

**Notice to Submitting Firms**

1. Qualification Submittals for the RFQ must be submitted electronically to Ryan Rhoades, Mendocino City Community Services District Superintendent at: [mccsd@mcn.org](mailto:mccsd@mcn.org) as a single PDF file. Submittals should include “MCCSD Legal Services Proposal” in the subject line. The total pages including cover letter but excluding resumes, must not exceed 15 pages. Direct and concise language is appreciated.
2. All qualification submittals must be received by 4:00 pm on March 18, 2024.
3. A “firm” or “firms” as referred to herein is defined as a law firm or solo practitioner.
4. Responding firms may submit qualifications for some or all of the legal services described. The cover letter must detail which services are proposed.
5. To receive updates or amendments to the RFQ, register your interest by email to [mccsd@mcn.org](mailto:mccsd@mcn.org) . Include “MCCSD Legal Services RFQ Interest” in the subject line.
6. If you have questions, contact [mccsd@mcn.org](mailto:mccsd@mcn.org) via email by March 11, 2024. Inquiries should be made to Superintendent, Ryan Rhoades or District Secretary, Katie Bates. Inquiries should not be made to any other individual, employee of MCCSD, or Board member of MCCSD. Responses to questions, comments and amendments will be sent by email to each respondent that has registered their interest.
7. It is the submitting firms’ sole responsibility to bear the full cost of preparation, ensure that their submittal meets all solicitation requirements, and is properly received by the date and time listed above. Late submissions will not be considered.
8. All qualification submittals shall become the sole property of MCCSD and are subject to public disclosure.
9. MCCSD reserves the right to modify any aspect of this RFQ by the issuance of amendment(s).
10. MCCSD reserves the right to reject any or all submittals and to select more than one firm to meet its legal needs.

## Section 1 – Introduction and Overview of Selection Process

### Overview of the Mendocino City Community Services District

The coastal community of Mendocino is an unincorporated area of Mendocino County, located 9.5 miles south of Fort Bragg and located on the Mendocino Headlands between Slaughterhouse Gulch and Big River

The Mendocino City Community Services District (MCCSD) provides the following municipal services: Wastewater collection and treatment, water, (which currently includes groundwater management and recycled water), and street lighting. To date, we have approximately 430 customers, 855 residents, and 2,500 daily visitors. Mendocino is characterized as a residential area with a tourist-based economy. While the District has the name Mendocino City CSD, the community is an unincorporated area.

The Board of Directors of the MCCSD consists of five (5) publicly elected members. Members of the Board are appointed to four-year terms with staggered elections every two years. Board officers are elected to serve a one-year term. Board committee assignments are evaluated annually and determined by the Board President. The MCCSD Board generally meets on the last Monday of every month at either 5:00 or 5:30 p.m.

The Mendocino City Community Services District (MCCSD) was formed on August 31, 1970, by Mendocino LAFCO Resolution 70-7 to provide a community wastewater system to collect and treat wastewater for properties within the District and the Russian Gulch State Park located outside the boundaries. There are three Mutual Water Companies within the District boundary that serve residential subdivisions and one located north of the District boundary.

### Background of Mendocino City Community Services District

The coastal community of Mendocino was founded in 1851. For 120 years, the community functioned on individual wells and septic systems. There are approximately 430 developed parcels within the one square mile District boundary operating from approximately 420 privately owned wells.

In 1971, a study by the Mendocino County Health Department found that most of the wells in the community were contaminated. Wastewater treatment was the first priority of the newly formed District. 86-percent of District voters approved general obligation bonds for the wastewater treatment plant. In 1975, four years after the District was formed, the waste water treatment plant became operational.

#### Groundwater Management History

In 1985, the electorate approved adding water powers to the District. The District attempted to find an adequate water source for the community for two years, but they could not locate a water source that was suitable both in quantity and quality. To this day, the community continues to rely on private wells for water supply.

In 1987, the State Legislature passed AB786 which established Water Code Section 10700 et seq. that authorized the District to establish programs for the management of groundwater resources within the

District and to function as a water replenishment district. Prior to enactment of this legislation, the Mendocino County Department of Health enforced the groundwater extraction provisions of the Mendocino Town Plan.

