

AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES

This Amended and Restated Agreement for Legal Services (“Agreement”) dated for identification purposes as of January 1, 2026 (“Date of Agreement”), by and between the City of Lake Elsinore, a municipal corporation (the “City”), on the one hand, and Leibold McClendon & Mann, a professional corporation (“LMM”), on the other hand.

RECITALS

- A. City engaged LMM to perform the duties of the office of the City Attorney by an Agreement for Legal Services dated July 1, 1997, which Agreement has been amended numerous times by City Council action (the "Existing Agreement").
- B. LMM possesses the skill, experience, ability, background, certification and knowledge to provide the services of City Attorney required by the City and described in this Agreement on the terms and conditions described herein.
- C. City and LMM desire to enter into this Agreement to amend and restate the Existing Agreement into a single updated document.

AGREEMENT

1. Scope of Services. By this Agreement, City retains LMM to perform the duties of City Attorney. LMM shall provide said services at the time, place, and in the manner subject to the direction of the City Council. In connection with the performance of the duties of the City Attorney, the City agrees to be truthful with LMM, to cooperate with LMM’s representation, and to make available, in prompt and businesslike manner, all necessary and available documentation and background data as may be necessary from time to time.
2. Term of Agreement. The terms and conditions under this Agreement shall commence on January 1, 2026, and shall continue thereafter until amended or terminated by written agreement.
3. Compensation. Compensation to be paid to LMM shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
4. Method of Payment. LMM shall submit monthly billings to City describing the work performed during the preceding month. LMM’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Services will be billed in increments of one-tenth (1/10th) of an hour. City shall pay LMM no later than 30 days after approval of the monthly invoice by the City Manager or designee.
5. Termination. LMM serves at the will of the City Council. This Agreement may be terminated by the City immediately for cause or by either party without cause upon thirty (30) days’ written notice of termination. Upon termination, LMM shall be entitled to compensation for services performed up to the effective date of termination.

6. Ownership of Documents. All writings prepared by LMM in the course of implementing this Agreement, except working notepad, preliminary draft and internal documents, are the property of the City.

7. LMM's Books and Records.

a. LMM 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 City for a minimum period of three (3) years, or for any longer period required by law, from the date of payment to LMM under this Agreement.

b. LMM shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the City Manager, City Auditor or City Council Member(s), at any time during regular business hours, upon written request by the City Council. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at LMM's address indicated for receipt of notices in this Agreement. Nothing herein shall require or permit the release or inspection of any privileged document without the express written waiver of such privilege by the City Council.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of LMM's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall.

8. Independent Contractor. It is understood that LMM, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. LMM shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and LMM hereby expressly waives any claim it may have to any such rights.

9. Interests of LMM. LMM (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of LMM's services hereunder. LMM further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

10. Professional Ability of LMM. City has relied upon the professional training and ability of LMM to perform the services hereunder as a material inducement to enter into this Agreement. LMM shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by LMM under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in LMM's field of expertise.

11. Compliance with Laws. LMM shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. LMM represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of LMM to practice its profession. LMM represents and warrants to City that LMM shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of LMM to practice its profession.

13. Indemnity. LMM agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

14. Professional Liability Coverage. LMM shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from LMM's operations under this Agreement, whether such operations by the LMM or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

15. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
 Attn: City Manager
 130 South Main Street
 Lake Elsinore, CA 92530

If to LMM: Leibold, McClendon & Mann, P.C.
 Attn: Barbara Leibold
 9841 Irvine Center Drive, Suite 230
 Irvine, CA 92618

16. Entire Agreement. This Agreement is an amendment and restatement of the Existing Agreement and constitutes the complete and exclusive statement of Agreement between the City and LMM. All prior written and oral communications, including the Existing Agreement, correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both LMM and City.

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of LMM.

LMM shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the LMM under this Agreement will be permitted only with the express consent of the City. LMM shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, LMM shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. LMM has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26. Prohibited Interests. LMM maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for LMM, to solicit or secure this Agreement. Further, LMM warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for LMM, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of

this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. LMM represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. LMM shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

28. Annual Performance Review. The City Council shall annually review the performance of LMM in the first quarter of each calendar year.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CITY OF LAKE ELSINORE,
a municipal corporation

LEIBOLD MCCLENDON & MANN, P.C.

By: Jason Simpson, City Manager

By: Barbara Leibold, Shareholder

ATTEST:

Candice Alvarez, MMC
City Clerk

EXHIBIT "A"

SCHEDULE OF CHARGES

Legal Services. Commencing as of the Date of Agreement, LMM shall be compensated by City for the performance of Legal Services at a public law rate of \$370 per hour for attorneys and \$185 per hour for paralegals.

Third Party Reimbursements. All legal services provided to the City for which the City receives reimbursement from a third party, as determined according to the mutual agreement of the parties on a case-by-case basis, shall be billed at \$575 for Shareholder/Of Counsel and \$475 for associate attorneys. If LMM believes that a matter falls within the reimbursed services category, LMM shall first seek approval from the City Manager.

Issuer's Counsel for Municipal Bonds. Commencing as of the Date of Agreement all legal services provided in connection with any bond financing shall be compensated at the rate of \$595 per hour for attorneys and \$185 per hour for paralegals.

Adjustments to Rates. On July 1, 2027, all rates provided in this Exhibit shall be automatically adjusted for changes in the cost of living for the most recently published eighteen (18) month period, as shown by the U.S. Department of Labor in its All Urban Consumer Index set forth for the Riverside area.

Commencing July 1, 2028, and every July 1 thereafter during the Term of the Agreement, all rates provided in this Exhibit shall be automatically adjusted for changes in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumer Index set forth for the Riverside area.

Cost Reimbursement.

The City shall reimburse LMM for all reasonable and necessary out-of-pocket expenses incurred by LMM in providing legal services. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (at \$0.15 per page, or at cost if provided by third party copy services), mileage expenses at the rate allowed by the Internal Revenue Service (except as provided below), court fees, computerized research time (e.g., Lexis or Westlaw), extraordinary mail or delivery costs (e.g., courier, overnight and express delivery), actual fees and expenses (no mark-up) for consultants retained by LMM, and similar costs relating to the services that are generally chargeable to a client. However, no separate charge shall be made by LMM for secretarial or word processing services, and no mileage shall be charged for attendance at any meeting scheduled within the City of Lake Elsinore.