

LEGAL SERVICES AGREEMENT

The Mendocino County Employees' Retirement Association ("MCERA") and the City of Santa Rosa, through its Office of the City Attorney ("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 MCERA's request.

1. Effective Date.

This Agreement shall be effective upon its signature by both parties, and shall continue in effect until terminated as specified in Section 9.

2. Scope of Services.

Counsel will provide legal services upon request of MCERA, such services to include attendance at Board Meetings, legal research and advice and preparation of legal documents such as contracts. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or governmental agency hearings.

3. Compensation for Services.

In consideration for Counsel's performance, MCERA shall pay Counsel an hourly rate for services of \$275 per hour. In addition, MCERA shall be billed for actual costs and reasonable expenses incurred by Counsel in providing services requested by MCERA.

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 Counsel spends on telephone calls relating to MCERA matters, including calls with MCERA and other parties and attorneys. The legal personnel assigned to MCERA 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. Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by MCERA to Counsel at the address specified in Section 11 within thirty (30) days of the invoice date.

5. Authorized Representative of MCERA.

The parties understand that Counsel has been retained to represent the interests of MCERA as a whole. In order to facilitate Counsel's representation of MCERA, MCERA designates the Executive Director, currently James Wilbanks, Ph.D., as the authorized representative to direct Counsel and to be the primary person to communicate with Counsel regarding the subject matter of Counsel's representation of MCERA 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 Counsel and other representatives of MCERA. Should MCERA desire to change the designated authorized representative, MCERA shall provide Counsel with a MCERA resolution that designates the name of the individual who shall act as the replacement authorized representative.

6. Responsibility of MCERA.

MCERA will be truthful and cooperative with Counsel and keep Counsel reasonably informed of developments and of MCERA's address and telephone number.

7. Conflict of Interest.

No attorney shall be assigned to represent or advise MCERA 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 MCERA with substitute counsel.

8. Indemnification

MCERA shall defend, indemnify and hold harmless the City, 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 the City may become subject as a result of: (i) errors contained in information furnished by the MCERA or (ii) the rendering of any services by the City. The City may select and retain its own counsel in any action or claim subject to this indemnification. If MCERA fails or refuses to defend the City, then MCERA shall reimburse the City 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 MCERA at any time by written notice to Counsel. Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Counsel will retain all records in accordance with 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 Counsel and MCERA.

11. Notices.

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

For MCERA:
James Wilbanks, Ph.D.
Executive Director
625 – B Kings Court
Ukiah, CA 95482

For Counsel:
Santa Rosa City Attorney
100 Santa Rosa Avenue, Room 8
Santa Rosa, CA 95404

12. 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.

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

COUNSEL: Santa Rosa City Attorney

By: _____
Sue Gallagher
City Attorney

Date: _____

MCERA:

By: _____
James Wilbanks, Ph.D.
Executive Director

Date: _____

