

LONG & LEVIT LLP

465 California Street, Ste. 500

San Francisco, CA 94104

(415) 397-2222

FAX: (415) 397-6392

May 11, 2022

ATTORNEY-CLIENT FEE CONTRACT

This document is the attorney-client fee agreement (the "Agreement") between the Mendocino County District Attorney's Office and the County of Mendocino ("You") and Long & Levit LLP ("We") under which We will provide legal services to and employee of the Mendocino County District Attorney Office ("Employee").

1. EFFECTIVE DATE. The above date is for reference only. This Agreement will not take effect, and We will have no obligation to provide legal services, until You return a signed copy of this Agreement. The Agreement's effective date, however, will be retroactive to the date We first performed services. Even if this Agreement does not take effect, You will be obligated to pay us the reasonable value of any services We have performed for You.

2. SCOPE OF SERVICES. You are hiring us to represent you solely in connection with responding to the inquiry letter Employee has received from the California State Bar and, if necessary, negotiations with the California State Bar regarding potential discipline.

We will provide those legal services reasonably required to represent Employee and take reasonable steps to keep Employee informed of progress and to respond to inquiries. We will not represent You or Employee with regard to any other matter. Unless We execute a different written agreement, this Agreement governs all services We perform for Employee.

3. YOUR DUTIES. You agree to be truthful with us, cooperate, keep us informed of developments, abide by this Agreement, pay our bills on time, and keep us advised of your address, telephone number, and whereabouts. This matter may require a substantial amount of your time to review documents, prepare for hearings and trial, and participate in the discovery and pre-trial process.

If We are fined or sanctioned by any court for your conduct or your failure to cooperate in litigation or other legal proceedings, You agree to reimburse us for the amount of those sanctions.

4. CONFIDENTIALITY. It is in your best interest to preserve the confidentiality of all communications between us. Your ability to protect the confidentiality of those communications may be jeopardized if You disclose their contents to third parties.

5. **DEPOSIT.** We will not require a retainer/deposit for fees so long as You promptly pay our bills for services consistent with paragraph 8 below.

6. **LEGAL FEES AND BILLING PRACTICES.**

a. **Fees.** You agree to pay Long & Levit LLP at Our hourly rates. Our current hourly rates are set forth on the attached Rate Schedule. The hourly rates for all Our personnel working on Your matters will be stated in Our billing statements. We may change the rates at which We provide services to You under this Agreement. In that event, We will notify You of the new Rate Schedule and its effective date. No estimate of fees for any matter or task shall bind us, except only if and to the extent that We specifically and expressly agree in writing to be bound thereby.

b. **Specific Charges.** We charge for the time spent on telephone calls relating to your matter, including calls with You, opposing counsel, court personnel, experts, and others as We believe is necessary. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do, each person charges for the time spent. Likewise, if more than one of the legal personnel is required to attend a meeting, hearing, or other proceeding, each charges for the time spent. We charge for waiting time in court and elsewhere and for local and out-of-town travel time.

c. **Costs.** We will incur various costs and expenses in performing legal services under this Agreement. You agree to pay those costs and expenses in addition to the hourly fees. Costs and expenses commonly include filing fees, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, local travel expenses, reproduction costs, word processing charges and charges for online computer research. Some of the costs and expenses We incur that are charged as disbursements to You are set forth in the Rate Schedule. Other costs or expenses charged are determined by the vendor of the service, and the rates charged by vendors vary. It is our practice to forward all third party bills in excess of \$500 to You and You agree to promptly pay those bills directly. We may advance money for charges under \$500 or may advance money for third party bills greater than \$500 if a third party invoice cannot feasibly be forward to You for payment; any such disbursements will be included in your bill. On matters requiring sizable disbursements, We may ask You to advance such disbursements, and You agree to promptly do so.

7. **THIRD PARTY PAYOR:** If a refund is due at the conclusion of the representation, the refund will be paid to the person or entity who paid the fees and costs.

You acknowledge this agreement to pay for attorney's fees and costs does not make it a client of Long & Levit and that an attorney-client relationship will exist only between us and Employee.

You further agree that You will not interfere with the attorney-client relationship and will not interfere with our exercise of independent professional judgment on behalf of You.

In furtherance of the independent nature of the attorney-client relationship, You acknowledge that it has no right to direct our handling of your matter.

