

**Request for Qualifications/Proposal (RFQ/P)
For Outside General Legal Counsel
for the SANTA MARIA PUBLIC AIRPORT DISTRICT**

RFQ/P Released: JUNE 27, 2025

RFQ/P Submission Deadline: JULY 25, 2025, by 3:00 P.M. (PST)

**Santa Maria Public Airport
Attn: Martin Pehl, General Manager
3217 Terminal Drive
Santa Maria, CA 93455
Email: mpehl@santamariaairport.com**

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SECTION I - INTRODUCTION AND BACKGROUND

A. Introduction

The Santa Maria Public Airport District ("District") invites interested law firms or individual attorneys ("firm(s)" or "proposer(s)") with a minimum of five (5) years of experience representing public agencies in general governmental procedures, compliance, contracts and transactions, and civil litigation to submit proposals to provide general counsel legal services for the District. Legal services will include managing and determining the need for special counsel services.

The objective of this request is to provide the District Board and staff with reliable and effective legal services on an as-needed basis. A firm selected as General Counsel will serve at the pleasure of the Board of Directors of the District and under the direction of the DISTRICT General Manager. It is anticipated that the selected firm will enter into a professional service agreement for a term of three (3) years, with an opportunity for up to two (2) additional consecutive twelve (12) month extensions.

All proposals must be received by July 25, 2025, by 3:00 P.M. (PST). The preferred method for proposal submission is electronic via email. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Martin Pehl, General Manager
Santa Maria Public Airport
3217 Terminal Drive
Santa Maria, CA 93455

B. Background

The Santa Maria Public Airport District was formed in 1964 on the former site of the Santa Maria Army Base. The District currently encompasses approximately 2,598 acres, including two active runways, and provides facilities for one commercial airline and serves as home base for over 200 general aviation aircraft. Since formation of the District, numerous projects have been accomplished which directly and indirectly benefit each person in the District, including the design and construction of the new airport terminal building, crash/fire/rescue station, air traffic control tower, new owner-built hangars area, and other facilities adjacent to the primary runway. The District will complete construction on a new world-class customs facility staffed by U.S. Customs and Border Patrol (CBP) later this year.

The District is governed by a five-member Board of Directors who serve four-year terms and are elected at large. The directors entrust the responsibility for the efficient execution of airport policies to the General Manager. Regular Board meetings are generally held every second and fourth Thursday of each month at 6:00 p.m. at the Airport Offices in Santa Maria, CA. The length of the meetings depends on the issues being considered.

Typically, legal counsel advises on complex resolutions or reports that have specific legal issues. Routine matters and/or reports generally do not require review by legal counsel.

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications

The District is seeking a legal firm or individual committed to providing the highest quality legal representation to serve as Legal Counsel for a minimum term of three (3) years.

Required qualifications include that the proposer must:

- be admitted to practice in the State of California and be members in good standing with the State Bar of California;
- be familiar with the function and purpose of Special Districts, with a strong preference for experience with California Public Airport Districts;
- have experience in public agency law and advising public officials, administrators and employees on laws pertaining to local government administration, organization, regulations, transactions and litigation matters; and
- capability to provide expertise in the area of general public sector law, land use, human resources/personnel, public ethics and transparency laws (e.g. Brown Act, conflict of interest, Public Records Act), real property including leasing, construction law, and contracts and litigation.

Experience in litigation and other legal issues that are routine with a Special District or other public agency and knowledge of FAA airport regulations and federal contract experience are highly desirable.

B. Scope of Services

The legal services provided to the District include, but are not limited to:

- providing general legal advice to the Board of Directors and the General Manager when requested;
- providing legal counsel pertaining to compliance with State Regulations, Codes, State and Federal Acts, contracts, the California Environmental Quality Act (CEQA), the Brown Act, ethics and conflict-of-interest law, public records requests, personnel and employment law, and intergovernmental relations;
- providing annual updates on important developments concerning the Political Reform Act and other conflict of interest issues, legislation and judicial decisions;
- preparing legal opinions or responses on specified issues when needed;
- serving as the District Legal Counsel and representative in all Board matters, including litigation and administrative proceedings, as necessary;
- attending regular and special Board meetings at the request of the Board;
- attending in-person and remote meetings with the General Manager and/or Board when required and/or maintaining telephone and e-mail contact as needed;
- reviewing and commenting on documents prepared by District staff including staff reports, resolutions, contracts, correspondence, administrative policies, and other documents as needed and within the requested timeframe;
- preparing and/or reviewing agency agreements, documentation, and other materials on request; and
- preparing occasional reports and presenting information at public meetings as needed.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

The following represents the tentative schedule for this RFQ/P. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFQ/P. The schedule for other milestones dates may be adjusted without notice.

