

PRISM Agreement for Legal Services

This Agreement is entered into by and between Stephen Underwood (Underwood), and the undersigned Public Risk Innovation, Solutions, and Management (PRISM) and governs the procurement and ongoing use of the legal services described in this Master Agreement (Agreement). This Agreement shall be effective beginning **July 1, 2022**, and shall terminate **June 30, 2023**. The Agreement may be renewed thereafter on such terms as mutually agreed upon by the aforementioned parties.

1. Services: Underwood shall provide the services as outlined below.

1.1. Access: Eligibility to access this program includes any PRISM Member, Participating Entity and PRISM Pool Member (hereafter referred to as "PRISM Member(s)"). The Members have agreed that this Master Agreement may be negotiated on their behalf and that PRISM will be responsible for administration and timely payment for services rendered on their behalf pursuant to this Agreement.

a. Risk Pools. Legal Services will be available to risk pool groups that are PRISM members and Participants pursuant to the "Access" paragraph, above.

b. Optional Member Services. Underwood will invoice PRISM Members, directly for any *optional services* purchased directly from Underwood.

1.2. PRISM shall have access to legal services as well, but under a separate program. Underwood will provide special legal service to PRISM, which will cover the following specific areas of legal services:

- Membership questions – i.e. who can be a member
- Respond to subpoenas
- Respond to Public Records Requests
- Contracts with members (borrowing agreements, national expansion, etc.)
- Governance Advice (Operation of PRISM, Governance Docs, Program Docs)
- Captive advice
- Backup to Mike Pott if he is unavailable

All other legal services will be undertaken by Chief Legal Counsel, Mike Pott. Those services are as follows:

- Brown Act advice and attend closed sessions (Exec, GL2, Med Mal, PWC and backup for CRC)
- Vendor Contracts – set up internal controls for review of all contracts
- NDAs
- Advice re: litigation involving PRISM
- HR advice

2. Availability and Account Support: The regular business hours for contacting Underwood are from 8:30 a.m. to 5:30 p.m. PST Monday through Friday. Accessibility may be available outside of these hours,

as necessary to assure responsiveness and timely completion of services. Each PRISM Member, Participating Entity and PRISM Pool Member will be provided with designated communication channels for contacting Underwood, including telephone number, fax number and email address. PRISM Member, Participating Entity and PRISM Pool Member will designate a primary and secondary contact person authorized to communicate directly with Underwood for requests for services under this Agreement. Legal Counsel for PRISM Member, Participating Entity and PRISM Pool Member may also contact Underwood on specific matters, as necessary.

3. Independent Contractor: While performing services under this Agreement, Underwood and will be acting as an independent contractor and not as an officer, agent or employee of PRISM or any individual PRISM Member. Underwood will comply with all Federal and State laws and regulations for payment of all applicable taxes and shall procure and maintain all required insurance and related benefits.

4. Future Functionality & Content: PRISM agrees it is only entitled to the scope of services as outlined in Exhibit A of this Agreement. Any updates or service expansions added to Exhibit A will be mutually agreed upon in writing between PRISM and Underwood.

5. Fees and Payments:

5.1. Payments. Underwood shall submit to PRISM an invoice on the first day of each month for the total monthly retainer fee of \$4,600.00 per month. The fee shall be due and payable to Underwood on or before the 15th day of each month.

PRISM shall be responsible for direct payment of the monthly retainer fee to Underwood on behalf of the PRISM Members participating under this Agreement and who are receiving services from Underwood. PRISM will obtain reimbursement or contribution from participating entities on terms and conditions that are within its sole discretion.

Underwood shall not submit any invoice to participating entities for fees, costs, or expenses of any kind connected with the services provided pursuant to this Agreement. Should any individual PRISM Member elect to retain Underwood for services provided outside this Agreement, Underwood and the PRISM Member shall enter into a separate engagement with scope of work to be determined by the parties to that separate and additional engagement.

6. Intellectual Property Rights:

6.1. All materials accessed and provided to PRISM Members under this program shall be customized for PRISM Members. No other use of these materials, except for use in this program, is expressly or impliedly given.

