

COUNTY OF MENDOCINO
HUMAN RESOURCES

501 LOW GAP ROAD, ROOM 1326 ♦ UKIAH, CA 95482 ♦ (707) 234-6600

REQUEST FOR QUALIFICATIONS (RFQ)

COUNTY COUNSEL SERVICES

RFQ No.	021-26
RFP Issue Date:	April 27, 2026
RFQ Submission Deadline:	May 29, 2026
Issued by:	Human Resources

REQUEST FOR QUALIFICATIONS

COUNTY COUNSEL SERVICES

COUNTY OF MENDOCINO

RFQ No.	021-26
RFQ Issue Date:	April 27, 2026
RFQ Submission Deadline:	May 29, 2026 – 3:00 p.m.

INTRODUCTION

The County of Mendocino, a political subdivision of the State of California, is soliciting Letters of Qualifications (hereinafter ‘Letters’) from attorney(s) or law firm(s), licensed to practice in the state of California and Federal Courts, to provide County Counsel Services to the Board of Supervisors, Elected and Appointed Officials, and County Department Heads.

Mendocino County lies along the northern coast of California, and is noted for its distinctive Pacific Ocean coastline, which stretches from Piercy on its northern border to the small seaside town of Gualala on its southern border. With an area of 3,878 square miles, Mendocino County encompasses 3,506 square miles of land and 372 square miles of water. The County is located about 100 miles north of San Francisco. Mendocino County borders six other California counties: Humboldt and Trinity to the north, Tehama, Glenn, and Lake to the East, and Sonoma to the south. Mendocino County has four incorporated cities: Ukiah, Willits, Fort Bragg, and Point Arena. The City of Ukiah serves as the County seat and is the County’s largest incorporated city. Roughly 68% of the population of Mendocino County live in unincorporated areas. According to the United States Census Bureau’s Population Estimates as of July 1, 2023, Mendocino County’s population was 89,108.

The need for legal services is approximately 128-160 hours per month, or approximately 32-40 hours per week, emphasizing certain weekdays such as Monday, Tuesday, and Wednesday, but subject to mutual understandings to be defined in the contract and negotiated with the County.

The County Counsel attends all Board of Supervisor meetings, with the regular monthly meetings occurring on the first and third Tuesday of each month. County Counsel attends other meetings as necessary for public entity representation and defense. Additionally, it is expected that County Counsel will be available to meet with Department Heads as requested. In brief, County Counsel is appointed to assist the County with civil law, whereas the District Attorney is elected to prosecute criminal law.

PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed at:

Cherie Johnson
 Director of Human Resources
 707-234-6600, fax 707-468-3407
 email johnsonc@mendocinocounty.gov

Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the evaluation process. Failure to comply with this requirement may disqualify those letters of qualifications from further consideration. Contact is limited to the Mendocino County RFQ Representatives for technical and procedural inquiries.

SCHEDULED ACTIVITY

Request for Qualifications (RFQ) Issued	April 27, 2026
Inquiry Deadline	May 8, 2026 5:00 PM
Letters of Qualifications Submission Deadline	May 29, 2026 3:00 PM
Selection and Notification	June – July 2026
Approximate Start Date	July 2026

SCOPE OF SERVICES

The County is accepting Letters of Qualifications to retain by contract qualified attorney(s) or law firm for the provision of needed legal services.

The attorney(s) or law firm will receive general direction from the Mendocino County Board of Supervisors. The selected attorney(s) or law firm will be expected to perform all services described below:

- A. Serves as legal advisor to the Board of Supervisors, county officers, county departments, their employees, boards and dependent special districts on their respective powers, duties, functions and obligations.
- B. Attend all Board of Supervisor’s meetings, or assign designee.
- C. Acts as attorney for the county, county agencies, county officers and county employees in civil actions instituted or brought against these entities or person when acting as or on behalf of the County.
- D. Studies, interprets and applies statutes, ordinances, court decisions and legal opinions in the preparation of opinions, pleadings and briefs.
- E. Makes recommendations to the Board of Supervisors and County staff concerning the advisability to prosecute, compromise or dismiss civil litigation.

