

**2nd AMENDED LEGAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND PRENTICE LONG, PC**

WHEREAS, a Contract was entered into on July 27, 2021 (“Contract”) by and between the COUNTY OF Tehama (“County”), and Prentice Long, PC (“Contractor”), to provide legal services and

WHEREAS, the Contract provides for a termination date of July 31, 2022; and

WHEREAS, on December 21, 2021 the Contract was amended to add a provision to contract for investigation services;

WHEREAS, the parties wish to replace sections 1.1 Term of Service. Section 2. Compensation with the following:

1.1 Terms of Services. The term of this Agreement shall begin on the Effective Date and shall end on July 31, 2023, and law firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Law Firm to completed the services required by the Agreement shall not affect the County’s right to terminate the Agreement, as provided for in Section 7.1.

SECTION 2. COMPENSATION. County hereby agrees to pay Law Firm a sum not to exceed Five Hundred Thousand dollars (\$500,000), subject to renewal, at the rates described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm’s proposal, for services to be performed and 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, the Agreement shall prevail. County 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 County to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to County in the manner specified herein. Except as specifically authorized by County, Law Firm shall not bill County for duplicate services performed by more than one person.

Law Firm and County acknowledge and agree that compensation paid by the County 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. County therefore has no responsibility for such contributions beyond compensation required under this Agreement.

WHEREAS, the parties wish to add the following sections:

**Miscellaneous Agreement
2022-224**


1.5. Designated County Counsel

Margaret Long shall be designated the Tehama County Counsel.

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

COUNTY

COUNTY OF TEHAMA,
a political subdivision of the state of California

By: 
Vice Chair
Board of Supervisors

LAW FIRM

Prentice|Long, PC

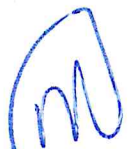
By: 
Margaret E. Long, Partner

Exhibit B

COMPENSATION

County shall compensate Law Firm as follows:

Flat Rate for County Counsel and Deputy County Counsel Work at Approximately 200 Hours a Month:

| | |
|-----------|-----------------|
| Flat Rate | \$35,415/ month |
|-----------|-----------------|

Other Services

| | |
|---------------------|---------------|
| Investigator Rate - | \$100.00/hour |
|---------------------|---------------|

Necessary Travel charged applicable hourly rate from Redding Office.

Costs and Expenses

| | |
|--|-------------|
| Voluminous Duplication or Printing (charged for each page beyond 350 pages in any month) | \$0.10/page |
|--|-------------|

| | |
|--|---|
| Travel expenses for approved, non-standard trips related to attendance of regular County meetings, office hours, and appointments IRS | Best available rate for overnight stays and meal diems at County policy and |
|--|---|

| | |
|--|-------------|
| extraordinary postage or overnight delivery costs when expedited delivery is necessary | Actual Cost |
|--|-------------|

| | |
|---|-------------|
| Necessary costs incurred for the following: | Actual Cost |
|---|-------------|

- Court filing fees
- Courtcall expenses
- Attorney services (includes services of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-ex, OnTrac Overnight, o other one-day delivery services

- Reasonable travel expenses and parking fees for court appearances, dispositions, 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 expenses not listed above that becomes necessary for the successful resolution of a particular litigation matter.


E-Contract Review
Approval as to Form

Department Name: County Counsel

Vendor Name: Prentice Long, PC

Contract Description: Agreement for legal and investigation services.

APPROVED AS TO FORM:

By: 
Andrew D. Plett
Senior Deputy County Counsel

Date: 7/8/22

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

| |
|---------------------------------------|
| R E G U L A R A G E N D A |
|---------------------------------------|

21.ADMINISTRATION

- a) AGREEMENT - Approval and authorization for the Chairperson to sign Amendment #2 to the agreement with Prentice Long, PC for the purpose of providing legal services representation and advice for amounts listed on Exhibit B, extending the term of the agreement to 7/31/23.

(Miscellaneous Agreement #2022-224)

Chief Administrator Gabriel Hydrick reviewed the agreement and explained the services needed to maintain County business with current vacancies in the County Counsel office.

Supervisor Leach made a motion to table the item to be brought back in closed session for Board discussion. This motion died with lack of a second.

Jenny Alexander expressed concern regarding the contract not including a maximum compensation amount. She cited a motion from a previous meeting to include a maximum amount of \$150,000 in the original contract.

Supervisor Williams stated this is the second amendment to this agreement and stated the compensation amount had been increased previously by amendment.

Deputy County Counsel Andrew Plett confirmed the first amendment approved by the Board increased the maximum amount not to exceed \$590,000.

Chief Administrator Gabriel Hydrick stated he was able to confirm with staff the amount currently paid under this agreement remains under the maximum amount of \$590,000.

Supervisor Williams made a motion to approve the amendment as submitted.

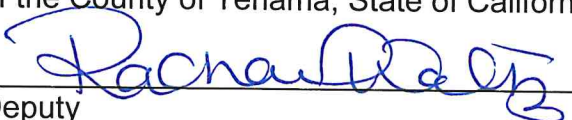
| | |
|------------------|--|
| RESULT: | APPROVED [3 TO 1] |
| MOVER: | Bob Williams, Supervisor - District 4 |
| SECONDER: | Dennis Garton, Supervisor - District 3 |
| AYES: | Moule, Garton, Williams |
| NAYS: | Leach |
| ABSENT: | Carlson |

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 19th day of July 2022.

DATED: July 22, 2022

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California


Deputy