In 1990, the District adopted a Groundwater Management Plan/Groundwater Extraction Permit ordinance (Ord No 90-1) and entered into a memorandum of understanding with the County Board of Supervisors (BOS Agreement 90-113). The District assumed responsibility of groundwater management from Mendocino County.

The groundwater management authority provided by Water Code Section 10700 et seq. was considered an interim authority until the District could find a water source suitable for a community water system. Water Code Section 10717 provided that District authorization to manage groundwater is terminated upon implementation of a municipal water system supplying water to inhabitants within the boundaries of the District. Throughout the 1990's, the District continued its search for a water source. Due to the lack of an adequate water source, lack of funding, and a lack of political will, the District has not developed a municipal water system. Water was, and is, a controversial issue. Therefore, the need for groundwater extraction from the local aquifer to supply private wells continues to be necessary, and the District's Groundwater Management Plan which limits water extraction remains in effect.

The District has adopted multiple revisions of the Groundwater Management Program over the years. The 2007 revision included a provision that when the next Stage 4 Water Shortage Crisis was declared, Groundwater Extraction Permits and water meters would become mandatory for all developed property within the District.

In 2014 the State of California adopted the Sustainable Groundwater Management Act (SGMA). MCCSD is considered to be part of the Fort Bragg groundwater basin, which is a very low priority or de minimis basin. MCCSD is not required to participate in SGMA at this time. Almost all groundwater extractors within MCCSD extract less than 1785 gal/day or less than 2-acre feet of water per year. Consequently, if MCCSD did opt to participate in SGMA, the majority of property owners would be exempt from reporting their groundwater extraction, making it very difficult to effectively manage the limited groundwater within the District.

Also in 2014, MCCSD declared that a Stage 4 Water Shortage Crisis existed, which triggered mandatory ground water extraction permits (GWEP) and water metering on all developed property. There was some resistance to the new mandate, but the majority of property owners complied. It took about two years to get the 40 hold out (less than 10%) property owners to comply. In the end, two property owners remained non-compliant. One of the property owners filed legal action against the District (Gomes v MCCSD 1), challenging the District's authority to manage groundwater. The Mendocino County Superior Court sided with the District and upheld the Groundwater Management Program in 2017.

The Plaintiff (Mr. Gomes) appealed the ruling and in 2019 the Court of Appeals reversed the decision, declaring Groundwater Extraction Permit Ordinance 07-1 invalid because MCCSD adopted that version of the GWEP Ordinance after only held one public hearing instead of the two hearings required under State Water Code section 10700 et seq. The District then began the process to re-adopt the groundwater management program in accordance with Water Code Section 10700 et seq. In May of 2020, MCCSD re-adopted a GWMP with fewer than 10% (43 votes) of voters objecting.

The Plaintiff (Mr. Gomes) quickly filed another similar suit against MCCSD, and additionally tried to challenge LAFCO's authority to confirm MCCSD's active water powers. The plaintiff then agreed to a tolling agreement with the District while he and some colleagues ran for election to the MCCSD Board. MCCSD had 4 of 5 Board seats up for election in November of 2020. Gomes and his colleagues lost the election and resumed the litigation. In March of 2023, the Mendocino County Superior Court again sided with the District, and upheld the newly adopted groundwater management program. The decision has again been appealed by the plaintiff and we are awaiting a ruling.

The drought of 2020-21 garnered MCCSD international media attention as wells ran dry and the neighboring water district stopped outside sales. Concerns around climate change and an influx of new property owners has rejuvenated discussions around a possible community water system. In 2021 the MCCSD applied for technical assistance from the State Water Resources Control Board, Safe and Affordable Funding for Equity and Resilience (SAFER) program. SAFER assigned GHD Engineering as a technical assistance provider to MCCSD in 2023. SAFER tends to strive for public water system consolidation. There may be two dozen small public water systems within MCCSD. The goal of the technical assistance request is to work on a current water system feasibility study. The first phase is to determine if a sufficient water source exists, determine the boundaries of the project/service area, and engage the community to see if there is support. This will help the State to determine if a possible project exists. Phase two would look at design and costs of a possible community water system, and have a larger community outreach portion.

