

PROFESSIONAL SERVICES RETENTION AGREEMENT

THIS AGREEMENT by and between the COUNTY OF SISKIYOU (hereinafter referred to as "County"), and Prentice Long, PC ("Attorney") a firm engaged in the practice of law in the State of California, at 2240 Court Street, Redding, CA 96001 (hereinafter referred to as "Attorney"). This Agreement is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the County of Siskiyou requires legal services for representation of the County's Health and Human Services Agency in relation to dependency proceedings; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary assistance and advice to the County of Siskiyou; and,

WHEREAS, Attorney is qualified by education, training, and experience and is competent to perform such services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Services. Pursuant to this Agreement, Attorney, upon request, shall provide to County specialized legal consulting services based solely upon the County's determination and need for such services as described in Exhibit B. County makes no guarantee or warranty of any nature that any minimum level or amount of services or work will be requested of Attorney by County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Attorney the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Attorney at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. Term. The term of this Agreement shall commence February 1, 2025, and terminate June 30, 2026. The term of this Agreement may be extended by mutual agreement of the parties.

3. Legal Fees. Attorney shall be compensated for such services in a sum not to exceed One Hundred Twenty Seven Thousand Five Hundred Dollars (\$127,500.00) for the term of the agreement, with the County Counsel to review, approve and audit the billings. Said amount shall not be exceeded without prior approval of the Board of Supervisors. See Exhibit "A" attached hereto for hourly rate(s). Payment to Attorney for services rendered is predicated upon full compliance of the Contract. Payment may be withheld if determined Attorney is not in full compliance with terms, conditions, and requirements of Contract.

When it appears that the maximum amount payable under this contract may be exceeded, Attorney shall give County Counsel thirty (30) days notice of such, together with reasons supporting the need for additional funds. The purpose of this notice is intended to avoid the interruption of necessary legal services while allowing the Board of Supervisors to exercise its discretion in advance of the expenditure of such funds.

4. Costs and Expenses. County shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, and for travel expenses and per diem which Attorney reasonably incurs in providing services and work requested by County pursuant to this Agreement.

Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leave of absence of any type or kind whatsoever.

5. Statement Billing and Payment.

(A) Billing and Payment. Attorney shall submit to County, once a month, an itemized statement of all hours spent by Attorney in performing services and work described in Exhibit "B", which were done at County's request. This statement will be submitted to County as expeditiously as possible. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. This statement will identify the date of which the hours were worked and describe the nature of the work which was performed on each day. Attorney's statement to County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by the Attorney during that period. The itemized statement for travel expenses and per diem will include copies of receipts for lodging, meals, and other incidental expenses in accordance with County's accounting procedures and rules. Contractor shall be paid within 30 days of County Auditor's receipt of said statement and claim form completed by the department.

(B) Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Attorney under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Attorney under this Agreement will exceed One Thousand Four Hundred Ninety Nine and no/100 Dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Attorney under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. County has no responsibility or liability for payment of Attorney's taxes or assessments.

(4) The total amounts paid by County to Attorney, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

6. Work Schedule. Attorney's obligation is to perform, in a timely manner, those services which are requested by County. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

7. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Attorney to provide the services must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Attorney at no expense to County. Attorney will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services. Where there is a dispute between Attorney and County as to what licenses, certificates, and permits are required to perform the services, County reserves the right to make such determinations for purposes of this Agreement.

8. Office Space, Supplies, Equipment, Etc. Attorney shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Attorney to provide the services under this Agreement. County is not obligated to reimburse or pay Attorney, for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

9. County Property.

(A) Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Attorney by County pursuant to this Agreement are, and at the termination of this Agreement, remain the sole and exclusive property of County. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession. Attorney will be financially responsible for any loss or damage to such items, partial or total, which is the result of Attorney's negligence.

(B) Products of Attorney's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. At the termination of the Agreement, Attorney will convey possession and title to all such properties to County.

10. Workers' Compensation. Attorney shall provide workers' compensation insurance coverage, in an amount no less than \$1,000,000.00 per accident for bodily injury or disease, for

all Attorney's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Attorney acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Attorney has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Attorney, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage.

11. Insurance.

(A) General Liability. Attorney shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Attorney under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of no less than \$2,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Attorney under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insureds" on this policy. Attorney will provide County a copy of the policy and a certificate of insurance showing County as "additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to County.

(B) Business Auto. If Attorney utilizes a motor vehicle in performing any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of no less than \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Attorney owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to County at least ten (10) days prior to the start of services to be performed by Attorney. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to County.

