related to Attorney's representation of the client, including but not limited to providing necessary information and documents and having FLLCSD personnel appear when necessary. Attorney will take reasonable steps to keep FLLCSD, by and through its Board of Directors, informed about significant developments relating to the representation, including promptly complying with reasonable requests for information and/or for copies of significant documents when necessary to keep the client reasonably informed.

10. FLLCSD may terminate this Agreement at any time. Attorney may withdraw with FLLCSD consent, for good cause, or as permitted by law. Good cause includes, without limitation, the Client's material breach of this Agreement, such as refusal to cooperate on a material matter, or any fact or circumstance that would reasonably constitute good cause for withdrawal or otherwise provide grounds for withdrawal under the law or the Rules of Professional Conduct governing attorneys in California.

11. When Attorney's services conclude, all unpaid charges based on legal services provided and expenses incurred by Attorney prior to the effective date of the termination, will immediately become due and payable. After services conclude, Attorney will refund any unearned portion of any advance deposits, and upon FLLCSD'S request, will deliver all of the client files and property in Attorney's possession back to FLLCSD.

12. Attorney will have a lien for all unpaid legal fees and costs on all claims or causes of action that are the subject of Attorney's representation of FLLCSD under this contract. The Client agrees that Attorney's lien automatically attaches to any award or recovery the Client may obtain whether by settlement, arbitration award, jury verdict, court judgment or other order.

13. After services conclude, Attorney will, upon FLLCSD'S, request, deliver the legally required files to the Client, along with any funds or property of the Client in attorney's possession. If Client does not request the files, Attorney will retain the files in a digital format for a period of five (5) years after the representation ends. If FLLCSD does not request delivery of the files before the end of the five (5) year period, attorney will have no further obligation to retain the files and may, at attorney's discretion, destroy the files without further notice to FLLCSD. At any point during the five (5) year period, FLSCSD may request delivery of the files.

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14. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S GUIDELINES FOR COMMERCIAL ARBITRATION RULES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

KS FLLCSD AUTHORIZED AGENT _____ ATTORNEY INITIALS

15. Any such dispute or actionable claims shall be heard by a single arbitrator. Attorney shall provide FLLCSD with three (3) proposed arbitrators, from which the Client shall choose one (1) arbitrator to hear the dispute. The place of arbitration shall be in El Dorado County, California. The arbitration shall be governed by the laws of the State of California. Depositions shall be limited to a maximum of 2 per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings.

16. Arbitration hearings shall take place within 180 days of filing for arbitration and awards shall be rendered within 60 days. The Arbitrator shall agree to these limits prior to accepting appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

17. If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. Attorney makes no promises or guarantees about any matter or about the outcome of any matter. Any comments by Attorney (before or after the effective date of this Agreement) about any matter or the potential outcome of any matter are expressions of opinion only, are not intended as promises or guarantees, and shall not be deemed to be promises or guarantees. Similarly, any estimate of fees given by Attorney shall not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the estimate. Actual fees may vary significantly from any estimates given.

19. All notices, letters or other communications, electronic or otherwise, authorized or required by the Agreement shall be deemed transmitted, served and effective for all purposes on the date they are reduced to writing, deposited in the United States mail, postage prepaid, and by electronic mail, addressed as follows:

Alexis C. Holmes, Esq. Tara L. Christian, Esq. HOLMES CHRISTIAN A PROFESSIONAL LAW CORP. P.O. Box 15050 South Lake Tahoe, CA 96151 530-328-1818 holmes@hctahoe.com christian@hctahoe.com	Fallen Leaf Lake Community Services District Address: 400 Fallen Leaf Rd. South Lake Tahoe CA 96150 Telephone: 530-544-3300 Email: ksipprell@flcsd.org Mailing address: PO Box 9415 South Lake Tahoe, CA 96158

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT AND ITS BOARD OF DIRECTORS SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. SIGNATURES TO FOLLOW ON THE NEXT PAGE.

DATED 10/16/26

Karen Sipprell

KAREN SIPPRELL, BOARD PRESIDENT
of
FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
for
FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT

REPRESENTATION ACCEPTED

HOLMES CHRISTIAN

DATED 10-16-2026

Alexis Holmes

ALEXIS C. HOLMES, ESQ.
for
HOLMES CHRISTIAN, A PROFESSIONAL LAW CORPORATION