

**AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement") is dated November 24, 2020 and is between COALINGA HURON CEMETERY DISTRICT, a public cemetery district established under California Health and Safety Code, Division 8, Part 4 ("District"), and the COUNTY OF FRESNO, a political subdivision of the State of California ("County").

The District is authorized by Health and Safety Code section 9041, subdivision (f), to engage legal counsel. The Office of the Fresno County Counsel ("County Counsel") is authorized by Government Code sections 26529 and 26520 to provide legal services to the District for a fee, not to exceed the total cost to the County, for the legal services rendered.

The District seeks legal services from County Counsel in connection with personnel matters, including advisory legal services related to personnel matters and legal services for administrative complaints and litigation arising from personnel matters. County Counsel is willing and able to provide such legal services to the District as provided in this Agreement.

The parties therefore agree as follows:

**Article 1**

**Scope of General Legal Services**

1.1 County Counsel shall provide legal services ("Services") to the District as described in this section and requested by the District under Article 2 of this Agreement.

(A) County Counsel shall provide advisory legal services in relation to personnel matters. Such legal services are limited to the types of such services that are customarily provided by County Counsel to departments of the County and may include but are not limited to: (1) legal research; (2) legal advice and opinions; (3) drafting, preparing, and reviewing legal documents.

(B) County Counsel shall represent the District in connection with administrative complaints and litigation arising from personnel matters. Such services are limited to the types of such services that are customarily provided by County Counsel to departments

1 of the County and may include but are not limited to representing the District in  
2 administrative hearings, court proceedings, or alternative dispute resolution proceedings  
3 such as mediation or arbitration.

4 (C) Legal services under this Agreement do not include: (1) general legal services  
5 except as expressly provided in paragraph (A) of this section 1.1; (2) litigation services  
6 except as expressly provided in paragraph (B) of this section 1.1; or (2) specialized legal  
7 services, such as those related to workers compensation, health care, insurance,  
8 collections, bankruptcy, municipal securities and public finance, or federal taxation.  
9 County Counsel will not provide legal services excluded by this paragraph (C) of this  
10 section 1.1 except by separate written agreement between the District and the County.

11 1.2 The District acknowledges that its engagement of County Counsel under this  
12 Agreement is with the Office of the Fresno County Counsel, and not with any particular attorney  
13 in that Office. County Counsel provides Services under this Agreement through a deputy or  
14 deputies assigned at the sole discretion of the County Counsel.

15 1.3 The District represents that it is not aware of any present conflict of interest that  
16 would prevent the County Counsel from providing Services under this Agreement. The District  
17 shall inform the County Counsel promptly if such a conflict arises during the term of this  
18 Agreement.

## 19 **Article 2**

### 20 **Engagement of County Counsel**

21 2.1 The District may from time to time engage County Counsel, as provided in this Article  
22 2, to provide Services under this Agreement. County Counsel will not represent the District on  
23 any specific administrative complaint or litigation matter until specifically engaged by the District  
24 on that matter as provided in this Article 2.

25 2.2 To engage County Counsel under this Agreement, or to discharge County Counsel  
26 from an engagement under this Agreement, the authorized representative of the District, as

1 defined in Article 3 of this Agreement, shall communicate with County Counsel in writing by a  
2 method that is practicable and reasonable in the circumstances, to request and authorize the  
3 provision of Services. That method may include, but is not limited to, email. The District  
4 acknowledges that County Counsel may require additional information, documents, or both, to  
5 determine the nature of the Services that may be required. The District agrees to provide such  
6 information and documents as requested. The District acknowledges that time spent by County  
7 Counsel requesting and reviewing, or consulting with the District regarding, such information or  
8 documents may be billed as Services under this Agreement.

9       2.3     The District agrees to cooperate reasonably with County Counsel, including  
10 providing all relevant documents and information, making available District personnel relevant to  
11 County Counsel's provision of Services, and keeping County Counsel fully informed of any  
12 relevant documents, information, or developments that might come to the District's attention and  
13 affect the matters on which the District has engaged County Counsel. The District also agrees  
14 to safely preserve any records that are relevant to County Counsel's provision of Services until  
15 the conclusion of such Services.

16       2.4     The District acknowledges that County Counsel makes no promises or guarantees  
17 about the outcome of any matter. The District understands that any comments by County  
18 Counsel regarding outcomes are expressions of opinion only.

19       2.5     The District acknowledges that County Counsel's primary client is the County, and  
20 that the County Counsel is not statutorily obligated to provide services to the District. If a conflict  
21 arises between the interests of the District and the interests of the County, which conflict may  
22 include a lack of resources sufficient to provide legal services to both the District and the  
23 County, County Counsel may determine that is good cause for County Counsel to withdraw  
24 from this Agreement, as provided in Article 7 of this Agreement.

1 **Article 3**

2 **Authorized Representative of the District**

3 3.1 The authorized representative of the District is the **President** of the Board of  
4 Directors for the District, or the person designated by that board in writing to serve as the  
5 authorized representative of the District.