(C) Professional Liability. If Attorney is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement a professional liability insurance policy with a minimum coverage level of \$2,000,000.00 per occurrence or claim. Proof of such insurance shall be provided to county at least ten (10) days prior to the start of any work by Attorney.

12. Status of Attorney. All acts of Attorney, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that

this Agreement shall not under any circumstances be construed or considered to create an employer--employee relationship or a joint venture. As an independent contractor:

(A) Attorney shall determine the method, details, and means of performing the work and services to be provided by Attorney under this Agreement.

(B) Attorney shall be responsible to County only for the requirements and results specified in this Agreement and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Attorney in fulfillment of this Agreement.

(C) Attorney, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

13. Defense and Indemnification. Attorney shall defend, indemnify, and hold harmless County, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Attorney, or Attorney's agents, officers, or employees. Attorney's obligation to defend, indemnify, and hold County, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Attorney's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Attorney, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Attorney's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Attorney to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Attorney, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

14. Records and Audits.

(A) Records. Attorney shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Attorney shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Attorney may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

(B) Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Attorney, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Attorney.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. Nondiscrimination. During the performance of this Agreement, Attorney, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Attorney and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

16. Cancellation. This Agreement may be canceled by County without cause, and at will, for any reason by giving to Attorney written notice of such intent to cancel. Attorney may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

17. Assignment. This is an agreement for services of Attorney. County has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

18. Default. If the Attorney abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Attorney in default and terminate this Agreement upon five (5) days written notice to Attorney. Upon such termination by default, County will pay to Attorney all amounts owing to Attorney for services and work satisfactorily performed to the date of termination.

19. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 27 below.

20. Confidentiality. Attorney agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Attorney in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Attorney agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only with the express written consent of County.

21. Conflicts. Attorney agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

22. Post Agreement Covenant. Attorney agrees not to use any confidential, protected, or privileged information which is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with the County, and concerning such, Attorney by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

23. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

24. Funding Limitation. The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Attorney of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph 26 (Amendment).

25. Attorneys' Fees. If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.

26. Amendment. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

27. Notice. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Attorney, County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to, the respective parties as follows:

TO COUNTY: County of Siskiyou
County Counsel
PO Box 659
Yreka, CA 96097

TO ATTORNEY: Margaret Long
Prentice Long LLC
2240 Court Street
Redding, CA 96001

28. Conditions. This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, and shall not be paid for any legal services, except for services provided from and after the execution of this Agreement.

29. Confidentiality: County and Attorney agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Sections 10850 and 5328, the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

a. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this Contract. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.

b. The Medi-Cal Data Privacy and Security Agreement requires Contractors who assist the County in its Medi-Cal functions, or Contractors who receive Personally Identifiable information (PII) from the County to comply with substantive privacy and security requirements as listed in the Medi-Cal Data Privacy and Security Agreement, including Exhibit A, and in the 1137 Agreement.

The Medi-Cal Data Privacy and Security Agreement, including Exhibit A, and the 1137 Agreement are provided to Contractor electronically, and can be accessed by Contractor at the Siskiyou County Social Services Division website:

<https://www.co.siskiyou.ca.us/socialservices>

In the main center column of this page in the Section named "Social Services Resource Center", look for the Resource Titles:

"Medi-Cal Privacy and Security Agreement"

and

"SSA-DHCS Agreement 1137"

Then click on the resource title to be viewed or printed.

If Contractor is unable to access the electronic version of the Medi-Cal Data Privacy and Security Agreement, or the 1137 Agreement, Contractor shall notify County and County will provide Contractor with a hard-copy of each document.

Contractor agrees to comply with the privacy and security safeguards contained in the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement. Signature by Contractor on this Contract confirms agreement to comply with all provisions of the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

c. Contractor agrees to inform all of their officers, employees, agents, volunteers, contractors and subcontractors of the provisions mandated by Welfare and Institutions

Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

30. Provisions Required by Law. This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend this Agreement to make such insertion or correction.

31. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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In Process

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

1/8/2025
Date: _____

PRENTICE LONG, PC
CD4F9067BAE941B...