### **Background on desired legal expertise**

MCCSD is seeking the services of a firm to provide high quality, efficient regulatory, transactional, and litigation legal services in various areas of law related to public agencies, groundwater management, and wastewater management.

MCCSD has several recurring legal tasks relating to common operations of the District, including Public Agency Law and Water Law. Legal services related to Public Agency law includes specialization in at least the following areas:

- Brown Act,
- Public Records Act,
- Public contract law, including public works bidding
- Public agency ordinances, resolutions, policies, and procedures,
- Public agency assessment and fee setting (Prop 218)
- Conflict of interest and ethics
- Risk avoidance including claims processing and management
- Grant management and compliance

- Human resources practices including employment contracts, Public Employees' Pension Reform Act (PEPRA), Occupational Safety and Health Administration (OSHA) and Cal OSHA safety requirements (such as Injury Illness and Prevention Plans), employee training requirements (such as AB1234 and others)
- Environmental law including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)

In addition, MCCSD's need for legal expertise will extend to water law, including:

- Groundwater law and the Sustainable Groundwater Management Act (SGMA), including a thorough understanding and knowledge of the California Department of Water Resources' role in groundwater management, implementation, administration and enforcement
- Water rights
- Groundwater banking
- Use of reclaimed and recycled water
- Wastewater treatment and discharge compliance

The above listing of legal services requested is not exhaustive. Other specialty legal services may be required from time to time, including non-recurring tasks where MCCSD may require retention of special counsel. If special counsel is retained, the selected general counsel firm will be required to coordinate and consult with third-party special counsel as needed.

#### **How the Selected Firm Will Be Utilized**

The selected firm(s) will execute a General Legal Services Agreement (Attachment A). It is expected that a scope and budget will be issued for each fiscal year identifying hourly billing rates and expected level of services for that year.

It is expected that there will be common recurring general counsel services needed such as reviewing public meeting agendas and background materials, attendance at regular and special Board meetings, attendance at certain standing committee meetings, review of contracts and other legal documents, legal research and advice, and other general counsel duties as needed. Such work will be performed on an hourly basis or on a standard monthly retainer fee as negotiated with the successful firm.

Occasionally, special tasks or projects, such as engagement with regulatory agencies or litigation, may arise requiring additional legal support from the selected firm. When these specialty projects or tasks arise, MCCSD will issue a request for scope of work, budget and schedule from the selected firm. Legal work on specialty tasks or projects will not proceed until MCCSD has approved. A separate task order will be issued documenting the agreed scope, budget, payment terms (fixed fee or hourly) and schedule.

Detailed invoicing shall be provided to MCCSD for both general counsel and special projects which itemizes services provided by task and hours of services provided.

All services shall be directed by the MCCSD Superintendent or their designated representative. All services provided will be performed to the highest legal, ethical, and professional standards.

Should a respondent to this request for qualifications require any special terms and conditions included in a contract for legal services that is not included in Attachment A, such terms must be clearly identified with the submission. See additional information below. MCCSD will consider any requested special terms and conditions in their evaluation.

## Selection Criteria

The criteria for evaluation and consideration of firms to be invited to interviews shall be based on, but not limited to the following:

1. Qualifications and experience of the firm with regard to procedural, regulatory, transactional and litigation matters, and particularly the specific individuals proposed as lead counsel and other key staff. Lead counsel will have a minimum of Ten (10) years demonstrated experience in public agency representation. Other principal staff to be assigned shall have demonstrated experience in the specific areas of law to be assigned. Available time commitments for lead counsel and principal assigned staff will be identified in the submittal.
2. References. Provide a minimum of five (5) public agency references with attention to references for lead counsel and other principal staff to be assigned.
3. Location of key staff. MCCSD currently holds all Public meetings in person only. The Board and Staff are comfortable meeting with counsel in closed session via teleconference or by phone when appropriate. There are occasions when counsel is requested to participate in person for a public meeting or hearing. Lead counsel and principal staff located in offices local to MCCSD is preferred, but not mandatory. No applicant will be disqualified, so long as the firm has an office within the State of California.
4. Rate and payment terms.
5. Quality and completeness of the submittal so that all information requested is presented in a clear and concise manner.
6. Absence of, or suitable plan for mitigation of, potential conflicts of interest

The highest-ranking firm(s) may be invited to further demonstrate their qualifications during a formal interview, the format of which will be determined by MCCSD.