A. Timeline

DATE	EVENT
FRI, JUNE 27, 2025	RFQ/P RELEASE DATE
THURS, JULY 10, 2025	PRE-PROPOSAL QUESTIONS DUE BY 3:00 P.M. (PST)
FRI, JULY 25, 2025	PROPOSALS DUE BY 3:00 P.M. (PST)
WEEK OF JULY 28	CANDIDATES MAY BE INVITED FOR INTERVIEW WITH BOARD OF DIRECTORS (CAN BE VIRTUAL)
AUGUST 4-8, 2025	FINAL SCREENING PROCESS, INCLUDING REFERENCE CHECKS / NEGOTIATE CONTRACT
AUGUST 14, 2025	BOARD APPROVES CONTRACT AND APPOINTMENT IN REGULAR MEETING / PRESIDENT SIGNS CONTRACT
SEPTEMBER 1, 2025	ANTICIPATED START DATE

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

1. Qualifications of Firm and Personnel

Including:

- detailed scope of services that reflects the firm's understanding of the agency's requirements;
- description of the firm;
- statement of qualifications and experience;
- the individual to be assigned to the DISTRICT as Legal Counsel and their qualifications and professional credentials; and
- summary of experience with Special Districts and local government agencies relative to the legal issues and practices described above.

2. Identify Existing and Potential Conflicts of Interest

List all current public clients in Santa Barbara County for which the legal firm provides service. To the extent they are reasonably foreseeable, please indicate any actual or

potential conflicts of interest that might arise from the firm's or individual attorney's representation of the District. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

3. Local Government Client References

List two primary references of the legal firm and of the individual who would serve as the District Legal Counsel. Please include contact information for references and permission to contact those references. Additional professional references may be provided. There is a strong preference for one reference from a public airport or aviation-related client, if available.

4. Budget, Retainer, and/or Rates

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the contract with the District. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences as a retainer or hourly rate.

5. Additional Information

Include the location of the legal firm and the availability of appropriate professionals as needed for legal counsel. Identify any other related qualifications and information not specified in this RFQ/P which the firm may consider to be essential and relevant to the District.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFQ/P must be made in writing to mpehl@santamariaairport.com with the email subject line of: **QUESTIONS - Legal RFQ/P** by Thursday, July 10, 2025, at 3:00 p.m. (PST). Requests submitted after said date may not be considered. The District will do its best to answer questions within five (5) business days. Questions and responses may be posted anonymously on the District website. The District reserves the right to determine the appropriateness of comments/questions that will be posted.

D. Submittal Instructions

If you or your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to mpehl@santamariaairport.com with the email subject line of: **PROPOSAL - Legal RFQ/P**, by Friday, July 25, 2025, at 3:00 p.m. (PST).

SECTION IV - RFQ/P PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

The proposals shall be reviewed based on the following criteria and scale. One of the most important criteria are the qualifications of the firm and the costs of services. The goal is to contract with a firm that is qualified and cost effective:

- 1. Qualifications of Firm and Personnel:** 30% - expertise, experience, and capability of the proposer to provide outstanding legal services regarding the Board's goals.
- 2. Identify Existing and Potential Conflicts of Interest:** 10% - potential and existing conflicts of interest.

3. Additional Information: 15% - Location of firm and availability of appropriate professionals as needed for meetings or other circumstances. Other information may be provided as well.

4. Public Entity Client References: 15% - reference checks.

5. Budget, Retainer, and/or Rates: 30% - Overall cost of the proposal and the levels of service the District can expect to receive from the proposer.

B. Final Selection

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the full District Board of Directors.

The District Board of Directors will conduct a review of applications submitted under this RFQ/P. Proposers may be invited to a meeting of the Board for interviews at the discretion of the Board. The final contract will be signed by the District Board President.

C. Contract Award and Execution

The District reserves the right to enter a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to withdraw the RFQ/P in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFQ/P and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFQ/P will not be considered. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the Request for Proposal (RFQ/P).
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFQ/P.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFQ/P document and the successful proposal, as amended by agreement between the District and the successful proposer, including e-mail or written correspondence relative to the RFQ/P, may become part of the contract documents. Additionally, the District may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFQ/P are not negotiable and will remain unchanged unless the District determines that a change in such requirements is in the best interest of the District.