1/8/2025
Date: _____

Margaret Long, Partner, SBN #227176
Prentice Long, PC
David Prentice
1E135F008CB0438...
David Prentice, Partner, SBN #144690
Prentice Long, PC

TAXPAYER I.D. _____ on file

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)
2120 501010 723000 None

FY	TOTAL	Encumbrance
24/25	\$37,500.00	
25/26	\$90,000.00	
TOTAL	\$127,500.00	

If not to exceed, include amount not to exceed: \$127,500.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A

SCHEDULE OF FEES

The Firm shall submit to the Agency periodically, and no less frequently than monthly, a statement of billing of \$7,500 per month as a “flat” retainer for the services described in Exhibit A, not to exceed \$127,500.00 for the term of the agreement, with a detailed statement of account which clearly sets forth by date the items of work performed, the amount of time (to the nearest 1/10 (0.10) of an hour) spent on each item by each attorney or paralegal who performed the work, and identification of the attorney or paralegal who performed such work and their hourly billing rate under this contract. Notwithstanding the “flat” retainer fee, the hourly billing would otherwise be calculated at \$175 per hour for attorney services and \$80 per hour for paralegal services.

In Process

EXHIBIT B

SCOPE OF WORK

The following services shall be provided under this Agreement:

Prentice Long LLC (the "Firm") agrees to represent and provide necessary legal services for the Siskiyou County Health and Human Services Agency ("Agency") as such representation relates to dependency proceedings under Welfare and Institutions Code Section 300. The services to be rendered shall be inclusive of adoption and dependency proceeding, but are not limited to, the following services:

1. Prior to the filing of a petition under Section 300, Prentice Long will attend a staff meeting with the Agency to discuss any legal issues regarding the proposed petition, including but not limited to, the suitability of the factual circumstances for a Section 300 petition. The attendance of the meeting may be by phone, "Zoom", or other similar long-distance communication methods.
2. The Firm will draft the factual allegations for any new dependency petition and provide the allegations to the Agency in a timely matter for filing. The Agency will otherwise prepare the notice of hearing, the petition itself except for the factual allegations, and the supporting detention report and attachments (the "detention package"). The Firm will review the detention package before filing and provide any necessary correction or comments.
3. The Firm will review and advise on all petitions, reports, memos and orders prepared by the Agency for filing with the court. The Agency will endeavor to provide such documents to the Firm as early as possible. The Firm understands that sometimes such documents are prepared on short notice and there may only be a single day for review. If the Firm is unable to review such documents on short notice, it is agreed that the Siskiyou County Counsel's office may perform the review of the document(s).
4. The Firm will attend by telephone, "Zoom" or other remote means, the Agency's staff meeting that occurs each week to review the next week's dependency calendar. The meeting is generally one-half hour in length and normally occurs on Wednesday afternoons at 4 p.m. but is subject to change.
- 5 The Firm will attend court and represent the Agency in all dependency proceedings, hearings and calendars. The Firm may attend court by remote appearance so long as either: (1) no matter on the calendar is reasonably expected to be contested beyond a "paper case" (i.e. a matter that is reasonably expected to proceed only by way of the

submitted reports and without cross-examination or the introduction of additional witnesses either by the Agency or the other parties); or (2) there are unusual circumstances that prevent in-person attendance (e.g. weather, road closure, or sickness for example).

6. The Firm may attend any initial detention hearing by remote appearance but will attend court if the detention hearing becomes subsequently scheduled for an evidentiary hearing beyond a "paper case".

7. The Firm will represent the Agency on all record petitions filed under Welfare and Institutions Code Section 827. the Agency shall provide, and the Firm shall review and redact, any responsive documents to the records petition.

8. The Firm will provide general legal advice to the Agency when requested by the Agency but agrees that Siskiyou County Counsel may provide advice or representation to the Agency at the Agency's option.

9. The Firm will represent the Agency in appeals and writ petitions upon request of the County.

10. The Agency will be generally responsible to prepare, file and serve all petitions, memos, reports and orders with the court. The Firm will be responsible to file and serve any documents it creates independently.

11. The Agency agrees to pay the Firm the retainer described in the fee schedule attached hereto as Exhibit B. The Firm has based its retainer on an estimated 45 hours per month and may reevaluate the amount of the monthly retainer after six months.

12. The Firm agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit C and those terms and conditions are hereby incorporated into the Contract by reference.

13. The Firm will immediately notify the Director of the Agency, or designee, immediately of any potential or actual conflict of interest pertaining to any matter for which the Firm provides or will provide representation to the Agency.

EXHIBIT C

VENDOR ASSURANCE OF COMPLIANCE WITH NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Prentice Long LLP

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended ;the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized state and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, state shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.