

## AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES

**THIS AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES** (“Agreement”) is made and entered into this 18<sup>th</sup> day of March 2026, by and between Morongo Valley Community Services District & Fire Department, a California special district (“District”), and the law firm of White Brenner LLP, a California limited liability partnership (“Firm”). District and Firm may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

A. District is in need of assistance with general counsel services on an as needed basis. District desires to contract with Firm to provide such legal services; Christina M. Pritchard, an attorney at the Firm, is to serve as the primary point of contact with District.

B. The Parties seek to enter into this Agreement to authorize Firm to provide legal counsel services to District upon request by a designated representative of the District.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 22 of this Agreement, Sections 1 through 22 will prevail.

**Section 2 Appointment.** District hereby retains Firm to provide all legal services required by District, and Firm hereby agrees to perform such legal services (“Legal Services”). The District General Manager (“General Manager”) or a District representative as authorized by the District Board of Directors (“Board”) is authorized and charged with executing this Agreement. Christina M. Pritchard is hereby appointed General Counsel for District. General Counsel may from time to time assign alternate attorneys employed by Firm to perform the Legal Services set forth in this Agreement.

**Section 3. Effective Date.** This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement on March 18, 2026 (“Effective Date”).

**Section 4. Integrated Agreement.** This Agreement contains all of the agreements of the Parties, and all previous understandings and negotiations are integrated into this Agreement.

**Section 5. Amendment.** The Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing by a District representative as authorized by the Board and Firm and shall not require the approval of the Board (e.g., changes to Firm name or address).

## **Section 6. Compensation and Services.**

**6.1. Standard of Performance.** Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the geographical area in which Firm practices its profession. Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Firm's profession.

**6.2. Time.** Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 6.1 above and to satisfy Firm's obligations hereunder.

**6.3. Hourly Rate for Legal Services.** All Legal Services provided by Firm for District shall be billed at a blended hourly rate as follows:

**6.3.1. General Counsel Legal Services.** The District shall pay Firm a blended rate of Two Hundred Ten Dollars (\$210.00) for all attorneys (partners, of counsel, and associates), paralegals and law clerks for all General Counsel Legal Services.

**6.3.2. Special Counsel Legal Services.** District shall pay Firm a blended rate of Three Hundred Ten Dollars (\$310.00) for all attorneys, paralegals, and law clerks for all special counsel legal services which include, but are not limited to, litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services. Special counsel legal services will be provided in addition to, and billed separately from, the General Counsel Legal Services and is subject to prior approval from the Board before Firm may commence such services.

**6.3.3. Reimbursable Services.** District shall pay Firm Four Hundred Ten Dollars (\$410.00) per hour for all legal professionals (partners, of counsel, associates, paralegals, project assistants, and law clerks) that provide cost recovery legal services for District. Reimbursable Services include, but are not limited to, developer funded land use projects or bond financing. Reimbursable Legal Services will be provided in addition to, and billed separately from, General Counsel and Special Counsel Legal Services

**6.3.4. CPI Increase.** The rates herein will be adjusted annually on January 1 of each calendar year (the "Anniversary Date") in accordance with an increase in the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward area ("CPI") existing on the Anniversary Date but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term of this Agreement, as defined below. Any increase in the monthly Retainer as a result of an increase to the CPI will be rounded up to the nearest quarter cent. Any changes in the Firm's rates shall become effective following a thirty (30) day notice to the District.

**6.3.5. Technology Costs.** For technology costs (e.g., legal research services, court calendaring, etc.) a 2.5% technology fee will be added to each matter on your invoice. In

addition, it is the Firm's policy to charge for travel, copying, messenger services, filing fees, and other such out of pocket expenses. These expenses will be billed and payable contemporaneously with our fees.

**6.4. Outside Counsel.** If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field (e.g., workers compensation attorney), Firm will charge and District agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the General Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to District.

**6.5. Costs, Expenses & Advances.** District shall pay for costs, expenses and advances incurred by Firm on behalf of District, and services provided by or obtained through the Firm on behalf of District ("Costs & Advances"). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs by the Firm. Costs & Advances include, but are not limited to: outside courier service, court runner service, court reporter services, and transportation costs. The Parties agree that District shall pay the Costs & Advances of copying and printing at a rate of twenty cents (\$0.20 cents) per page as adjusted annually by the CPI. Automobile mileage will be calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. The District shall pay Costs & Advances for reasonable expenses associated with meals and lodging in accordance with the District's policy for such reimbursements. All Costs & Advances shall be itemized on the Firm's monthly invoice to the District and shall be due pursuant to Section 6.8 of this Agreement.

**6.6. Legislative/Lobbying Services.** District authorizes Firm to provide legislative and governmental relation services to the District as its registered lobbyist in the State of California. Governmental relation and lobbying services for the District may include updating the District on potential legislation impacting the District's interests and informing legislative committees of the District's positions on relevant legislation. Firm shall not charge or invoice District for legislative services under the compensation structure set forth in this Agreement.

