

**LEGAL SERVICES AGREEMENT**

The Office of the Mendocino County Counsel (“Mendocino County Counsel”) and the Office of the Nevada County Counsel (“Nevada County Counsel”) enter into this agreement for legal services which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon Mendocino County Counsel’s request pursuant to Government Code sections 26520 and 27642.

1. Effective Date.

This Agreement shall be effective as of May 10, 2021, and shall continue through June 30, 2022.

2. Scope of Services.

Nevada County Counsel will provide legal services upon request of Mendocino County Counsel, such services may include, but are not limited to legal consulting services, legal research and advice, and other services as may be requested. Mendocino County Counsel is retaining Nevada County Counsel, not any particular attorney, and the attorney services to be provided to Mendocino County Counsel will not necessarily be performed by a particular attorney.

3. Compensation for Services.

In consideration for Nevada County Counsel’s performance, Mendocino County Counsel shall pay Nevada County Counsel the amount determined to be the hourly cost to Nevada County Counsel of providing such service which is determined every fiscal year when the County of Nevada adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, Mendocino County Counsel shall be billed for actual costs and reasonable expenses incurred by Nevada County Counsel in providing services requested by Mendocino County Counsel. The hourly rate for services of Nevada County Counsel for FY 20/21 is \$221.74. Total compensation (fees and costs) under this agreement shall not exceed Fifteen Thousand Dollars (\$15,000) without written amendment of this Agreement.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Nevada County Counsel spends on telephone calls relating to Mendocino County Counsel matters, including calls with Mendocino County Counsel and other parties and attorneys. The legal personnel assigned to Mendocino County Counsel matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Nevada County Counsel will charge for waiting time and for travel time, both local and out of

town. Payment shall be made by Mendocino County Counsel to Nevada County Counsel at the address specified in Section 11 within thirty (30) days of the invoice date. If such timely payment is not made, interest shall accrue at the prime rate.

5. Authorized Representative of Mendocino County.

The parties understand that Nevada County Counsel has been retained to represent the interests of Mendocino County as a whole. In order to facilitate Nevada County Counsel's representation, the Mendocino County Counsel, or his/her designee, is the authorized representative to direct Nevada County Counsel and to be the primary person to communicate with Nevada County Counsel regarding the subject matter of Nevada County Counsel's representation under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Nevada County Counsel and other representatives of Mendocino County.

6. Conflict of Interest.

No attorney shall be assigned to represent or advise Mendocino County Counsel on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide Mendocino County Counsel with substitute counsel.

7. Representational Conflicts.

Mendocino County Counsel understands that Nevada County Counsel serves as the legal advisor and representative for the County of Nevada. Nevada County Counsel also serves as the legal advisor for a number of other separate legal entities. From time to time, the interests of Mendocino County may potentially conflict with the interests of the County of Nevada or Other Public Entities, such as in a situation where Mendocino County Counsel and the County of Nevada both require assistance of Nevada County Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, Nevada County Counsel will take all steps necessary to safeguard the confidential information of Mendocino County in such situations. A copy of Nevada County Counsel's internal policy governing the management of conflicts of interest is available to Mendocino County Counsel upon request. Upon execution of this Agreement, Mendocino County Counsel agrees to execute the Waiver of Conflict attached as Exhibit A, so that Nevada County Counsel may continue to represent the County of Nevada, or Other Public Entities and Mendocino County Counsel in the absence of actual conflict. Further, should an actual conflict develop between Mendocino County Counsel and the County of Nevada or Other Public Entities, Mendocino County expressly waives its right to disqualify Nevada County Counsel from representing the County of Nevada or Other Public Entities in any matter involving Mendocino County Counsel.

