



**CLERE Inc.**

California Law Empowering Renewable Energy

CHRISTIANA DARLINGTON

ATTORNEY AT LAW

5622 BLACK WILLOW ST

ROCKLIN CA 95675-4433

CHRISTIANA@CLEREINC.NET

POS AGREEMENT #

18-159

## LEGAL SERVICES AGREEMENT

This Agreement dated as of November 13, 2018 ("Effective Date"), is made by and between the Mendocino Air Quality Management District, a county air pollution control district established pursuant to Division 26, Part 3, Chapter 2 of the Cal. Health and Safety Code ("District") and CLERE Inc., California Law Empowering Renewable Energy ("Attorney"), a California "s" Corporation.

### RECITALS

WHEREAS, pursuant to Health and Safety Code, Section 40701(f), the District may retain independent contractors to perform special services to or for the District; and

WHEREAS, Attorney specializes in advising local air pollution control districts, and has significant experience and recognized expertise in this area, and

WHEREAS, the District has determined that Attorney's assistance is needed in connection with the District at least through the end of this fiscal year 2018/19; and.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### AGREEMENT

1. **Definition of Services.** Attorney will provide legal assistance to the District based on her expertise in advising local air pollution control districts. Such services shall include advisement on contracts, enforcement, compliance, planning and other issues relating to air quality management. This Contract does not include litigation services.
2. **Compensation.** Compensation to Attorney for services shall be at the rates set forth in Exhibit A. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement. Compensation for services provided pursuant to the terms of this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00).
3. **Term.** The term of this Agreement shall commence upon November 13, 2018 and shall terminate on June 30, 2019.
4. **Standard of Care.** The District relies on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

11. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform the District.
12. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of District. Attorney is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
13. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and District and by way of execution of a written modification to this Agreement.
14. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.
15. Indemnification. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney in connection with the negligent performance or willful misconduct of Attorney hereunder, excluding liability due to the sole or active negligence or due to the willful misconduct of District. This indemnification is limited by the insurance provisions listed in Exhibit B.
16. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
17. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.
18. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the District with proof of payment of taxes on these earnings.



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

**MENDOCINO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT :**

Barbara A. Moed 10-30-18

Barbara A. Moed Date  
Air Pollution Control Officer

Budgeted: ☐ Yes ☒ No

Budget Unit: 0327

Line Item: 86-2183, Legal Services

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

CARMEL J. ANGELO, Chief Executive Officer

PLEASE SEE PAGE 6  
FOR THE MENDOCINO COUNTY  
BOARD OF SUPERVISORS SIGNATURES

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

Date 10/30/18

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Janette Ravn  
Deputy CEO

Date 10/30/18

**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: \_\_\_\_\_

**CLERE, INC.**

By: Christiana Darlington October 19, 2018  
Date

NAME AND ADDRESS OF CONTRACTOR:

Christiana Darlington, Attorney

5622 Black Willow St.

Rocklin CA 95677

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:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

Date 10/24/18

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

**PLEASE SEE PAGE 5  
FOR THE CONTRACTOR'S SIGNATURE**

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: Georgeanne Croskey  
DAN HAMBURG, Chair Georgeanne Croskey  
BOARD OF SUPERVISORS

Date: NOV 15 2018

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vantaguen  
Deputy NOV 15 2018

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: Karla Vantaguen  
Deputy NOV 15 2018

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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:

KATHARINE L. ELLIOTT,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
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: \_\_\_\_\_

## **EXHIBIT A**

### **PAYMENT TERMS**

1. The Attorney rate shall be \$222.00 an hour for fifteen (15) hours of work per month.
2. Any charges for work over 15 hours in a given month shall be \$200 an hour.
3. The hours of work are a “use it or lose it” policy on a month to month basis.
4. Compensation for services provided pursuant to the terms of this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00).

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 15 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.