COUNTY OF MENDOCINO
AGREEMENT FOR LEGAL SERVICES

This AGREEMENT is made by and between COUNTY OF MENDOCINO, through its OFFICE OF THE COUNTY COUNSEL ("COUNTY") and McNamara, Ambacher, Wheeler, Hirsig & Gray LLP, A PROFESSIONAL CORPORATION ("FIRM").

WHEREAS, COUNTY desires to contract for professional legal services; and WHEREAS, FIRM is particularly qualified to perform the required services due to its legal competence and expertise.

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. PERIOD OF PERFORMANCE

This Agreement shall begin on the date it becomes fully executed by all parties and shall continue for three years, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. FIRM'S SERVICES AND RESPONSIBILITIES

FIRM shall act as counsel to COUNTY and its officers and employees in matters or cases assigned to firm.

FIRM shall make every effort to provide the most cost-effective services possible to COUNTY and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

FIRM shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

FIRM shall coordinate with County Counsel in performing services under this Agreement and shall report to COUNTY's Board of Supervisors, or to the County staff, as requested, regarding the matters or cases it is handling.

FIRM shall obtain County Counsel's written approval before retaining any consultant or expert witness.

FIRM shall assist County Counsel in settlement evaluations and negotiations and shall obtain COUNTY's authority before making any settlement proposal on COUNTY's behalf or to the Court or to any other party to the case(s).

FIRM shall immediately notify County Counsel verbally and in writing when a judgment, verdict or other award is rendered.

FIRM shall provide County Counsel copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted

by another party. FIRM shall also provide copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

A. FIRM shall provide County Counsel (with a separate copy to County's Risk Manager and, if requested by COUNTY, a separate copy to COUNTY's excess insurance carrier) with the following reports for cases other than eminent domain cases:

1. **Case Evaluation, Plan and Budget**

(a) The *Case Evaluation, Plan and Budget* is a confidential independent evaluation of the case that will serve as the basis for developing COUNTY's legal position and strategy and for controlling litigation costs. It will include a budget of foreseeable defense costs, and the other information set forth in Attachment B.

(b) The *Case Evaluation, Plan and Budget* shall be submitted to the County Counsel as soon as possible after FIRM's initial analysis of the case, but no later than 60 days after FIRM first appears in the case.

2. **Case Status Reports**

(a) A *Case Status Report* is a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget,* as applicable.

(b) The *Case Status Report* shall contain the information set forth in Attachment C.

(c) Unless otherwise directed in writing by the Risk Manager or County Counsel, FIRM shall ordinarily provide *Case Status Reports* every three months. Between reports, FIRM shall telephonically or by e-mail advise County Counsel and Risk of important case developments or re-assessment of COUNTY's exposure and, if requested, prepare a *Case Status Report.*

4. **COMPENSATION.** Compensation to FIRM for services shall be at the rates set forth below, provided however that total payments hereunder shall not exceed $ 250,000.00 for the term of the Agreement.

A. **Fees**

FIRM shall provide legal services at the following billing rates:

1. $295.00 per hour for Noah Blechman or the work of any other partner in the firm of McNamara, Ambacher, Wheeler, Hirsig & Gray LLP.
2. $265.00 per hour for the work of any associate attorney in the firm.
3. $125.00 per hour for paralegal services.

B. **Expenses**

COUNTY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that COUNTY is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but not be limited to:

   (a) Deposition fees.

   (b) Transcript fees.

   (c) Messenger service.

   (d) Process service.

   (e) Document reproduction by an outside vendor.

2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:

   (a) Consultants' fees.

   (b) Expert witnesses' fees.

   (c) Travel expenses including meals, lodging, and mileage shall be reimbursed at the same rates as set forth in Mendocino County Policy #18 for County employees traveling more than 50 miles from their worksite, at the same rates as provided for County employees.

   (d) Investigative services costs.

   (e) Other expenses approved in advance by County Counsel.

3. Non-reimbursable expenses shall include, but not be limited to:

(a) Staff time or overtime for performing secretarial, clerical, or word processing functions.

(b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.

(c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.

5. BILLINGS AND PAYMENTS

A. Billings

1. FIRM shall submit its itemized billing statement monthly to County Counsel; however, FIRM shall provide an interim billing upon request of County Counsel or if outstanding fees and costs exceed $10,000.

2. The billing statement(s) shall be submitted electronically to Heather Rose Correll, Risk Manager with a copy to County Counsel:
(correllh@mendocinocounty.gov)
(cocosupport@mendocinocounty.gov)

2. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include invoices for reimbursement of expenses.

3. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11.E.

B. Payments

1. COUNTY's legal, risk management and accounting staff shall review all billing statements.

2. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION

This Agreement may be terminated in whole or in part at any time COUNTY, in its

sole discretion, deems termination to be in its best interest. COUNTY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at COUNTY's request, transfer pending files or complete specified services, which may include a final report.

7. TERMINATION DUE TO CONFLICT OF INTEREST

If either FIRM or COUNTY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or COUNTY may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

8. CLOSING REPORT UPON TERMINATION

Upon COUNTY's request, FIRM shall deliver a *Closing Report* to COUNTY in the format required by COUNTY, after termination of this Agreement.