6.2. PRISM shall be the owner of all utilization data collected for all services rendered by Underwood to PRISM Members as outlined within this Agreement, whether or not performance under this Agreement is completed or terminated prior to completion. Underwood shall not release any materials under this section except after prior approval of PRISM or as required by this Agreement or by law.

6.3. Underwood will treat all information received in the course of performance of this Agreement as confidential. Confidential information is that information obtained solely as a result of work for PRISM and/or each individual PRISM Member and not available in the public domain. Such information may include, but is not limited to, legal advice and written opinions, records pertaining to review of Public Records Act requests, or any other information provided to Underwood in the performance of service

pursuant to this Agreement. On a case-by-case basis, attorney-client or attorney work product privileges from disclosure of information may also apply.

Disclosure of @ Underwood shall not disclose or appropriate for his own use, or for the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the PRISM Members or PRISM, whether or not developed by Underwood, including, but not limited to information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Underwood's performance of this Agreement, or as required by a government authority. Should any confidential information be disclosed; Underwood will immediately notify PRISM of the nature and extent of the information.

. Term and Termination. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Exhibit A ("Term").

Cancellation with # This Agreement may be terminated by either party (the "Terminating Party") with fifteen (15) days prior written notice in the event that the other party (the "Breaching Party") breaches any material term or condition of the Agreement; provided, however, that such notice must have first identified the nature and scope of the claimed breach, affording an opportunity to the Breaching Party to cure the breach, and the Breaching Party must have failed to cure the breach within thirty (30) days of receiving such notice. If PRISM cancels for cause, any prepaid service fees from the effective date of cancellation to the anniversary of the Agreement's term shall be prorated and refunded to PRISM within thirty (30) days following the effective date of cancellation; and, if the fifteen (15) day notice period crosses over into the next term month of the Agreement, PRISM will pay the pro-rated monthly fees for the period from the next term month of the Agreement to the effective date of cancellation.

7.1. Cancellation without # This Agreement may be terminated by either party, in advance of expiration, for no reason or for any reason, other than for material breach of its terms or conditions, (collectively, "without cause"), by the Terminating Party giving the other party at least sixty (60) days written notice prior to the effective date of cancellation . If PRISM cancels without cause, Underwood will cease rendering any included services on the effective date of cancellation. If the sixty (60) day notice period does not cross over a term month of the Agreement's term, any prepaid service fees for the period of time from the effective date of cancellation to the anniversary of the Agreement's term shall be prorated and refunded to PRISM within thirty (30) days following the effective date of cancellation; and, if the sixty (60) day notice period does cross over an anniversary date of the Agreement's term, PRISM will pay the pro-rated monthly fees for the period from the next term month of the Agreement to the effective date of cancellation, on or prior to the next term month of the Agreement. If Underwood cancels without cause, Underwood will continue, if PRISM desires, to perform included services for all assignments remaining open up to the effective date of cancellation.

Upon termination of this Agreement and upon request, Underwood shall provide PRISM with any data or records it has retained as part of the Services.

Mutual Warranties and Disclaimer:

8.1. Mutual Representations & ‡ Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

8.2.) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Miscellaneous:

9.1. ° Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Underwood may not freely assign or transfer any or all of its rights without PRISM consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing O This Agreement shall be governed by, and enforced in accordance with, the laws of the state of California. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of California.

9.3. ° If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties endeavor to resolve the dispute by cooperative mutual agreement. Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties shall be settled solely and exclusively by binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party.

Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DETERMINED TO BE INAPPLICABLE, THEN EACH PARTY MAY PURSUE ITS REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL RIGHTS TO TRIAL BY JURY AS TO ANY ISSUE RELATING TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR CLAIM OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

9.4. Insurance k Underwood shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to PRISM prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall name PRISM as an additional named insured. Failure to comply with the insurance requirements shall place Underwood in default. Upon request by PRISM, Underwood shall provide copies of any insurance policies to PRISM within ten (10) working days. PRISM may periodically review the minimum limits of Underwood's policies for the required insurance coverage. In the event of a change in the minimum limits, Underwood shall inform PRISM of such change by giving written notice to PRISM no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that PRISM shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material change or reduction in coverage.