## Evaluation and Selection Process

**Qualification review:** MCCSD will review and evaluate each submittal to determine how well it meets the requirements for the services defined herein. MCCSD reserves the right to select firm(s) which, in MCCSD's sole discretion, will best meet the needs of the organization. MCCSD may elect to reject any or all submittals.

**Selection process:** Based on MCCSD's evaluation of qualifications received, a short list of firms deemed most suitable will be prepared. Formal interviews may be conducted of the top-ranked firms at MCCSD discretion. Following the results of reference checking and formal interviews (if needed), a ranking of firms will be prepared in advance of contract negotiations. If negotiations are unsuccessful with the highest ranked firm(s), the next ranked firm(s) will be invited to negotiate. Formal approval of the final selection will be made by a majority vote of the MCCSD Board of Directors, which will make an award as it deems necessary regardless of assigned ranking.

**Section 2 – Submittal Requirements**

1. The submittal should emphasize responding to the requirements set forth herein. Firms must demonstrate their capabilities, background, expertise and experience to allow an effective evaluation of the firm(s) that will provide the best value to MCCSD. The submittal of qualifications should include, at a minimum, the following information:
  - a) Cover letter, including a certification that the submittal complies with all requirements of the RFQ.
  - b) Executive Summary, including a brief summary of the firm's origin, ownership, size, areas of expertise, and home office locations for key staff with proximity to MCCSD offices and operations. The executive summary should identify if there are legal services requested that will not be performed by the respondent firm.
  - c) Statement of Qualifications (Firm qualifications, with a focus on assigned personnel). Include a discussion of the key personnel's recent experience directly related to providing the procedural, regulatory, transactional and litigation legal services requested, including the number of years of such experience.
2. Additional information required. Tabular format is preferred wherever appropriate.
  - a) References. Provide a minimum of five public agency, or special district clients for which comparable services have been performed. Provide the name, mailing address, email address, and telephone number for each client's principal representative with the closest knowledge of the firm's performance. Include the dates of the engagement and indicate if it is on-going. Provide a brief, summary overview of the types of services provided to each reference.
  - b) Provide a list of current public agency or private clients that may directly or indirectly affect the performance of work or create the appearance of a conflict of interest with the anticipated assignment as counsel for MCCSD. Describe the nature of the conflict/potential conflict. At a minimum, relationships with any of the following must be identified.
    - The County of Mendocino and any departments or committees therein
    - Any outside organizations represented by one or more of the MCCSD Board of Directors
  - c) For any identified potential conflicts, describe the firm's internal controls and procedures, as well as a specific plan to mitigate each potential conflict
  - d) List any subconsultants proposed including a description of the business relationship between the prime proposer and subconsultant, and a list of the types of legal services each would provide.
  - e) Fee Schedule. Provide a listing of hourly rates for all staff categories that may engage. Specifically identify by name the proposed hourly rate for all key staff. Rates for any



subconsultants must be included together with disclosure of any markup of subconsultant fees or reimbursable expenses incurred, including travel. The fee schedule proposed should be valid for the first 18 months of any contract, assuming up to 120 days from qualifications submission to contract execution.

- f) Provide the following business information:
- i. Length of time the firm has been in business
  - ii. Length of time at the local business address
  - iii. List the type and number of any business licenses
  - iv. Names and titles of all officers or the firm
  - v. Any other names under which the firm has conducted business
  - vi. If a sole proprietorship, the name of the sole proprietor
  - vii. If the firm is incorporated, the type of corporation and the jurisdiction where incorporated
  - viii. Provide the appropriate federal tax ID number
  - ix. Provide the name and remittance address for any invoices
  - x. Provide the location of the offices from which key staff are assigned
3. A standard legal services agreement is attached (Attachment A). If there are exceptions, additions, or deletions to the contractual terms in Attachment A, or to any RFQ requirements, provide specific details, including suggested language that would make the documents acceptable. If there are no exceptions taken, note in writing that there are none. This information will be considered in the selection process.