If Employee believes that Mendocino DA's participation in consultations with us may be beneficial and agree We may include them in such consultations with the understanding that Mendocino DA's involvement in any communications with us is solely to further Employee's interests. Communications involving Mendocino DA are therefore intended to remain confidential and privileged as against persons or entities other than us, Employee and Mendocino DA. It is further understood and agreed that We may share confidential information with Mendocino DA except when Employee directs us to keep information confidential. To the extent Employee desires communications and information to remain confidential, Mendocino DA agrees that payment of our fees and/or receipt of your confidential information or secrets shall not in any way limit Employee's confidentiality rights or waive any privilege.

8. BILLING. We will bill You for legal fees and costs monthly. Payment is due within thirty (30) days after receiving the bill. Our bills will reflect current charges for professional services rendered on an hourly basis, including all work performed by attorneys and legal assistants. There will be variations in hourly rates depending upon which of the legal personnel assigned to your matter performed the services. Our bills will also reflect cash disbursements made by us for costs incurred on your behalf.

9. DISCHARGE AND WITHDRAWAL. You or Employee may discharge us at any time. We may withdraw from representing Employee with your consent or for good cause. Good cause includes your breach of this Agreement (including your failure to pay bills and/or deposits), your refusal to cooperate with us or to follow our advice, or any circumstance that would, in our opinion, render our continued representation of Employee unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, We will, upon your request, deliver your file to Employee as provided by California law.

10. TERMINATION. Our retention terminates absolutely when the work described above in paragraph 2 is completed or We are discharged or withdraw. After this representation terminates, We do not undertake or have a continuing duty to represent You or keep You informed about any matters, facts, law, or developments which are or may be relevant to your matter.

11. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in our statements to You or Employee will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. We make no representations or warranties concerning the successful defense of your matter or the favorable outcome of any legal action

that has been or may be filed. We do not guarantee We will obtain reimbursement to You for any costs, expenses, or other damages resulting from the subject matter of this representation. All of our statements on any such matters are statements of opinion only.

12. INDEPENDENT COUNSEL. You understand your right to obtain, at your own expense, independent legal counsel regarding this Agreement or any aspect of this matter.

13. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

14. ENTIRE AGREEMENT. This Agreement is the entire agreement between us and You and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between us and You, regarding the subject matter of this Agreement.

15. AMENDMENTS. Neither this Agreement nor the application of any provision of this Agreement shall be amended or modified in any respect whatsoever except by an instrument in writing duly executed by us and You.

16. GOVERNING LAW. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

17. CONSENT TO USE OF EMAIL AND CLOUD SERVICES. In order to provide You with efficient and convenient legal services, We will frequently communicate and transmit documents using email. Because email continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, You are consenting to such email transmissions with You and your representatives and agents.

In addition, We use a cloud computing service with servers located in a facility other than our office. Most of our electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, You understand and consent to having communications, documents and information pertinent to your matter stored through such a cloud-based service.

18. INSURANCE. We shall maintain errors and omissions insurance covering the services provided under the Agreement.

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RATE SCHEDULE

Client(s): Employee

Matter: S0389.0079

Hourly Rates:

Partners	\$400
Associates	\$310
Legal Assistants	\$150

We charge for our time in minimum units of 0.1 hours.

Costs And Expenses:

In-Office Reproduction	\$0.10 per page non-color; \$0.25 per page color
Mileage	IRS allowed mileage rate
Messenger	Actual Cost
Long Distance Phone	Actual Cost
Information Databases	Actual Billed Cost

Subject To Change:

The rates on this schedule are subject to change on thirty (30) days written notice. If You decline to pay any increased rates, We will have the right to withdraw as your lawyers.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

C. [Signature] 05-17-22
ELECTED OFFICIAL DATE

Budgeted: Yes No

Budget Unit: 2070

Line Item: 86-2239 Special Dept. Expense

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/13/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

Darcie Antle
INSURANCE REVIEW:

By: 05/24/2022
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

LONG & LEVIT LLP

465 CALIFORNIA STREET, 5TH FLOOR

SAN FRANCISCO, CA 94104

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS
County Counsel [Signature]

By: [Signature]
Deputy

Date: May 17, 2022

[Signature]
EXECUTIVE OFFICE/FISCAL REVIEW:

By: 05/24/2022
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____