This Scope of Work is incorporated into and made a part of the Agreement for Services for Outside Vendors. Underwood will comply with the terms and conditions of the standard Agreement for Services pertaining to insurance, indemnification, documentation and performance obligations.

Underwood shall maintain in force and effect the professional liability insurance, and Errors and Omissions insurance coverages as set forth below during the term of this Agreement and shall provide proof of insurance in the form and manner specified by PRISM.

a. Professional Liability Insurance:

Minimum limit of \$1,000,000 per occurrence.

b. Errors and Omissions Insurance:

Minimum limit of \$1,000,000 per occurrence.

9.5. Force U Underwood shall have no liability for any failure or delay in performing any of his obligations pursuant to this Agreement due to, or arising out of, any act not within his control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

9.6. No ‡ No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

9.7. o If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.8. Entire ° This Agreement and its exhibits represent the entire understanding and agreement between Underwood and PRISM, and supersede all other negotiations, proposals, understandings and representations (written or oral) made by and between Underwood and PRISM.

9.9. Conflict of @ Underwood agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations.

9.10. Notices. Any notice required to be given to Underwood shall be deemed to be duly and properly given if any of the following have been completed: noticed mailed to Underwood, postage prepaid, and sent to the address below or personally delivered to Underwood at such address or at such other address as Underwood may designate in writing to PRISM; or emailed to the below email address:

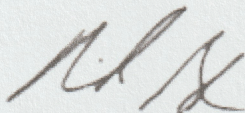
Stephen Underwood
1770 Kyle Court
Nipomo, CA 93444
T: 805-705-6195
Email: publicentity.law@gmail.com

Any notice required to be given PRISM shall be deemed to be duly and properly given if any of the following have been completed: notice mailed to PRISM, postage prepaid, and sent to the address below or personally delivered to PRISM at such address or at such other addresses as PRISM may designate in writing to Underwood; or emailed to the below email address:

PRISM
Attn: Rick Brush
75 Iron Point Circle, Suite 200
Folsom, CA 95630
Email: rbrush@prismrisk.gov

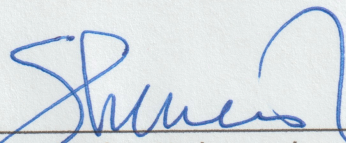
9.11. Service Providers' Bill of Rights: PRISM hereby agrees to abide by the Pool Service Providers' Bill of Rights as approved by the PRISM Board of Directors on June 1, 2007, and attached hereto as Exhibit C.

For PRISM



Name: Rick Brush
Title: Chief Member Services Officer
Date: 6/27/22

For Stephen Underwood



Name: Stephen Underwood

Date: 12/9/2022

Exhibit A : Scope of Services

Services Provided:

This is a monthly service that will provide participating public entity member with the ability to contact Underwood for assistance and/or consultation concerning the Public Records Act, contract review, other document review, statutory interpretation, and other general government issues. Participating PRISM Members may submit questions, seek guidance and advice and make requests for assistance with matters within the Scope of Services.

Underwood will provide legal guidance, counseling, legal advice, guidance with policy enforcement, and process documentation, thereby providing consultation, support and information which is needed by a participating entity.

1. **Unlimited:** Telephone calls, email communications and/or faxes from each entity's designated contacts, for answers matters within the scope of services.
2. **Step-by step:** Coaching and advice in a privileged context to specified PRISM Member designees for review and analysis of documentation, writing or editing documentation and other assistance or legal counseling and/or advice.
3. **Administrative Assistance/Consulting:** Underwood will engage in consulting, as necessary and appropriate, with PRISM Risk Control to accomplish the objectives of this program.
4. **Coordination with Entity Counsel:** Underwood will communicate, as necessary, with County Counsel, City Attorney or other legal departments of participating PRISM Members to implement this program.