#### **Additional Pre-Contract Requirements**

MCCSD may make any such investigations it deems necessary or prudent to determine the ability of respondents to provide the services requested. Following review of initial submittals, additional information may be requested to better evaluate proposing firms, and the firms will provide MCCSD all such requested information as is commercially reasonable. MCCSD reserves the right to reject any or all submittals and may negotiate with one or more firms prior to providing a recommendation to the MCCSD Board for award. The final scope of services for inclusion in any resulting contract will be negotiated between MCCSD and the selected firm(s). It is expected that the selected firm will fully participate in the scope negotiations prior to contract execution without compensation.

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**LEGAL SERVICES AGREEMENT TEMPLATE (Attachment A)**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2024, by and between the Mendocino City Community Services District ("MCCSD"), and \_\_\_\_\_, a professional corporation.

**FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

- 1) **Retention.** MCCSD hereby retains \_\_\_\_\_ to perform the legal services described in Paragraph 2 below, and \_\_\_\_\_ hereby accepts such retention and agrees to perform such services under the terms and conditions set forth herein.
- 2) **Services.** \_\_\_\_\_ shall provide legal advice and consultation relating to representation of the MCCSD and as set forth below.
  - a) Furnish professional services in the amount necessary to complete promptly and effectively work assigned under this Agreement. \_\_\_\_\_ shall not commence services under this Agreement until provided with the direction to do so by the Superintendent or his designee.
  - b) \_(Firm)\_\_\_\_\_ is specifically providing the services of \_\_\_(specifically identified assigned attorney)\_\_\_\_\_ for primary representation responsibility under this Agreement. \_(Firm)\_\_\_\_\_ will not substitute primary representation responsibility in providing the services described herein without the express written agreement of the Superintendent or his designee.
  - c) \_\_\_\_\_ will provide MCCSD with copies of all correspondence with persons and agencies related to this Agreement.
  - d) For purposes of this Agreement, an attorney-client relationship is created between \_\_\_\_\_ and MCCSD and \_\_\_\_\_ is expected to manage this attorney-client relationship appropriately, including a complete conflict check and continuous written communication of any actual, apparent or potential conflicts with respect to this relationship.
  - e) The services performed by \_\_\_\_\_ under this Agreement shall be under the general supervision and direction of the Superintendent of MCCSD or his designee, and \_\_\_\_\_ shall not accept direction from any other MCCSD official.
  - f) \_\_\_\_\_ shall provide MCCSD reports related to services under this Agreement in reasonable intervals as so requested.
  - g) It is understood that MCCSD, acting through its designees, shall make all policy decisions concerning the performance of services of \_\_\_\_\_.

- h) \_\_\_\_\_ shall attend all regular and special Board meetings and make such appearances as the Superintendent or MCCSD Board determines are necessary or appropriate during the term of this Agreement.
- i) \_\_\_\_\_ shall not institute any administrative proceeding, arbitration or litigation unless directed to do so by the MCCSD Board or the Superintendent or his designee.
- j) \_\_\_\_\_ shall not compromise or settle any claim, protest or dispute against the MCCSD without the prior consent of the Board of MCCSD.
- 3) **Term.** The term of this Agreement shall commence on \_\_\_\_\_, 2024, and continue until such time as the Agreement is terminated pursuant to Section 12 hereof.
- 4) **Compensation.** Subject to the provisions of subsections (a)-(b) below, MCCSD shall pay compensation to \_\_\_\_\_ for the services rendered hereunder as follows:
- a) All services to be performed by \_\_\_\_\_ pursuant to this Agreement shall be performed by \_\_\_\_\_ at hourly rates be for attorneys' time for advisory services, for attorneys' time for litigation services, and for the time of paralegals and legal assistants as identified in the applicant required rate sheet attached hereto as Attachment 1. Any change in this rate range must be approved in writing by the MCCSD Board before being applied. MCCSD shall not be responsible for the cost of services provided by any other individuals unless such services and the rate of compensation are approved in advance and in writing by the MCCSD Board. Compensation under this Agreement shall be limited to no more than \$XX,XXX per fiscal year. \_\_\_\_\_ shall advise the Superintendent, in writing, when expenditures have reached 70% of the total contract amount.
- b) MCCSD shall not be charged for secretarial or other support services.
- 5) **Expenses.** MCCSD shall pay \_\_\_\_\_ for its incidental expenses incurred in connection with this Agreement as follows:
- a) Reasonable and necessary actual out-of-pocket expenses incurred in the course of rendering such services, consisting only of costs of toll, document binding, filing fees, travel (only between locations specifically pre-approved by MCCSD and at published coach air fares or IRS standard mileage rates), and cost of commercial printing. \_\_\_\_\_ shall use cost effective means in incurring any permitted reimbursable cost. No markup or surcharge shall be added. Any single out-of-pocket expenditure in excess of \$300, including travel, is subject to the prior written approval of the Superintendent.
- b) MCCSD shall not be obligated to pay any of the following: full hourly rates for travel time, except for actual time working; all other travel time shall be paid at a fifty percent (50%) discount of the traveler's standard hourly fee; lodging unless approved; auto