The District expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFQ/P. The successful proposer will be expected to enter a contract with the District. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the District grants an extension, following the delivery of the contract documents, the District may elect to negotiate a contract with the next-highest ranked proposer.

The District shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The District reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - GENERAL CONDITIONS

A. DISTRICT Rights & Options

1. All proposals must be submitted to the DISTRICT email address: mpehl@santamariaairport.com with the email subject line of: **PROPOSAL – Legal RFQ/P** in Adobe (pdf) format by Friday, July 25, 2025, at 3:00 p.m. (PST). **Late proposals will not be considered.**
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFQ/P does not constitute an offer of employment or contract for services.
4. The District may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFQ/P and to make more than one award, or no award, or postpone or cancel, at any time, this RFQ/P process, if the District determines such action to be in its best interests.
5. The District reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
6. The issuance of this RFQ/P does not constitute an agreement by the District that any subsequent selection process will occur, or that any contract will be entered into by the District. Proposals and other materials will not be returned.
7. The District has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.

8. All documents submitted to the District in response to this RFQ/P will become the exclusive property of the District.
9. All proposals shall remain firm for one hundred twenty (120) days, following the closing date for receipt of proposals.
10. The District reserves the right to award the contract to the firm that presents the proposal which, in the judgment of the District, best accomplishes the desired results.
11. The term of the contract will be three (3) years with a start date of September 1, 2025. The contract may be renewed at the discretion of the District for up to two consecutive 12-month periods. Any request by the firm to increase pricing may not exceed national or regional CPI and must align with the DISTRICT's budget cycle.
12. Any contract awarded pursuant to this RFQ/P will incorporate the requirements and specifications contained in this RFQ/P. All information presented in a proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 *et seq.*, all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of all responses to this RFQ/P, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret under Government Code section 6254(k) or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFQ/P should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent DISTRICT considers proper under the law. If an agreement is entered into with the proposer, DISTRICT shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

14. The District will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFQ/P is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the District in any action arising out of such dispute, lawsuit, claim, or demand.

15. The proposer warrants that no official or employee of the District has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFQ/P, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the District.
16. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
17. Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900 *et seq.*), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285 *et seq.*).

Nondiscrimination: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.
18. Unforeseen additional items and/or services may be required. The District therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFQ/P

This RFQ/P is posted at: <https://www.santamariaairport.com/airport-business/bid-opportunities>. Any changes, additions, or deletions to this RFQ/P will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFQ/P. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFQ/P closes.

C. Communications

All communications concerning this RFQ/P shall be directed to mpehl@santamariaairport.com with the email subject line of: **Correspondence – Legal RFQ/P**. All other communication is not binding and shall in no way modify the RFQ/P or the obligations of the District.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the District and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the District.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ/P must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations". The District may waive any immaterial deviation or defect in a proposal.

F. Award

The District reserves the right to make awards within One Hundred Twenty (120) days after the date of the RFQ/P closing.

G. FAA Certification Requirement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION 49 CFR PART 29 (VERSION 1, 1/5/90) THE CONSULTING FIRM CERTIFIES, BY SUBMISSION OF THIS STATEMENT OF QUALIFICATIONS OR ACCEPTANCE OF A CONTRACT, THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY. IT FURTHER AGREES BY SUBMITTING THIS STATEMENT OF QUALIFICATIONS THAT IT WILL INCLUDE THIS CLAUSE WITHOUT MODIFICATION IN ALL LOWER TIER TRANSACTIONS, SOLICITATIONS, PROPOSALS, CONTRACTS, AND SUBCONTRACTS. WHERE THE CONSULTANT OR ANY LOWER TIER PARTICIPANT IS UNABLE TO CERTIFY TO THIS STATEMENT, IT SHALL ATTACH AN EXPLANATION TO THIS SOLICITATION/PROPOSAL.

APPENDIX A: Proposed Legal Services Agreement

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is effective _____ ("Effective Date") between the [DISTRICT] ("District") and _____ ("Attorney") to perform the legal services described below. The District and Attorney are hereinafter referred to as the "Parties." 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.

1. RECITALS.

1.1. The District desires to retain the Attorney to discharge the duties of District Legal Counsel. The scope of the requested representation by the Attorney is to advise and represent the District in connection with any legal matters that the District may refer to the Attorney from time to time ("Matter(s)"), including acting as District general legal counsel, representing the District in groundwater litigation or conflicts, any matters related thereto, and any other matters of District business which may be referred to the Attorney from time to time.

