

prentice|LONG^{PC}

A LAW FIRM FOUNDED ON THE
PRINCIPLE OF SERVICE

Margaret Long
margaret@prenticelongpc.com

July 20, 2020

Don S. Elias, General Manager / District Secretary
Christian Valley Park CSD
P.O. Box 6857
Auburn, CA 95604

Dear Mr. Elias:

Prentice|Long, PC is pleased to provide this letter of engagement to provide full-service representation to Christian Valley Park CSD. Specifically, our representation will include representation as District Counsel.

Prentice|Long, PC is a municipal law firm founded with the purpose of providing public agencies with first class legal services at a fair and reasonable rate. We are a full-service municipal law firm which is able to provide affordable rates due to a business structure that maintains a reasonable overhead with built-in efficiencies. Prentice|Long, PC is extremely qualified to provide the services necessary to safeguard the legal needs of the Christian Valley Park CSD. We have built a reputation for being responsive, accurate and proactive. We look forward to bringing our passion for protecting and serving public entities to the Christian Valley Park CSD.

This letter confirms and memorializes the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct regarding attorney conflicts of interest.

We have checked the following name against our client index: Christian Valley Park CSD. Based on that check, we can represent your interests. Please review the list to see if any other persons or

2240 Court St, Redding, CA 96001 | 114 E Shaw Ave, Ste 102, Fresno, CA 93710
t: (530) 691-0800 f: (530) 691-0700 | t: (559) 500-1600 f: (559) 776-1903

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entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS REGARDING FEES AND BILLINGS

Margaret Long will be the attorney assigned to your matter. Her current billing rate is \$175 per hour. We will bill you monthly for all services provided.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. You should consider this memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully. Please let me know if you have any questions or concerns regarding our fee structure.

INSURANCE

We are pleased to let you know that Prentice Long, PC carries errors and omissions insurance with AFCO, which, after a standard deductible, provides coverage beyond what is required by the State of California.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical reasons.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

AGREEMENT TO REPRESENTATION IN ACCORDANCE WITH THESE TERMS

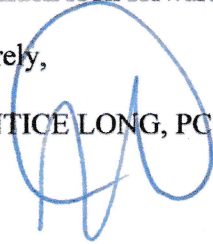
If this letter meets with your approval; please sign, date, and return to us at your earliest opportunity. We have enclosed a separate signed copy of this letter for your records. In addition, if we represent you in any capacity prior to our receipt of a signed copy of this letter from you, we will be doing so only on and subject to the terms and conditions outlined in this letter and the attached memorandum. Accordingly, if you have any objection to our representation of you on the terms and conditions set forth in this letter or the attached memorandum, please advise us immediately.

THANK YOU

We are pleased that you have selected Prentice Long, PC to represent you and appreciate the opportunity to assist in this matter. If you have any questions at any time about our services or billings, please do not hesitate to call me. We very much look forward to working with you.

Sincerely,

PRENTICE LONG, PC



Margaret Long, Partner

AGREED AND ACCEPTED:

Dated: 8-17-2020, 2020

By: Don S. Elias

Name: DON S. ELIAS

Title: General Manager

Prentice Long, PC Billing Practices

The payments specified below shall be the only payments from Client to Prentice Long, PC (“Law Firm”) for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to Client in the manner specified herein. Except as specifically authorized by Client, Law Firm shall not bill Client for duplicate services performed by more than one person.

1.1 Invoices. Law Firm shall submit invoices, not more often than once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At Client’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Law Firm.

1.2 Monthly Payment. Client shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Client shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

For payments not received in a timely fashion the Law Firm may charge interest on all outstanding balances at a rate of 2% interest per month thereafter. In the event that any bill remains due beyond the due date client agrees that attorney may withdraw from representation. The Clients for services remain jointly and severally liable for the payment of all invoices to the extent that they are united in interest.

1.3 Reimbursable Expenses. Reimbursable expenses are specified below. Expenses not listed below are not chargeable to the Client.

- Court filing fees
- Courtcall expenses
- Reasonable travel and overnight expenses
- Attorney services (includes service of process fees, arbitrators, and mediators)
- 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
- Actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page if performed in-house
- Any other expense not listed above that becomes necessary for the successful resolution of a particular matter

1.4 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.

1.5 Payment upon Termination. In the event that the Client or Law Firm terminates this Agreement, the Client shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.