8. Indemnification.

Mendocino County shall defend, indemnify and hold harmless Nevada County Counsel, and any of its officers, employees, consultants and agents and each of them, against any losses, claims, damages, obligations, liabilities, attachments, executions, demands, actions and/or proceedings

brought by a claimant who is not party to this Agreement, to which Nevada County Counsel may become subject as a result of: (i) errors contained in information furnished by Mendocino County Counsel or (ii) the rendering of any services by Nevada County Counsel. Nevada County Counsel may select and retain its own counsel in any action or claim subject to this indemnification. If Mendocino County fails or refuses to defend Nevada County Counsel, then Mendocino County shall reimburse Nevada County Counsel for all expenses and costs (including legal fees and costs) incurred by them in connection with investigating, preparing to defend, or defending any claim for which indemnification is owed.

9. Termination and Withdrawal.

This Agreement may be terminated by Mendocino County Counsel at any time by written thirty (30) day notice to Nevada County Counsel. Nevada County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Nevada County Counsel will retain all records in accordance with Nevada County Counsel's adopted records retention schedule.

10. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Nevada County Counsel and Mendocino County Counsel.

11. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For Mendocino County Counsel:  
Office of Mendocino County Counsel  
501 Low Gap Road, Room 1030  
Ukiah, CA 95482

For Nevada County Counsel:  
Office of the Nevada County Counsel  
950 Maidu Ave., Suite 240  
Nevada City, CA 95959

13. 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.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

15. Authority. The undersigned hereby represents and warrants that they have the authority to execute and deliver this Agreement.

16. Electronic Copies. The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

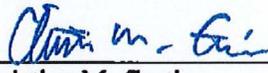
Dated: \_\_\_\_\_, 2021

Office of the Nevada County Counsel

By: See attached signature page  
Katharine L. Elliott  
County Counsel

Dated: June 9, 2021

Office of the Mendocino County Counsel

By:   
Christian M. Curtis,  
County Counsel

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

*Chris M. Fair* 6/9/21  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: 1210

Line Item: 862189

Grant:  Yes  No

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

**CONTRACTOR/COMPANY NAME**

By: *L. Elliott*

Date: 6/8/21

**NAME AND ADDRESS OF CONTRACTOR:**

Nevada County Counsel

950 Maidu Ave., Suite 240

Nevada City, CA 95959

**COUNTY OF MENDOCINO**

By: *Dan Gjerde*  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUN 23 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: *Amap*  
Deputy **JUN 23 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: *Amap*  
Deputy **JUN 23 2021**

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: *Charlotte Scott*  
Deputy

Date: ~~06/08/2021~~

**INSURANCE REVIEW:**

By: *Carmel J. Angelo*  
Risk Management

Date: 06/08/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Darcie Antle*  
Deputy CEO

Date: 06/08/2021

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: \_\_\_\_\_

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Nevada County Counsel ("Nevada County Counsel") serves as Nevada County's legal advisor and representative in all civil matters; and

WHEREAS, Nevada County Counsel also serves as the legal advisor for a number of other separate legal entities; and

WHEREAS, Nevada County Counsel may, upon request, represent local governmental entities that are distinct from County government; and

WHEREAS, from time to time, the interests of Mendocino County may potentially conflict with the interests of the County of Nevada or Other Public Entities; and

WHEREAS, Mendocino County Counsel acknowledges a potential conflict of interest may arise from the fact that the County of Nevada and/or Other Public Entities may have divergent interests from Mendocino County in transactions or other matters such as in a situation where Mendocino County and the County of Nevada both require assistance of Nevada County Counsel in negotiating a contract with each other on regulating water rights; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, Mendocino County Counsel wishes Nevada County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, Nevada County Counsel is requesting a waiver from Mendocino County Counsel.

NOW, THEREFORE, Mendocino County Counsel acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

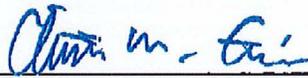
"The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters

the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County."

Mendocino County Counsel agrees to waive any potential conflicts of interest between Mendocino County and the County of Nevada and between Mendocino County and Other Public Entities.

Mendocino County Counsel further agrees to waive the right to disqualify the Nevada County Counsel from representing the County of Nevada or any Other Public Entity over any conflict between Mendocino County and the County of Nevada or between Mendocino County and any such Other Public Entities.

County of Mendocino

By:   
\_\_\_\_\_  
Christian M. Curtis  
County Counsel