1.2. The scope of the representation may be expanded from the work described above only if agreed upon in writing by both the District and the Attorney. The Attorney cannot guarantee a particular result or outcome in the Matter for which the Attorney has been retained. The Attorney's responsibility in representing the District is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

1.3. This Agreement is effective as of the Effective Date, regardless of when the Agreement is signed by the Parties.

2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years beginning on the Effective Date. The term of this agreement may be extended by mutual written agreement of the parties.

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

3.1. The District agrees 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. It is understood and agreed that the Attorney will submit its monthly invoices and costs advanced to [DISTRICT], attention General Manager. It is expressly understood and agreed that the District is responsible for the attorneys' fees and cost obligations incurred by the Attorney in representing the interests of the District.

3.2. Billing statements will be prepared and emailed by the Attorney to the District on a monthly basis. The Attorney's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by the District, 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 Attorney will send the District a final statement for all remaining fees and costs, if any.

3.3. The attorneys' fees component of the Attorney's billing statements will appear in "block billing" format. In other words, while the work performed by Attorney 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. The minimum billing block is 0.1 hour for each task.

3.4. The legal services to be rendered by the Attorney on behalf of the District will be charged at an hourly rate. The Attorney cannot predict in advance what the total amount of fees will be for this engagement. The rate for the Attorney will be \$_____ per hour.

3.5. The billing rate may be changed only by a written agreement signed by the parties before the updated rate goes into effect.

3.6. If a billing statement is not paid when due as described in paragraph 3.2 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.

4. COSTS AND EXPENSES.

4.1. The District shall be responsible for all costs and expenses incurred while working on a Matter for the District. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With advance authorization from the District Board of Directors ("Board"), the Attorney may employ outside legal counsel, investigators and other experts or consultants, whose fees and expenses shall be charged to the District as costs.

4.2. The Attorney may, in its discretion, advance some costs and expenses, with reimbursements to be made by the District 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.

4.3. The Attorney will require the deposit of the Attorney's reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

5. RETAINER DEPOSIT. The Attorney will not require an advance retainer prior to the commencement of work in this Matter.

6. REPRESENTATIONS. It is acknowledged that the Attorney has made no representation whatsoever regarding the successful resolution of any legal Matter.

7. COOPERATION AND RESOLUTION.

The District agrees to cooperate fully with us in all aspects of the Matter. Examples of the assistance that the District is 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 the Attorney's invoices as they come due.

8. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.

8.1. The legal representation described in this Agreement may be terminated as follows:

8.1.1. The District may discharge the Attorney at any time with notice to the Attorney.

8.1.2. The Firm may withdraw for good cause. Among facts constituting good cause is the breach of this Agreement by the District are: 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.

8.2. Unless specifically agreed by all parties, the Attorney will provide no further services and advance no further costs after receipt of notice that the District has discharged the Attorney.

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

8.4. The District and the Attorney each agree to sign any documents reasonably necessary to

complete the Attorney's discharge or withdrawal as the District's attorneys.

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

9. ARBITRATION.

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

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

10. OTHER PROVISIONS.

10.1. Waiver. Waiver by either Party of any term or condition in this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

10.2. Right to Seek Independent Legal Advice. Before entering into this Agreement, the Attorney has advised the District of the District's right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. The District may seek such independent advice as it desires concerning any questions on this Matter.

10.3. Insurance Coverage. The Attorney will maintain errors and omissions insurance applicable to the legal services to be provided.

10.4. Notices. Any notice or communication permitted or required by this Agreement shall be in writing and may be made by personal delivery and email to the Attorney or to the Board President; or, if delivered by mail, shall become effective two (2) days after mailing by certified mail, return receipt requested, postage prepaid addressed as follows:

10.4.1. If to the District, to: Board President, [District], at the then-current business address for the District.

10.4.2. If to the Attorney, at the address listed on the last billing statement received by the District from the Attorney.

10.5. Entire Agreement. This Agreement contains all of the terms agreed upon by all Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may only be amended by a written instrument signed and dated by all Parties and approved by resolution of the Board.

10.6. Drafting. This Agreement shall be interpreted as if it had been drafted by both parties concurrently and equally and shall not be interpreted against either Party by virtue of that Party having primarily drafted the Agreement.

("ATTORNEY")

SANTA MARIA PUBLIC AIRPORT DISTRICT
("DISTRICT")

By: _____
Date: _____

By: _____
Date: _____