

LEGAL SERVICES AGREEMENT

for

CITY OF CHICO

1. IDENTIFICATION OF PARTIES. This Agreement is made between JONES MAYER, hereafter referred to as “Law Firm,” and the CITY OF CHICO, 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: to serve as the designated City Attorney for the Client, and to provide the corresponding Legal Services as needed. This Agreement will supplant the interim legal services agreement executed on December 3, 2025. See **Attachment A** for further details on the Scope of Work to be provided.

Said legal services and representation are hereby 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 as described in **Attachment B**. 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. 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. We do not bill fax, word processing, or small reproduction matters (under 100 pages). Law Firm will charge the client for actual necessary costs incurred for all of the following, including but not limited to: court filing fees, attorney services (includes service of process fees, e-filing fees, arbitrators, and mediators), messenger services, Lexis-Nexis/Westlaw research, overnight/express mail service, mileage (charged at the current IRS rate), parking fees, travel expenses, including hotel, air travel and car rentals, but excluding routine travel expenses to the City, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

6. 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.

7. 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 for all work performed to date, within thirty (30) days of its receipt of the final statement as set forth under the terms of this Agreement. Law Firm may terminate this agreement for any reason, provided Law Firm provides Client with sixty (60) days written notice. Client will be obligated to pay for all work performed through the end of the termination period.

8. STATEMENTS AND PAYMENTS. Law Firm will send Client monthly statements by the 15th of month for work completed the prior month, 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.

9. INSURANCE. Law Firm will at all times maintain the following insurance coverage:

Professional Liability/Errors & Omissions	\$2,000,000/\$4,000,000
General Liability	\$2,000,000/\$4,000,000
Auto Liability	\$1,000,000 (including hired and non-hired)
Workers Compensation	State Mandated Limits or higher

Prior to starting work under this agreement, Law Firm will provide certificates of coverage for the above policies.

10. 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.

11. 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.

12. 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.

13. **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.

14. **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.

15. **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.

16. **ARTIFICIAL INTELLIGENCE.** Law Firm may use artificial intelligence tools in our representation of Client. If we do so, we will ensure your confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use. If you have any questions or concerns about our use of artificial intelligence tools, please let us know.

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.** The effective date of this Agreement will be January 20, 2026, and when it is executed by the last of the parties to do so.

The foregoing is agreed to by:

Dated: January 20, 2026

CITY OF CHICO

Mark Sorensen
Mark Sorensen (Jan 23, 2026 08:38:00 PST)

Mark Sorensen, City Manager

Dated: January 20, 2026

JONES MAYER

Ryan R. Jones

Ryan R. Jones, Owner

Attachment A: Scope of Services

General Legal Services

1. Attend all workshops, closed, regular and special City Council meetings, all meetings of the Planning Commission, and attend other meetings when there is a request to do so. This may be accomplished with multiple attorneys.
2. Provide general legal services, routine legal assistance, advice and consultation to the City Council and City staff relating to the Meyers-Milias-Brown Act, general municipal and public law issues, potential tort liability, and risk management.
3. Except where conflict of interest rules require otherwise, supervise and coordinate the activities of all other counsel retained by the City or working behalf of the City.
4. Provide legal advice, telephone, email, and personal consultations with members of the City Council and City staff.
5. Attendance at weekly executive staff meetings, and other meetings with City staff upon request (virtual meetings acceptable) may be required.
6. Review and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases, and other documents required by the City.
7. Perform legal work pertaining to land use issues, including, but not limited to, property transactions (e.g., acquisitions, disposals), public improvements, easements, dedications, and right-of-way vacations.
8. Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance.
9. Consult with the City Council and City staff as needed, render legal advice and opinions (both oral and written), and perform such other or additional general legal services as maybe requested by the City, acting by and through the City Council or the City Manager.
11. Provide training and guidance regarding the requirements of the Meyers-Milias-Brown Act, the Ralph M. Brown Act, Conflict of Interest (including Political Reform law and AB

1234), CEQA, the Elections Code, the Public Records Act, and other legal requirements imposed by statute and common law.

12. Advise the Council on municipal government legal matters, including the Brown Act and parliamentary procedures for running meetings.

13. Perform all duties of the office of City Attorney as provided in the Chico Municipal Code.

14. Promptly return all calls and e-mails from the City Council and City staff.

Litigation Services

1. Represent the City in civil litigation brought on behalf of or against the City, as directed by the City Council.

2. Provide litigation services to the City in any and all matters assigned by the City.

3. Prosecute misdemeanor and infraction violations of the City Municipal Code.

4. Enforce City codes, zoning regulations, and building standards through administrative and judicial actions.

5. Oversee work by outside legal counsel.

Other Specialized Legal Services as Requested

1. Advice regarding taxes, assessments, fees, Proposition 218 proceedings, and other financial advice.

2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports, and other project-level environmental documentation.

3. Real Estate services, other than routine review of escrow documents, title reports, and contracts of sale.

4. Advice regarding insurance coverage matters, such as advice and representation regarding coverage disputes.

5. Advice regarding water law and regulations.

Attachment B: Compensation Schedule

Hourly Rates

Attorney	\$250 per hour	General Legal Services
Attorney	\$295 per hour	Litigation/Special Legal Services
Paralegal	\$175 per hour	All paralegal services

General Legal Services are those services which involve regular, recurring legal and factual issues. General Legal Services include: attendance at City Council, Planning Commission and other subordinate City agency meetings, attendance at regular staff meetings, representing the City in intergovernmental projects, providing legal counsel and advice, both written and oral, to elected and appointed officials as to City business, working with City staff on all agenda items for City meetings, negotiation, drafting, review and revision of City agendas, routine agreements, contracts, instruments, ordinances, reports, resolutions, orders, forms, notices, and other documents as requested by City, and providing legal advice concerning Brown Act, CEQA, Public Records Act, Political Reform Act and other conflict of interest compliance, supervision and coordination of legal services performed by special and outside counsel, and recurring City Council and staff in-service training as requested by the City.

Special Legal Services include those matters which present unique legal and/or factual issues. Special Legal Services differ from general legal services in that they are of an irregular non-recurring basis. Examples include all litigation, whether civil or criminal, code enforcement, City or Utility Authority work that is of unusual complexity or requiring an extraordinary dedication of attorney time, as determined by the City Manager or City Council, such as EIR work, initiatives, negotiation and drafting of complex development agreements,

complex/novel ordinances, comprehensive General Plan updates, or to the entire Zoning Code, etc. The City Attorney will not unilaterally designate any matter as a special project. For any “special” matter, we will first obtain approval from the City Manager or City Council, and we will provide a proposed budget for said work.

Expense Reimbursement. We generally do not bill fax, word processing, or small reproduction matters (under 100 pages). The firm will charge the City for actual necessary costs incurred for all of the following including but not limited to: court filing fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research, overnight or express delivery services, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, and any other expense not listed above which becomes necessary to the successful resolution of a client matter. In addition to the above, we will charge travel time for litigation and special services.

Rate Increases. The foregoing retainer and hourly rates shall remain in full force and effect for one year. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement) to reflect any increase in the cost of living based on 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 Butte County area, or another mutually agreed upon index based on comparable data, should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.