9. NOTICES

All notices and required reports shall be emailed addressed to COUNTY or FIRM at the addresses below:

A. If to COUNTY:

Risk Management
County of Mendocino
501 Low Gap Road, # 1010
Ukiah, CA 95482
(correllh@mendocinocounty.gov)
(cocosupport@mendocinocounty.gov)

B. If to FIRM:

McNamara, Ambacher, Wheeler, Hirsig & Gray LLP
Attn: Noah Blechman, Esq
3480 Buskirk Ave., Suite 250
Pleasant Hill, CA 94523
925-939-5330
(noah.blechman@mcnamaralaw.com)

10. ASSIGNMENT

A. No part of this Agreement or any right or obligation arising from it is assignable without COUNTY's written consent.

B. However, FIRM may retain consultants and experts as FIRM deems appropriate after receiving COUNTY's written approval.

11. STANDARD TERMS AND CONDITIONS

A. Indemnification

1. FIRM shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of COUNTY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY.

2. FIRM shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to FIRM's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

4. FIRM shall also, at FIRM's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

B. **Insurance**

1. Without limiting FIRM's duty of indemnification, FIRM and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the COUNTY and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by COUNTY. If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

2. FIRM and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover FIRM, subcontractor, FIRM's partner(s), subcontractor's partner(s), FIRM's employees, and subcontractor'(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by FIRM or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the COUNTY, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. FIRM hereby certifies that FIRM is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and FIRM shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

3. FIRM shall obtain and maintain continuously a policy of professional liability coverage with limits of liability of not less than $1 million.

4. All insurance required by this Agreement shall be primary to and not contributing with any other insurance maintained by COUNTY.

C. **Independent Contractor Status**

1. This Agreement is between the COUNTY and FIRM and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association,

as between COUNTY and FIRM.

2. FIRM understands and agrees that all FIRM personnel furnishing services to COUNTY under this Agreement are employees solely of FIRM and not of COUNTY for purposes of workers' compensation liability.

3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

D. **Governing Laws**

This Agreement shall be construed in accordance with the laws of the State of California.

E. **Record Retention and Inspection**

Within ten (10) days of COUNTY's written request, FIRM shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecards or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless COUNTY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

F. **Communications With COUNTY**

FIRM understands that the County Counsel is the legally empowered legal representative of the COUNTY and its officers and employees, and FIRM shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY, its Board of Supervisors or any other officers or employees.

G. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

H. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that

provision.

12. **CONTRACT DOCUMENTS**

A. Attachments A through C are attached and incorporated as part of this Agreement. The attachments are titled as follows:

1. Attachment A - List of Assigned Matters and Cases

2. Attachment B - Information required for *Case Evaluation, Plan and Budget*

3. Attachment C - Information required for *Case Status Report*

B. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and FIRM which supersedes all previous written or oral agreements, and all prior communications between the COUNTY and FIRM relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, COUNTY and FIRM have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

/ / /

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Brina Blanton

DEPARTMENT HEAD DATE

02/12/2026

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: 2-9-26

NAME AND ADDRESS OF CONTRACTOR:

McNamara, Ambacher, Wheeler Hirsig & Gray LLP

3480 Buskirk Ave., Suite 250

Pleasant Hill, CA 94523

COUNTY OF MENDOCINO

By: _____

BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: 02/24/2026

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.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy 02/24/2026

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

DARCIE ANTLE, Clerk of said Board

By: _____

Deputy 02/24/2026

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____

COUNTY COUNSEL

Date: 02/12/2026

INSURANCE REVIEW:

By Darcie Antle

Risk Management

Date: 02/12/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Deputy CEO or Designee

Date: 02/12/2026

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: _____

ATTACHMENT A

LIST OF MATTERS AND CASES ASSIGNED TO FIRM

Provide legal representation to the County of Mendocino and Mendocino County Sheriff, Matthew Kendall, and other named County of Mendocino defendants, including but not limited to Samuel Logan, and individual; Deputy Jesus Lopez, in the case: *A.J.B et al., v. County of Mendocino et al.*, U.S. District Court, Northern District Case No. 26-cv-1016-WHO.

ATTACHMENT B

CASE EVALUATION PLAN AND BUDGET

This report shall provide a thorough evaluation of the case based on the information then available to FIRM, within 60 days of FIRM's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiffs allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of the COUNTY's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining FIRM's recommended case strategy, including FIRM's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

FIRM shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

ATTACHMENT C

CASE STATUS

REPORT

The *Case Status Report* is intended to update COUNTY on major case developments and to modify, when necessary, FIRM's defense budget or its recommendations regarding case strategy.

The COUNTY does not want to receive page-by page deposition or medical record summaries or lengthy analyses of the authorities FIRM is relying on in COUNTY's defense. Instead, a summary of the controlling facts and authorities is sufficient.

The report should indicate FIRM's charges to date and state whether its billings for its activities remain within the previously established defense budget.

The report should also state the FIRM's estimate of the COUNTY's exposure in the case and the likely dollar ranges for settlement and verdict.