rental fees; cab or other transportation fare from the office to home; meals for working overtime; secretarial overtime; or costs for transmitting documents by email.

- c) MCCSD shall have no liability for any other charges or expenses unless approved in writing by the Superintendent prior to being incurred.
- 6) **Claims for Services.** \_\_\_\_\_ shall file with the MCCSD claims for services rendered during the term of this Agreement not later than the tenth (10th) day following the end of each calendar month. The claims shall identify the number of hours of services for which compensation is claimed, the individual(s) providing such services, the services provided and all incurred costs and expenses for which reimbursement is being claimed. Each such monthly statement shall include a cumulative total of all services and cost charges billed under this Agreement. MCCSD shall pay such claims not later than thirty (30) calendar days following the date of receipt if approved. No claim shall be paid without approval of the MCCSD Superintendent, in its sole discretion. MCCSD may request additional information or clarification to support the claim of \_\_\_\_\_ from \_\_\_\_\_ who will promptly provide the requested information.
- 7) **Independent Contractor.**
- a) All services delivered by \_\_\_\_\_ under this Agreement shall be provided under the coordination with MCCSD. It is understood and agreed that \_\_\_\_\_ is an independent contractor and that no relationship of employer-employee exists between MCCSD and \_\_\_\_\_ hereto.
- b) It is further understood and agreed by the parties hereto that \_\_\_\_\_ in the performance of its obligations hereunder is subject to the control or direction of MCCSD through the Superintendent of MCCSD merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. No permitted or required approval by MCCSD of personnel, costs, documents or services of \_\_\_\_\_ shall be construed as making MCCSD responsible for the manner in which \_\_\_\_\_ performs services or for any acts, errors or omissions of \_\_\_\_\_. Such approvals are intended only to give MCCSD the right to satisfy itself with the cost and status of work performed by \_\_\_\_\_.
- c) If, in the performance of this Agreement, any third persons are employed by \_\_\_\_\_, such persons shall be entirely and exclusively under the direction, supervision and control of \_\_\_\_\_. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by \_\_\_\_\_, and MCCSD shall have no right or authority over such person or the terms of such employment.
- d) It is further understood and agreed that \_\_\_\_\_ shall issue W-2, or with respect to partners Schedule K-1, Forms for income and employment tax purposes for all of

\_\_\_\_\_ 's assigned personnel under the terms and conditions of this Agreement.

