

LEGAL SERVICES AGREEMENT
for
CITY OF ORLAND

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between JONES MAYER, hereafter referred to as “Law Firm,” and City of Orland, hereafter referred to as “Client.”

This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm to Client are as follows: City attorney services, and special projects as assigned. Said legal services and representation are assigned to Law Firm.

3. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Law Firm will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Law Firm and keep Law Firm reasonably informed of developments; as well as make timely payments required under this Agreement.

4. **ATTORNEY’S FEES.** Client will pay Law Firm for attorney’s fees for the legal services provided under this Agreement at the rate of \$275 per hour for general legal services by attorney representation under this Agreement and \$175 per hour for a paralegal. Special or litigation services will be provided at the rate of \$295 per hour for attorney representation. Law Firm will charge in minimum units of one tenth of an hour.

Law Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: Travel, meetings, court appearances, correspondence and legal documents (review and preparation), legal research and telephone consultations.

Client acknowledges that Law Firm has made no promise about the total amount of attorney’s fees to be incurred by Client under this Agreement.

5. **RATE GUARANTEE.** We will freeze our rates for a period of two years, with rates to increase thereafter based upon the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the



U.S. Department of Labor for consumers in the Sacramento area, or another mutually agreed upon index.

6. **COSTS.** Client will pay all “costs” in connection with Law Firm’s representation under this Agreement. Costs will be advanced by Law Firm and then billed to Client. The anticipated costs for representation under this Agreement include, but are not limited to, mileage at current IRS rate, round trip, to appear at any hearing or conference, messenger service fees and overnight delivery fees. The hourly rate identified above includes photocopying expenses (under 100 pages).

7. **INSURANCE.** Law Firm will secure and maintain the following insurance policies and levels of coverage for the duration of the contract. Law Firm will provide Client with certificates of insurance as proof of coverage. All insurers will have a rating of “A-“ or better.

a. **PROFESSIONAL LIABILITY INSURANCE.** \$2,000,000/\$4,000,000; \$50,000 deductible

b. **GENERAL LIABILITY INSURANCE.** \$2,000,000/\$4,000,000; \$2,500 deductible

c. **AUTO LIABILITY INSURANCE.** \$1,000,000; \$2,500 deductible

d. **WORKERS COMP INSURANCE.** \$2,000,000; no deductible

e. **CYBER LIABILITY INSURANCE.** \$1,000,000; \$25,000 deductible

8. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client’s informed written consent before an attorney may begin or continue to represent the Client when the attorney has had a relationship with another party interested in the subject matter of the attorney’s proposed representation of the Client. Client and Law Firm are not aware of any potential conflicts and have discussed them in detail. Law Firm will consult with Client in accordance with the requirements of the Rules of Professional Conduct as to any new matters assigned to Law Firm after the entering of this Agreement regarding any potential conflicts of interest relating to such new matters.

9. **DISCHARGE OF ATTORNEY.** Client may discharge Law Firm, pursuant to state law, by written notice effective when received by Law Firm. Notwithstanding the discharge, Client will be obligated to pay Law Firm its last statement within thirty (30) days as set forth under the terms of this Agreement.

10. **STATEMENTS AND PAYMENTS.** Law Firm will send Client monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a



particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to discharge of Law Firm

11. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this 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.

13. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral Agreement to the extent that the parties carry it out.

14. **ARBITRATION OF FEE DISPUTE.** If a dispute arises between Law Firm and Client regarding attorney's fees under this Agreement and one of the parties files suit in any court other than small claims court, the non-filing party has the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event the party filing suit must submit the matter to such arbitration.

15. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

16. **FILE RETENTION AND DESTRUCTION.** At the conclusion of this matter, we will retain your legal files for a period of 10 years after we close our file. At the expiration of the 10-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

17. **EXECUTION.** This Agreement may be executed in counterparts and by fax or electronic signature. In executing this Agreement, the Client warrants (i) by



|

executing this Agreement, the Client is formally bound to the provisions of this Agreement and (ii) the entering into this Agreement does not violate any provision of any other agreement to which the Client is bound.

18. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be the date when it is executed by the last of the parties to do so.

The foregoing is agreed to by:

Dated: _____ . 2025

By: _____

Peter Carr, City Manager
CITY OF ORLAND

Dated: _____ . 2025

JONES MAYER

Ryan R. Jones
Owner