

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services, dated as of January 8, 2018, is made between the **COUNTY OF MENDOCINO** (hereinafter referred to as "Client") and **Abbott & Kindermann, Inc.** (hereinafter "Attorney").

1. **Commencement:** Attorney will provide legal services when both Client and ECORP return a signed copy of Legal Services Agreements and Conflict of Interest waivers.

2. **Scope of Services:** Client along with ECORP wishes to jointly retain Attorney to assist Client and ECORP in entitlement processing for a development project known as Vineyard Crossing, located near the City of Ukiah. This is a limited scope of work (as limited by section 3 below.) The Attorney's typical level of services for similar projects is in excess of the specified cap in section 3, therefore Client acknowledges that Attorney will not be providing the full range of services typically required for this type of engagement. The services provided by Attorney shall be directed by the Mendocino County Counsel's office.

3. **Financial Cap on Services Provided:** Total fees charged shall not exceed ten thousand dollars (\$10,000.00). County of Mendocino shall be solely responsible for payment of Attorney's fees and costs.

4. **Calculation of Legal Fees:** Client agrees to pay Attorney for Attorney's services at the rates shown on the attached Rate Schedule. Attorney's services include those services provided by employees, other attorneys and planners. Client understands that the attached Rate Schedule provides for rate increases after notice to Client.

Time charges to the client will be based upon the nearest one-tenth of an hour devoted to Client's legal matter(s) or two-tenths for telephone calls. Where in the course of providing legal services, Attorney is able to use on- or off-line computer research or a previously prepared document, form, or research of particular relevance to Client, then in lieu of billing based upon actual time, the Attorney may charge the Client for the reasonable time attributable to the service provided.

Attorney will charge Client for time spent on telephone calls relating to Client's matter, including calls with Client, opposing counsel, and/or necessary third parties. When necessary, the legal personnel assigned to Client's matter will confer among themselves, and each person will charge for the time expended. Likewise, if it is necessary for more than one of Attorney's legal personnel to attend a meeting or other proceeding, each person will charge for the time spent. Attorney will charge for waiting time, and for travel time, both local and out of town. When, in the professional judgment of the Attorney, the Attorney believes that it is more cost effective for the Attorney to consult with an attorney outside the firm, the Attorney may do so and may charge the Client for the costs of the consultation for both counsels according to the attached Rate Schedule.

5. Costs and Other Charges:

(a) **In General:** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, charges for computer time and other similar items. Except for the items specified on the Rate Schedule, all costs and expenses will be charged at our cost.

(b) **Out of Town Travel:** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) **Consultants and Investigators:** To aid in the preparation or presentation of Client's case, it may become necessary to hire outside consultants or investigators. Attorney will not hire such persons unless Client agrees in advance to pay their fees and charges. Attorney will select any consultants or investigators to be hired.

(d) **Litigation:** In the event Client's matter involves arbitration or litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Attorney to effectively present Client's case. In addition to the other costs and charges set forth in subsections (a) through (c) above, arbitration and litigation frequently include such costs as filing fees, court reporter fees, transcript costs and expert witness fees.

(e) **Termination:** Upon completion of Attorney services or upon termination of this contract, all unpaid fees and costs will immediately become due and payable. Attorney will return to Client any unearned funds or property belonging to Client in Attorney's possession. Attorney agrees to follow Client's written instructions with respect to disposition of Client's file materials. Client understands and agrees that should Client instruct Attorney to return or forward Client's file materials to Client or any other person, Attorney will not thereafter be required to maintain a copy of Client's file. In the absence of specific directions from Client, Attorney will store Client's file for a minimum of four (4) years, after which time the file may be destroyed.

6. Billing Statements: Attorney will send Client statements for fees and costs incurred. Billing statements are due and payable upon receipt and delinquent if not paid within thirty (30) days of the statement date.

7. Interest: Interest will be charged on delinquent fees and costs at the rate specified on the attached Rate Schedule, or, if not specified, at the maximum rate permitted by law.

8. **Application of Payments:** All payments received from Client (including distributions from a client trust account) will be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees (with the oldest fees due being paid first).

9. **Dispute:** The venue in any action or proceeding arising out of this Agreement or the performance of services pursuant to this Agreement shall be in Sacramento County.

10. **Discharge and Withdrawal:** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent (or upon approval of the Court if applicable) or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney, Client's refusal to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. In addition, Attorney may withdraw at any time, upon reasonable notice to Client, when, in the sole discretion of Attorney, Attorney determines that Attorney will be unable to devote the necessary time or resources to accomplish the services set forth in paragraph 2 of this Agreement.

11. **Disclaimer of Guarantee:** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

12. **Use of Client's Name:** Client authorizes Attorney to use Client's name, project or development name in conjunction with marketing efforts undertaken by Attorney. All marketing activities will conform to all rules and guidelines issued by the State Bar regarding advertising.

13. **Errors and Omissions Insurance.** The Attorney maintains professional liability insurance.

14. **Periodic Modification.** Upon 30 days written notice to Client, Attorney may update the Terms and Conditions, as well as the attached Rate Schedule.

15. **Authorization to Use Email, Facsimile and Mobile Communications.** Client acknowledges that there are inherent risks in maintaining the confidentiality of communications by email, facsimile and mobile telephone systems. Notwithstanding these risks, Client authorizes Attorney to use these methods of communication.

16. **Client Contact Information.** Client's contact information is as follows:

County of Mendocino
501 Low Gap Road, Room 1030
Ukiah, California 95482

Telephone: 707-234-6885

17. ***Counterpart and Electronic Originals.*** This agreement may be executed in counterpart copies that will be deemed one original. Fax or emailed copies of signatures are to be accepted as originals.

18. ***Term of Agreement.*** The term of this agreement shall be from the date first written above through December 31, 2019.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

K Elliott 1/12/18
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 1210

Line Item: 862189

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: Mr. A. M. A.

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.
2100 21st Street
Sacramento, CA 95818

INSURANCE REVIEW:

By: Carmel G. Orfeo
Risk Management

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

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Janette Rau
Deputy CEO

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: K Elliott
Deputy

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: _____

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE

William W. Abbott	\$ 375.00 per hour
Diane G. Kindermann	\$ 375.00 per hour
SENIOR COUNSEL	\$ 350.00 per hour
ASSOCIATE IV	\$ 285.00 per hour
ASSOCIATE III	\$ 225.00 per hour
ASSOCIATE II	\$ 200.00 per hour
ASSOCIATE I	\$ 160.00 per hour
PLANNER II	\$ 150.00 per hour
PLANNER I	\$ 110.00 per hour
PARALEGAL II	\$ 150.00 per hour
PARALEGAL I	\$ 100.00 per hour
LAW CLERK II	\$ 110.00 per hour
LAW CLERK I	\$ 60.00 per hour
STAFF RESEARCHER	\$ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

- * Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.
- ** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.
- *** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.