

**LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF ISLETON
AND
PRENTICE|LONG, PC**

THIS AGREEMENT for legal services (“Agreement”) is entered into by and between the City of Isleton, a municipal corporation (“City”), and Prentice|Long, PC (“Law Firm”), effective January 1, 2026 (“Effective Date”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

1.1 Term. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2026, unless the term of the Agreement is otherwise terminated as provided for herein.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm’s profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. Sean Cameron will be assigned as City Attorney. Rebekah Mojica will be assigned as Assistant City Attorney. Gretchen Stuhr will be assigned as Assistant City Attorney for Human Resources. These positions may be amended with approval of the City Council.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary and prudent to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm’s obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Law Firm the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm’s proposal, for services described in this Agreement and for reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm’s proposal regarding the amount of compensation, this Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified

herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by the City to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Law Firm and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices monthly during the term of this Agreement based on the amount specified in Exhibit B and for reimbursable costs incurred. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A copy of the applicable time entries or time sheets showing the name of the person performing the work, the hours spent by each person, a brief description of the work;
- The total number of hours of work performed under the Agreement by Law Firm; and
- Reimbursable expenses as applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services to be performed for the following month and for authorized reimbursable costs incurred, as described in Exhibit B.

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the City.

2.4 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that the City or Law Firm terminates this Agreement, the City shall compensate Law Firm for all outstanding costs and reimbursable expenses incurred prior to termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT. Law Firm shall provide all equipment and facilities necessary to perform the services described in this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets

the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The City may approve a variation in the insurance requirements upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

4.3.1 Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm and all assigned personnel shall be an independent contractor(s) and shall not be an employee of City. City shall have the right to control Law Firm insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City of employer contributions and/or employee contributions for PERS benefits. City understands and agrees that Law Firm and assigned personnel will serve other clients.

5.2 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the Law Firm or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend City Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

SECTION 6. LEGAL REQUIREMENTS

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Law. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. Either party may cancel this Agreement at any time and without cause upon ninety (90) days prior written notification to the other party.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the City in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by both parties.

7.3 Assignment and Subcontracting. City and Law Firm acknowledge and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign the Agreement or any interest therein without the prior written approval of the Board of Supervisors. Law Firm shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

7.4 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

7.4.1 Immediately terminate the Agreement;

7.4.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; and

7.4.3 Retain a different law firm to complete the work described in Exhibit A not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Law Firm hereby agrees to deliver those documents to City upon termination of the Agreement, or earlier as may be requested by City. It is understood and agreed that the documents and other materials, including, but not limited to, those described above or prepared pursuant to this Agreement, are prepared specifically for the City and are not necessarily suitable for any further or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports, memorandums, and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during normal business hours, upon oral or written request of the City.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorney's Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Sacramento.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Law Firm Clients and Conflict of Interest. It is acknowledged by City that Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's professionalism, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm shall not employ any City official in the work performed to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

9.7 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

9.8 Notices.

Any written notices to Law Firm shall be sent to:

Prentice|Long, PC
Margaret Long
2240 Court Street
Redding, CA 96001

Any written notices to City shall be sent to:

City Manager
City of Isleton
101 2nd Street
Isleton, CA 95641

9.9 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between City and Law Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.11 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signature page to follow]

The parties have executed this Agreement as of the Effective Date.

CITY

City of Isleton

By: _____
David Kent, Chair/Mayor

LAW FIRM

Prentice|Long, PC

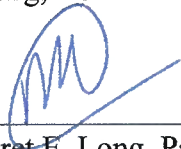
By:  _____
Margaret E. Long, Partner

EXHIBIT A
Scope of Work

The following services shall be provided under this Agreement:

- Provide City Council services as assigned.
- Attend Council meetings.
- Assist and provide legal guidance to City departments and agencies.
- Provide legal opinions and memorandum regarding legal issues.
- Responding to routine Public Records Act requests.

Exhibit B

COMPENSATION

City shall compensate Law Firm as follows:

Flat Fee for City Counsel Work at Approximately 25 Hours a Month:

Flat Fee of \$5,500.00 per month.

General legal services are included within the monthly flat fee. This includes attendance at all Council meetings, being regularly available for office hours in the City, and providing legal guidance as necessary to support the City and satisfy the requirements of this Agreement. The flat rate amount may be reevaluated and raised six (6) months after the Effective Date and amended with Council approval.

The flat fee does not include legal work outside of the general legal services to be provided, including, but not limited to, litigation, mediation, arbitration, investigations, labor negotiations, in-depth California Environmental Quality Act (CEQA) work, or large-scale Public Records Act (PRA) work. Should these legal services be deemed necessary by the City, these services may be provided by the Law Firm under a separate contract.

In addition to the above, a 2% administrative fee shall be paid based on the amount of monthly fees billed during the month to cover phone, fax and copying charges, in lieu of these being billed separately. This 2% administrative charge shall also include charges such as computerized legal research, postage, or other incidental service fees.

Reimbursable Costs and Expenses

- | | |
|---|---|
| 1. Travel expenses for trips and appointments | Best available rate for overnight stays, meals, per diem at City/IRS policies |
| 2. Extraordinary postage or overnight delivery costs when expedited delivery is necessary | Actual Cost |
| 3. Necessary costs incurred for the following: | Actual Cost |
| • Court filing fees | |
| • Court-call expenses | |
| • Attorney services (includes services of process fees) | |
| • Messenger services | |

- Westlaw research outside of our prepaid service fee
- Fed-ex, OnTrac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, depositions, arbitrations, mediations, and other necessary appointments
- Any other expenses not listed above that become necessary for the successful resolution of a particular matter (upon written authorization)

The reimbursable costs and expenses shall be paid by City within thirty (30) days of receipt of an invoice from Law Firm which includes such costs and/or expenses.

