

BRUNICK, MCELHANEY & KENNEDY

PROFESSIONAL LAW CORPORATION

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WILLIAM J. BRUNICK
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December 18, 2025

VIA ELECTRONIC TRANSMISSION

Brittany Chavez, General Manager
Morongo Valley Community Services District
11207 Ocotillo Street
Morongo Valley, CA 92256

RE: Retainer Agreement for Legal Services

Dear Ms. Chavez:

The law firm of Brunick, McElhaney & Kennedy ("Firm") welcomes the opportunity to submit this agreement to restructure this Firm's financial arrangement with Morongo Valley Community Services District ("District").

If acceptable, the purpose of this letter is to furnish the District and this Firm with a written memorandum of the terms and conditions under which this Firm will continue our General Counsel representation of the District pursuant to a mutually-beneficial monthly retainer arrangement.

Terms and Conditions

1. Services - This Firm will provide such General Counsel legal services as requested by the District. No other services are covered by this agreement. Litigation is expressly excluded from this Agreement. Additionally, this Firm may exclude such services from this agreement that this Firm deems too burdensome and/or time-consuming to be reasonably covered by the provisions hereof

2. Attorney's Fees - In consideration of the necessary legal services rendered and to be rendered, this Firm will charge the District a flat retainer of \$2,500.00 a month effective January 1, 2026. This amount may be adjusted informally by the District and this Firm in the event of a significant change in monthly workload. This Firm will not bill the District for any month in which this Firm did not provide any services to the District.

Services will be billed monthly and all bills are payable thirty (30) days after receipt by the District. All checks should be made payable to Brunick, McElhaney & Kennedy.

This Firm may withdraw from this agreement if prompt payment, in full, is not made within thirty (30) days from the date of the billing, unless other arrangements have been made, in writing, in advance. The District is not obligated to assign any matters to this Firm.

Brittany Chavez, General Manager
Morongo Valley Community Services District
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- 3. Costs and Disbursements - This Firm will not pass through to the District any copying, postage, and telephone expenses except in extraordinary circumstances; other non-routine or third-party expenses incurred by this Firm on the District's behalf (such as filing fees and service costs) may be included in this Firm's monthly invoices to the District.
- 4. Special Counsel - The District may, in its sole discretion, contract with other attorneys for services that this Firm may or may not be qualified to provide. Procurement of such services may be separate and apart from this agreement.
- 5. Termination - The District and/or this Firm may terminate this agreement at any time.

If this fee agreement is satisfactory to the District, please sign in the space indicated below and return the executed original to our office. The District may keep a copy for its files.

On a personal note, I wish to thank the Board and District staff for the opportunity to continue to represent the District.

Very truly yours,

BRUNICK, McELHANEY & KENNEDY



Steven M. Kennedy

Enclosures

AGREED TO AND ACCEPTED:

By: _____
President, Board of Directors
Morongo Valley Community Services District

Dated: _____, 2025