**6.7. Included Services.** Notwithstanding any other provision in this Agreement to the contrary, District will not be required to pay any separate or additional charge for the following:

- a. Secretarial, word processing or clerical services which are included in the hourly rates of the Firm's legal professionals; and
- b. Charges associated with telephone or facsimile services.

**6.8. Invoices and Statements.**

a. Firm shall provide District with an itemized statement or invoice for fees, costs, expenses and advances incurred on a monthly basis. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as District may direct.

b. Payments shall be made by District to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by District with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum, except as otherwise set forth herein.

**6.9. Payment of Taxes.** Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**6.10. Authorization to Perform Services.** Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from District.

**Section 7. Term and Termination.** This Agreement and the terms and conditions provided herein are continuous and shall remain in full force and effect and be relied upon until either Party terminates this Agreement. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon termination, Firm shall be entitled to, and District shall immediately pay, all amounts owed to Firm. District, however, may condition payment of such compensation upon Firm delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Firm.

**Section 8. Independent Contractor and Assignment.**

**8.1. Independent Contractor.** Firm shall perform all Legal Services required under this Agreement as an independent contractor of District and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District nor any of its employees shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the Legal Services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

**8.2. Assignment and Subcontracting.** District and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein without the prior written approval of the General Counsel. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of District.

**Section 9. Conflicts.**

**9.1. No Present Conflicts.** Firm has no present or contemplated employment that is adverse to District. Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against District. However, Firm may have past and present clients, or may have future clients, who, from time to time, may have interests adverse to District, and Firm reserves the right to represent such clients in matters not connected with its representation of District.

**9.2. Duty to Disclose Future Conflicts.** If a potential conflict of interest arises in Firm's representation of two clients, if such conflict is only speculative or minor, Firm shall inform District and seek waivers from each client with regard to such representation. However, if real conflicts exist, Firm would withdraw from representing either client in the matter and assist them in obtaining special counsel.

**9.3. No Conflict in Violation of Government Code section 1090.** Firm may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Firm's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

**Section 10. Errors and Omissions Insurance Coverage.**

**10.1. Insurance Coverage.** During the Term of this Agreement, Firm shall at all times maintain insurance coverage for Errors and Omissions with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. A certificate of insurance shall be provided to District within thirty (30) days of execution of this Agreement. In the event that any coverage required by this section is reduced, limited or materially affected in any manner, Firm shall provide written notice to District at Firm's earliest possible opportunity and in no case later than thirty (30) days after Firm is notified of the change in coverage.

**10.2. Remedies.** In addition to any other remedies District may have, if Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Firm's breach:

- a. Order Firm to stop work under this Agreement or withhold any payment that becomes due to Firm hereunder, or both stop work and withhold any payment, until Firm demonstrates compliance with the requirements hereof; or
- b. Terminate this Agreement.

**Section 11. Legal Requirements.**

**11.1. Governing Law.** The laws of the State of California shall govern this Agreement.

**11.2. Compliance with Applicable Laws.** Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**11.3. Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

**11.4. Licenses and Permits.** Firm represents and warrants to District that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to District that Firm and its employees, agents, and any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the Term of this Agreement any required business licenses from District.

**Section 12. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 13. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 14. Work Product.**

**14.1. Records Created as Part of Firm's Performance.** Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement to District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District and are not necessarily suitable for any future or other use.

**14.2. Firm's Books and Records.** Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Firm pursuant to this Agreement.

**14.3 Inspection and Audit of Records.** Any records or documents that Section 14.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, or copying at any time during regular business hours, upon oral or written request of District.

**Section 15. Notices.** Any notice or communication required hereunder between District and Firm must be in writing and may be given either personally, by electronic mail (“email”) (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving Party’s email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Morongo Valley Community Services District & Fire  
Department  
11207 Ocotillo Street  
Morongo Valley, CA 92256  
Attention: Brittany Chavez, General Manager  
Tel: (760) 363-6454  
Email: B.Chavez@morongovalleyfire.org

If to Firm: White Brenner, LLP  
1608 T Street  
Sacramento, California 95811  
Attention: Christina M. Pritchard  
Tel: (916) 468-4678  
Email: Christina@whitebrennerllp.com

**Section 16. Entire Agreement.** This Agreement, together with its specific references, attachments and exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made, expressed or implied, not specifically set forth herein.

**Section 17. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

**Section 18. Document Preparation.** This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

**Section 19. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

**Section 20. No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**Section 21. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Section 22. Attorney's Fees and Costs.** If any action at law, or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between District and Firm as of the date of execution by District.

**MORONGO VALLEY COMMUNITY SERVICES  
DISTRICT & FIRE DEPARTMENT,**  
a California special district

By: \_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

**WHITE BRENNER, LLP**  
a California limited liability partnership

By: \_\_\_\_\_  
Christina M. Pritchard, Esq.

Date Signed: \_\_\_\_\_