- F. Appears before courts and at administrative proceedings to represent the County's interests as required. Prosecutes for civil remedies to enforce County ordinances, abate public nuisances, recover for damages to County property and condemn property for public purposes or other matters.
- G. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- H. Directs, oversees and participates in the development of the department's work plan, assigns work activities, projects and programs, monitors workflow, reviews and evaluates work projects, methods and practices.
- I. Coordinates department activities with those of other departments and outside agencies and organizations.
- J. Prepares and submits reports and necessary correspondence as required.
- K. Attends and participates in professional groups and committees.
- L. Research, prepare or review of all written opinions, ordinances, resolutions, agreements, leases, deeds, contracts, and other documents of a legal nature necessary or requested by the Board of Supervisors.
- M. Represents the County in the administration of all claims and litigation filed by or against it; provided, however, special counsel may be retained to defend or prosecute actions requiring special expertise, further provided, that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
- N. Renders advice and assistance in the administration of the County's general liability risk management and insurance programs.
- O. Monitors activities of any special counsel retained by the County.
- P. Attends all staff meetings or committee meetings deemed necessary and appropriate, or as requested by the Board of Supervisors.
- Q. Provides conflict of interest to the County and staff in seeking advice from the Fair Political Practices Commission.
- R. Provides guidance concerning requirements of the Brown Act, Conflict of Interest, the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law.
- S. Responds to all Public Records Act requests.
- T. Represents and/or advises the County in litigation not covered by the County's self-insured risk pool (which provides coverage for tort claims and worker's compensation claims) or otherwise being handled by outside counsel.

- U. Prepares an impartial analysis of county ballot measures showing the effect of the measure on the existing law and operation of the measure.
- V. Serves as a legal advisor to the Grand Jury with respect to civil matters.
- W. To discharge all duties vested by law in the District Attorney of the County other than those of a public prosecutor.
- X. Works with and supervises the department including numerous Deputy County Counsels, Legal Secretaries, and administrative staff.

The services provided by County Counsel shall be governed in accordance with all the laws of the State of California including but not limited to the special legal mandates described below:

Government Code Sections 27642, 27645, 27647, 26520, 26520.5, 26523, 26524, 26525, 26526, 26528, 26528.5, 26529

Welfare and Institutions Code 318.5

Elections Code 9313

Penal Code Section 934

MINIMUM QUALIFICATIONS

In order to qualify for interview and selection, the **attorney(s) or law firm(s)** must meet the following minimum requirements:

- A. Have substantial experience in a broad range of County proceedings and the expertise necessary to meet all or most of the day-to-day specialized needs of the County. Letters should identify the member of the firm who will be assigned to act as the County Counsel and identify the qualifications, areas of expertise and prior experience of that individual.
- B. Be able and agree to execute and meet the terms and conditions of the attached standard County of Mendocino Agreement for Consulting Services (see Attachment A).
- C. Be able to demonstrate financial stability.
- D. The selected Firm must comply with all applicable state and federal regulations regarding equal opportunity employment.

LETTER OF QUALIFICATIONS REQUIREMENTS

Letters shall be complete and address each of the following sections. The letter must be computer printed on 8.5" x 11" paper with each answer or description in the order given below. Submittals should be sent electronically and as a hard copy.

- A. **Cover Letter of Interest** – signed by an authorized representative committing to provide the legal services described above.
- B. **Organization Chart** – Provide an organization chart of the proposed team. The chart should show the organizational structure of the team and the scope of services provided by each team member.
- C. **Firm Description** – Provide a complete description including firm history and organization, as well as firms current workload. If the firm has more than one office, provide a general description of the firm overall with detailed information about the specific office assigned to this project.
- D. **Resume** – provide complete resumes of the person(s) designated to provide services. Please include the following:
- Certificates, license, including State Bar of California number.
 - Description of education (including name of educational institutions, degrees conferred and year of each degree).
 - Professional background and professional associations.
 - Any disciplinary action taken by the State Bar or any malpractice claims against any member of the firm in the last 10 years.
 - Relevant experience.
- E. **References** – provide contact information for at least three (3) municipal, public agency and/or key clients for which legal services have been provided in the last three (3) years. Please include contact person's name address, phone number, and email address.
- F. **Client/Potential Conflicts of Interest** –
- Identify any foreseeable conflicts of interest with public clients you serve and the manner in which you would propose to resolve these conflicts.
 - For the person to be designated as County Counsel list all public clients that they represent as general counsel, along with the meeting date and time for each governing body.
 - List all parties, including private clients, relatives or any other individual or entities that could potentially pose a conflict of interest with your representation of the County of Mendocino.
- If the Letter is for a solo practitioner to act as County Counsel, please describe how services will be provided during absences.
- G. **Approach** – describe the approach you would use in providing services for this project. Include the techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County.

- H. **Agreement** – the successful applicant will be required to adhere to the provisions, terms and conditions of the attached standard County of Mendocino, Agreement for Consulting Services. Objections to any provisions must be identified in the Letter of Qualification.
- I. **Financial Statement** – provide the firm’s most recent financial statement. It shall be complete in accordance with accepted accounting principles.
- J. **Compensation** – submittals shall describe how the attorney(s) or firm bills for legal services provided, either on a flat monthly retainer, or on a different basis. If it is proposed that general services will be paid for through a retainer with additional charges for special services, the submittals should clearly define what would be considered to be within the scope of general services covered by the retainer and what services would be considered special services subject to additional charges, and the rates that would be charged for those special services. If hourly billing rates would be charged and those rates would vary for different types of work, such as litigation, indicate what rates will be charged for each type of service.
- General advisory services for employment and land use matters should be included within the scope of any retainer proposal for general county services or included within the hourly rate applicable to general county services, if hourly rates are proposed.
- Submittals shall identify what charges, if any, the attorney(s) or firm will impose for travel time. It is expected that the scope of work performed and the rates charged therefore will be reviewed and evaluated by the parties sixty (60) days prior to the end of the agreed term and be subject to modification at that time based on the review. The respondent is expected to propose a term of the contract in the response to this request and will be negotiated with the Board of Supervisors in the final selection.
- K. **Other** - Provide any other information regarding your qualifications you feel is appropriate for consideration for this project.

