

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Colantuono, Highsmith & Whatley, PC, 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 legal 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 herein.

The term of this Agreement shall be effective from May 1, 2021 through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Fifty Thousand Dollars (\$50,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Charlotte Scott 05/10/2021

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: _____

NAI Michael G. Colantuono ITRACTOR:

Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140

Grass Valley, CA 95945-5091

COUNTY OF MENDOCINO

By: _____

DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAY 27 2021

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:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Amara
Deputy

MAY 27 2021

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: _____

Amara
Deputy

MAY 27 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____

Brina Blanton
Deputy

Date: 05/10/2021

INSURANCE REVIEW:

By: _____

Carmel J. Angelo
Risk Management

05/10/2021

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____

Darcie Antle
Deputy CEO

05/10/2021

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: _____

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
Voice (530) 432-7357
Fax (530) 432-7356

COLANTUONO
HIGHSMITH
WHATLEY, PC

Michael G. Colantuono
(530) 432-7359
MColantuono@chwlaw.us

May 3, 2021

VIA ELECTRONIC MAIL

Christian Curtis, County Counsel
County of Mendocino
501 Low Gap Rad, Room 1030
Ukiah, CA 95482

Re: **Representation of County of Mendocino re Defense of *Borges et al. v. County of Mendocino, et al.*, Northern District of California Case No. 3:30-cv-04537-SI**

Dear Christian:

As you asked, I write to propose the terms under which we agree to represent the County of Mendocino ("you" or "County") in defense of this case. This will be our sole project for the County; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

County of Mendocino
Sue Anzilotti
John McCowen
Carre Brown
Georgianne Croskey
Mason Hemphill

Christian Curtis, County Counsel
County of Mendocino
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Adverse Parties:

Ann Marie Borges
Chris Gurr
Goose Head Valley Farms

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any Doe defendants that have been identified to date. Unless we hear from you to the contrary, we will assume the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter except as follows. As we have discussed, we represent the City of Ukiah in two matters now pending before Mendocino LAFCO — the proposed detachment from the Ukiah Valley Sanitation District of the area within the City and the proposed annexation of the area of the City to the Ukiah Valley Fire District. To our knowledge, the County has no interest in either of these proposals and there is no active adversity between the City and the County at this time. If such a conflict exists, the informed written consent of both the City and the County will be required for us to represent the two simultaneously, even if the adversity is in matters unrelated to our work. I expect the City to be open to such a consent should it be required. Please let me know if you conclude that a consent is required or if any adversity between the City and the County develops which will require us to revisit this issue.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Christian Curtis, County Counsel
County of Mendocino
May 3, 2021
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Our federal employer identification number is 75-3031545.

Pamela Graham and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2021 range between \$220 and \$525 per hour for attorneys' time, and between \$125 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates for this case at \$325 per hour, a significant discount from my and Pamela's rates. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year. However, we will not lift the \$325 per hour cap without first discussing with you our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar

fee arbitration will be submitted to binding arbitration in Sacramento to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

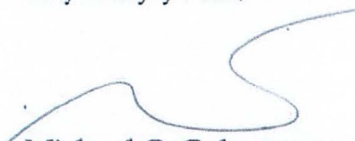
You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Christian Curtis, County Counsel
County of Mendocino
May 3, 2021
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Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

MGC:mgc

On behalf of County of Mendocino, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.



Signature

Date: MAY 25TH, 2021

By: MENDOCINO COUNTY BOARD OF SUPERVISORS

Title: CHAIR