- 8) **Insurance.** \_\_\_\_\_ shall maintain in force at all times during the term of this Agreement, and any extensions or modifications thereto, insurance covering its operations as set forth in Exhibit "A." It is understood and agreed that MCCSD shall not pay any sum to \_\_\_\_\_ under this Agreement unless and until MCCSD is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.
- 9) **Assignment and Subcontracting.** No performance to be rendered or payment due under this Agreement may be assigned or transferred, and \_\_\_\_\_ shall not subcontract any work hereunder, without the prior written approval of the Superintendent of MCCSD.
- 10) **Audit of \_\_\_\_\_ Records.**
- a) \_\_\_\_\_ shall retain all records, including but not limited to, documents, reports, books, papers and accounting records which pertain to any work or transactions under this Agreement for a period of four (4) years after expiration of this Agreement. MCCSD, or any duly authorized representative of MCCSD, shall, with reasonable notice, have access to and the right to examine, audit and copy such records. MCCSD agrees that \_\_\_\_\_ may, in their discretion, maintain all or part of the client file in electronic format, using secure cloud storage services.
- b) \_\_\_\_\_ shall reimburse MCCSD for any overpayment determined to have been made as a result of an audit of \_\_\_\_\_ 's records not later than ten days following the date of service of written notice to \_\_\_\_\_ of the amount of the overpayment.
- 11) **Termination.** This Agreement and the attorney-client relationship between \_\_\_\_\_ and MCCSD may be terminated in whole or in part by MCCSD at any time upon written notice to \_\_\_\_\_. Upon termination of this Agreement, MCCSD will pay \_\_\_\_\_ the fees, costs and expenses due under Sections 4 and 5, as of the effective date of termination, in no case exceeding the limitation set forth in paragraph 4. In the event of such termination, \_\_\_\_\_ shall transmit to MCCSD all records, materials, work product and other matters developed or collected pursuant to this Agreement.
- 12) **Governing Law; Venue.** All claims, counterclaims, disputes and other matters in question between the MCCSD and \_\_\_\_\_ arising out of or relating to this Agreement or breach thereof will be decided under the laws of the State of California or any other dispute resolution methods agreeable to both parties. California law shall govern the interpretation of this Agreement. Venue for any action related to this Agreement shall be in the Mendocino County Superior Court.
- 13) **Compliance with Laws.** \_\_\_\_\_ shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

- 14) **Licenses and Permits.** \_\_\_\_\_ shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mendocino and all other appropriate governmental agencies, including any certification and credentials required by MCCSD. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by MCCSD.
- 15) **Conflict of Interest.** \_\_\_\_\_ and \_\_\_\_\_'s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
- 16) **Use of Funds.** It is understood and agreed that no funds provided by MCCSD pursuant to this Agreement shall be used by \_\_\_\_\_ for any political activity or political contribution.
- 17) **Nondiscrimination in Employment, Services, Benefits and Facilities.**
- a) \_\_\_\_\_ agrees and assures MCCSD that \_\_\_\_\_ and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of MCCSD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. \_\_\_\_\_ shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of MCCSD employees and agents, and recipients of services are free from such discrimination and harassment.
  - b) \_\_\_\_\_ represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
  - c) \_\_\_\_\_ agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
  - d) \_\_\_\_\_ shall include this nondiscrimination provision in all subcontracts related to this Agreement.

- 18) **Indemnification.** For professional services provided under this Agreement, and to the fullest extent permitted by law, \_\_\_\_\_ shall indemnify, defend, and hold harmless MCCSD and the MCCSD Board of Directors respectively, and their officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by \_\_\_\_\_ or \_\_\_\_\_' s subconsultants or subcontractors at any tier. Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.
- 19) **Time.** Time is of the essence of this Agreement.
- 20) **Interpretation.** This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
- 21) **Reports.** \_\_\_\_\_ shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by MCCSD concerning \_\_\_\_\_' s activities as they affect the contract duties and purposes herein. MCCSD shall explain procedures for reporting the required information.
- 22) **Prior Agreements.** This Agreement constitutes the entire contract between MCCSD and \_\_\_\_\_ regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between MCCSD and/or the County of Mendocino and \_\_\_\_\_ regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
- 23) **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.
- 24) **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by written agreements executed by both parties.
- 25) **Entire Agreement.** This instrument and Exhibit "A" attached hereto constitute the entire Agreement between MCCSD and \_\_\_\_\_ concerning the subject matter hereof.



26) **Notices.** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid and addressed as follows, or by e-mail, with proof of transmission, to:

Mendocino City Community Services District  
Attn: Ryan Rhoades  
PO Box 1029  
Mendocino, CA 95460

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first written above.

Dated: \_\_\_\_\_

Mendocino City Community Services District

By: \_\_\_\_\_  
Ryan Rhoades, District Superintendent