SUBMISSION REQUIREMENTS

- A. Letters shall be submitted in a sealed envelope, clearly marked to:
- Mendocino County
501 Low Gap Rd., Room 1326
Ukiah, CA 95482
Attn. Cherie Johnson – Director of Human Resources
RFQ: County Counsel Services
- B. Letters must be received, regardless of postmarked date, no later than **May 29, 2026, by 3:00 PM.** Late or facsimile Letters will not be accepted. It is the Firm’s responsibility to assure that its Letter is delivered and received at the location

specified herein, on or before the date and hour set. Letters received after the date and time specified will not be considered.

Note: The unauthorized use of the County's official logo is strictly prohibited.

- C. Letters received remain confidential until the contract(s), if any, resulting from this RFQ are awarded. Thereafter, all information submitted in response to this RFQ shall be deemed public record. In the event that a Firm desires to claim portions of its Letter as exempt from disclosure, it is incumbent on the Firm to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The County will consider a Firm's request for exemption from disclosure. However, the County will make its decision based upon applicable laws. An assertion by the Firm that the entire Letter is exempt from disclosure will not be honored.
- D. The Firm is solely responsible for the costs incurred in preparing its Letter. The County of Mendocino will provide no compensation for such costs.
- E. The County of Mendocino reserves the right to reject any or all Letters for any reason, to withhold consideration of incomplete responses, to waive informalities or request additional information of the Firms at its discretion, issue subsequent requests, negotiate with any, all or none of the Firms concerning costs or to further refine the scope of services provided, award a contract or contracts to more than one Firm for different services, reserves the right to terminate the solicitation and/or evaluation process at any time, and take any other action it deems appropriate.
- F. Acceptance of a Letter or other material during the selection process does not constitute a contract and does not obligate the County of Mendocino to award funds. Funding is subject to final contract approval by the Mendocino County Board of Supervisors. The County also reserves the right to reject any or all Letters without penalty and to act in the best interest of the County as may be required.
- G. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors, ensuring that payments are received in a timely cost-efficient manner (please refer to Attachment B).

EVALUATION AND SELECTION CRITERIA

The **County Counsel Service** selection will be conducted in two phases:

(1) Qualification: The County will receive and review Letters, and select a list of finalists; and

(2) Selection Phase: The Board of Supervisors will determine the process by which the submittals are reviewed, although it is anticipated that the material provided in the

submittals, and any interviews with the attorney(s) or firms will be determinative factors in making a selection.

The following criteria may be used in evaluating and selecting the prospective Consultant:

- A. Clarity of submittal and responsiveness to RFQ.
- B. Project Team Qualifications - Relevant qualifications, education and experience of the individuals and firms who will provide the services.
- C. Firm Experience and Ability - Experience providing services on similar projects as described in this RFQ.
- D. Project Control - Quality and performance of previous projects, record of budget and schedule performance, and adequacy of quality assurance and control.
- E. Comparison of billing rates.
- F. Any other criteria deemed relevant to selection.

**COUNTY OF MENDOCINO CONTRACT TEMPLATE WITH INSURANCE REQUIREMENTS
(ATTACHMENT A)**

**ATTACHMENT A
COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, 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 [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 in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through _____, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME

By: _____
DEPARTMENT HEAD

By: _____
SIGNATURE

_____ Date:

_____ Date:

Budgeted: Yes No
Budget Unit: _____
Line Item: _____
Org/Object Code: _____
Grant: Yes No
Grant No.: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

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

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
Deputy

By: _____
COUNTY COUNSEL

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Date: _____

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Risk Management

By: _____
Deputy CEO or Designee

Date: _____

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of

this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models,

reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received

on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

[Name of Department]
 Ukiah, CA 95482
 Attn:

To CONTRACTOR: [Name of Contractor]
 [Number and Street]
 [City, State, Zip Code]
 Attn:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

- a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran’s status, political affiliation, or any other factor prohibited by law.
- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
- c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUGFREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drugfree workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS:
CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and

records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be

binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright,

trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. 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.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C**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 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- 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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D**MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud

- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process,
please email Auditorap@mendocinocounty.gov