Supplemental Work Subject to Separate Engagement:

This monthly service is only for services specified in the Scope of Work and Services Provided Statements. Underwood will perform supplemental services for individual PRISM Members only with advance authorization and written engagement agreement that the individual PRISM Member will incur the specific costs/fees that are outside the scope of this Agreement on its own behalf. When authorized, the work will be billed by at the rate of \$225.00 per hour.

Personnel and Supervision:

This program for PRISM Members and PRISM staff shall be administered and supervised directly by Stephen Underwood. In accordance with the California Rules of Professional Responsibility, no attorneys who are not directly associated with Underwood will perform legal services under this Agreement without express prior authorization of PRISM.

Applicable Privileges:

The monthly legal advice and counseling service involves professional legal services. Underwood is licensed to practice law in California and shall maintain all applicable attorney client and attorney work product privileges with participating member entities. Underwood shall take all appropriate and necessary steps to protect the confidentiality of each participating member entity's records in its possession and shall maintain appropriate confidential record-keeping for hard copy and electronic records.

Pursuant to the California Rules of Professional Responsibility, Underwood shall execute a written "Legal Services Engagement Letter," as appropriate, with each participating member entity. That Engagement Letter shall confirm that an attorney-client relationship is established for the purposes of providing legal services to the participating member entity, including all applicable confidentiality

and attorney client privileges. The letter shall further state that the participating entity shall have its own responsibility for remitting legal fees to Underwood for services rendered under this Master Agreement to be administratively processed and paid via PRISM. Any failure to pay by PRISM shall constitute a material breach which shall result in Underwood's withdrawal from the attorney client relationship concerning such participating entity or entities. An exemplar of the "Legal Services Engagement Agreement" is attached hereto as Exhibit B.

Exhibit B: Exemplar Legal Services Engagement Agreement

This AGREEMENT is entered into between Stephen Underwood ("Underwood") and _____ ("participating entity") for legal services. This Agreement is effective for the term of the Master Agreement between Underwood and Public Risk Innovation, Solutions, and Management ("PRISM"), beginning **July 1, 2022** and ending **June 30, 2023**.

1. **Scope of Services:** Underwood will provide services specified under the Master Agreement between Underwood and PRISM. This monthly service provides participating PRISM Members with the ability to contact Underwood for assistance with matters within the scope of services. The full monthly services are set forth in the Master Agreement.
2. **Fees:** PRISM shall be responsible for direct payment of the monthly fees to Underwood on behalf of PRISM Members receiving services. Underwood will not submit any invoice to participating PRISM Members for fees, costs, or expenses of any kind connected with services provided under the Master Agreement.
3. **Supplemental Engagement(s):** Should _____ elect to retain Underwood separately for legal services that are supplemental to those provided under the Master Agreement, Underwood shall establish a separate engagement with Scope of Work and deliverables to be determined by at the time of said engagement. Fees and/or costs for any supplemental services shall be determined at the time of engagement, subject to the discounted fees for participating PRISM Members that is identified in the Master Agreement.
4. **Intellectual Property:** _____ will abide by license agreements established under the Master Agreement for webinar materials, newsletters and other print resources.
5. **Applicable Privileges and Confidentiality:** Underwood shall maintain all applicable attorney client and attorney work product privileges with participating PRISM Members. To preserve the privilege, _____ shall designate a primary and secondary contact for all communications. Underwood shall take all necessary steps to protect the confidentiality of information and records and shall maintain appropriate confidential record-keeping for hard copy and electronic records. Underwood will treat all information received in the course of performance of this Agreement as confidential. Confidential information is that information obtained solely as a result of work for PRISM and/or each individual participating PRISM Member and not available in the public domain.
6. **Independent Contractor:** While performing services, Underwood will be acting as an independent contractor and not as an employee of PRISM or any PRISM Member.

Participating Entity Name

Stephen Underwood

By _____

By _____

Title of Signatory:

Stephen Underwood