

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and VAN DERMYDEN MADDUX LAW CORPORATION, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its investigative services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Thirty-Five Thousand Dollars (\$35,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Christian M. Curtis 3/12/21
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 1210

Line Item: 862189

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: A Hall

Date: 3/12/21

NAME AND ADDRESS OF CONTRACTOR:

Van Dermyden Maddux Law Corporation

2520 Venture Oaks Way, Suite 450

Sacramento, CA 95833

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

By: Christian M. Curtis
Deputy

Date: **03/12/2021**

INSURANCE REVIEW:

By: Christina J. Angelo
Risk Management

Date: **03/12/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: **03/12/2021**

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: _____



VAN DERMYDEN MADDUX
Investigations Law Firm

March 11, 2021

VIA ELECTRONIC MAIL: curtisc@mendocinocounty.org

Christian M. Curtis
County Counsel
County of Mendocino
501 Low Gap Road, Room 1030
Ukiah, California 95482

Re: Engagement Letter for Investigative Services

Dear Mr. Curtis:

This letter will confirm your request to engage Van Dermyden Maddux Law Corporation (the Firm) to provide investigative services for the County of Mendocino (Client). This Agreement will govern all services to be performed for this engagement.

Scope of Services. Client hires the Firm to perform legal services for Client in the form of an impartial investigation regarding employee complaints. The Firm will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to Client by its counsel. The Firm's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by the Client.

Term of Agreement. This agreement will be in effect from the date of execution of this Agreement until December 31, 2021, unless extended by mutual agreement by the Client and Firm.

Independence. As an independent contractor, the Firm has the right to determine the means, manner and findings related to the investigation. Client agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. Client understands and acknowledges that the Firm will exercise its independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this Agreement is not dependent on the Firm's making or failing to make any particular credibility determination, finding of fact, or conclusion.

Limited Scope Agreement. The scope of this attorney-client representation is limited. The Firm will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal

advice to the client by its counsel. The Firm will not render a legal determination whether there were violations of any law or statute. The Firm will not act as an advocate or provide advice to Client with respect to what employment actions, if any, should be taken as a result of the findings. The Firm will not represent Client in any legal action or proceeding. It is expressly agreed that Client will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. Client also agrees it will look to its regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the Firm's services.

Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

Cooperation. To perform our services effectively, the Firm requires the full cooperation and support of all representatives of the Client. You can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that you make personnel available to the extent required.

Fees and Costs. Client agrees to pay the Firm at the following rates:

Staff	Discounted Hourly Rates for Public Entities
Senior Partner	\$460
Partner / Of Counsel	\$385
Senior Associate	\$310
Associate	\$275
Law Clerk	\$185
Paralegal	\$140

Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, reviewing documents and performing any necessary research. The time charged will also include travel time and the time the Firm spends on telephone calls and emails relating to Client's matter, including calls and emails with the Client, witnesses, potential witnesses, or counsel representing any of the parties.

Costs. The Firm may incur various costs and expenses in performing services under this Agreement. Client agrees to pay for all costs and expenses, in addition to the hourly fee. Specifically, Client agrees to pay a 2% administrative charge calculated on the service fees billed. This fee covers costs and expenses incurred in our handling of the matter, such as postage, photocopies, parking fees, bridge or other road tolls, fax charges, telephone charges and other similar charges. This administrative fee does not include other out-of-pocket charges incurred by the Firm, such as messenger and other special delivery fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, Client will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. Client will be responsible for reimbursing Firm for the out-of-pocket expenses as actually incurred by the Firm, and all costs and expenses will be charged at the Firm's cost. The Firm will not charge for word processing or overtime expenses associated with administrative personnel.

Budget. The total services and expenses shall not exceed \$35,000 without prior written approval of Client.

Billing Statements. The Firm will send Client periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after sixty (60) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because this matter is of a sensitive nature and subject to the attorney-client privilege, we recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Outside Experts. Should the matter require expertise from any outside consultants, you will have an opportunity in advance to: (a) approve the rationale for retention of same; (b) approve the selection of same; and (c) approve the rates and anticipated fees relating to such services. As of the time of this engagement letter, the Firm has not identified the need to hire an outside consultant to assist in this investigation, although there may be a need for transcription services relating to the tape recordings, if any, of the witness interviews.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after the Firm has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, Client shall compensate the Firm at its then applicable rates for time expended, including all required preparation time. Client agrees to reimburse the Firm for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that the Firm incurs in preparing for such proceedings. Client shall also compensate the Firm at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which the Firm is entitled to indemnification pursuant to this Agreement, below. If costs and/or expenses, including the costs of legal

representation should reasonably be expected to exceed \$5,000, Client shall advance the funds to the Firm or the Firm's designee.

Indemnification. Client agrees to defend, indemnify and hold the Firm harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against the Firm by any investigation interviewee, Client employee or official, or anyone claiming through them. This right of indemnification shall not extend to any loss, liability, damage, or expense resulting from the Firm's actual negligence or other actual misconduct. Any right of defense or indemnification shall be undertaken by Client at its sole expense and under its control. In accordance with California Rule of Professional Conduct 1.8.8, this provision is not intended to apply to any potential professional malpractice action brought by Client against the Firm. The Firm agrees to defend, indemnify and hold the Client harmless for and against all other actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against the Client, other than those claims for which the Client is defending and indemnifying the Firm, as set forth above.

Discharge and Withdrawal. Clients may terminate the Firm's investigative services at any time effective upon delivery of written notice to the Firm. In this event, all unpaid charges will immediately become due and payable. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that: (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal; and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw.

No Warranty of Result. Although we believe that we can assist Client in reaching its goals, we cannot predict or represent that a particular result can be obtained. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

Entire Agreement. This letter represents our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or promises made before this time.

Severability. Should any provisions of this contract be declared to be invalid or unenforceable, the remainder of this contract shall remain in full force and effect.

Applicable Law. This Agreement shall be governed by the laws of the State of California. If it becomes necessary for either party to instigate litigation to enforce its rights under this agreement, such litigation shall be filed exclusively in the California state courts in the County in which the underlying matter is pending, or the United States District Court, and each of the parties waive any objection to venue or personal jurisdiction with respect to any suit under this agreement so filed. The prevailing party in any such litigation will be entitled to recover from the other party all costs it incurs in connection with the dispute, including reasonable attorney's fees. The parties agree that if any portion of this agreement is found to be unenforceable or invalid by a court of law, then all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.

Mr. Curtis
March 11, 2021
Page 5

To signify Client's agreement with the terms of this letter, please sign the original and retain it for your files. You should sign the enclosed copy and return it to us for our files. An individual authorized to execute this Agreement on behalf of Client, should sign, date and return a copy of this letter to the Firm, signifying agreement to these terms.

Thank you for this opportunity to provide investigative services.

Very truly yours,



Nikki Hall

I am authorized to sign this Agreement. I have read and understand the terms of this Agreement. I hereby confirm the engagement of Van Dermyden Maddux Law Corporation to provide investigative services in accordance with its terms.

County of Mendocino

Printed Name

Title

Signature

Date: _____, 2021