6 3.2 The authorized representative of the District is the primary contact person with  
7 County Counsel for communications under this Agreement, but County Counsel reserves the  
8 right to communicate with the full Board of Directors for the District as County Counsel  
9 determines is appropriate.

10 **Article 4**

11 **Compensation, Invoices, and Payments**

12 4.1 The District shall pay compensation to the County as follows:

13 (A) For Services under this Agreement, the District shall pay the then-current hourly  
14 rate for County Counsel as provided in the County's Master Schedule of Fees, Charges,  
15 and Recovered Costs. (On the effective date of this Agreement, that rate is \$141 per  
16 hour, as provided in section 601 of the County's Master Schedule of Fees, Charges, and  
17 Recovered Costs.) County Counsel has no duty to inform the District if the hourly rate  
18 changes, but will provide that information upon request.

19 (B) The District shall reimburse County Counsel for reasonable and necessary out-  
20 of-pocket expenses. County Counsel shall forward to the District all invoices for services  
21 provided by third-party vendors, such as process servers and copy services, and the  
22 District shall pay the vendors directly.

23 (C) The District's obligation to pay compensation under this Agreement survives the  
24 termination of this Agreement.

25 4.2 **Invoices.** County Counsel will submit monthly invoices to the District. Each invoice  
26 will reflect the tasks performed by County Counsel under this Agreement, and will include:

1 (A) A description of each task performed (which may be in the form of “block billing”;  
2 that is, including multiple tasks);

3 (B) The name of the person who performed each task;

4 (C) The number of hours worked on each task, in increments of one-tenth (0.1) of an  
5 hour; and

6 (D) The reasonable and necessary out-of-pocket expenses incurred by County  
7 Counsel, if any.

8 4.3 **Payment.** The District shall pay all invoices within 30 days of receipt by remitting  
9 payment to County Counsel at the address provided in section 6.1 of this Agreement.

10 4.4 **Errors.** If the District believes that any invoice contains an error, it shall inform  
11 County Counsel of that error within 15 days of receipt.

12 4.5 **Collection Efforts.** If County Counsel determines that it is necessary to pursue  
13 collection efforts for any unpaid amounts under this Agreement, the District shall pay for the  
14 costs of those collection efforts, including attorney’s fees.

## 15 **Article 5**

### 16 **Term**

17 5.1 **Term.** This Agreement is effective as of November 16, 2020, and terminates on June  
18 30, 2021.

19 5.2 **Renewal.** After June 30, 2021, the term of this Agreement is automatically renewed  
20 for each following one-year period (July 1 through June 30) unless either party gives written  
21 notice of termination to the other party not less than 90 days before the expiration of this  
22 Agreement.

## 23 **Article 6**

### 24 **Notices**

25 6.1 **Contact Information.** The persons and their addresses having authority to give and  
26 receive notices provided for or permitted under this Agreement include the following:

**For the County:**

County Counsel  
COUNTY OF FRESNO  
2220 Tulare Street, Suite 500  
Fresno, California 93721

**For the District:**

Virginia Lopez, Board President  
COALINGA HURON CEMETERY DISTRICT  
P.O. Box 447  
Coalinga, California 93210

6.2 **Method of Delivery.** Except as provided in Article 2, notices between the County and the District provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by Portable Document Format (PDF) attached to an email, or by telephonic facsimile transmission.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective on County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by PDF attached to an email or telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery shall be deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

6.3 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation

requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## **Article 7**

### **Discharge and Withdrawal**

7.1 **Discharge.** The District may discharge County Counsel at any time, upon giving no less than five days' prior written notice to County Counsel as provided in Article 6 of this Agreement.

7.2 **Withdrawal.** County Counsel may withdraw with the District's consent, or for good cause as determined by County Counsel, or if permitted under the Rules of Professional Conduct of the State Bar of California and applicable law, upon giving not less than five days' prior written notice to the District as provided in Article 6 of this Agreement. The circumstances under which County Counsel may withdraw include, but are not limited to:

(A) The District consents to the withdrawal;

(B) The District's conduct renders it unreasonably difficult, as determined by County Counsel, for County Counsel to provide Services effectively; or

(C) The District fails to pay compensation as required by this Agreement.

7.3 **Obligations of District.** Upon discharge or withdrawal, all unpaid charges to the District under this Agreement are due and payable immediately.

## **Article 8**

### **General Provisions**

8.1 **State Audit Requirements.** If the compensation to be paid by the District under this Agreement exceeds \$10,000, the County is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. The obligations under this section survive the termination of this Agreement.

1       8.2     **Modification.** This Agreement may not be modified, and no waiver is effective,  
2 except by another written agreement that is signed by both parties.

3       8.3     **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5       8.4     **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7       8.5     **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. The District consents to California jurisdiction for actions arising from or  
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
10 brought and maintained in the Fresno County Superior Court.

11       8.6     **Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15       8.7     **Headings.** The headings and section titles in this Agreement are for convenience  
16 only and are not part of this agreement.

17       8.8     **Severability.** If anything in this Agreement is found by a court of competent  
18 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
19 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
20 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
21 intent.

22       8.9     **Entire Agreement.** This Agreement is the entire agreement between the District and  
23 the County with respect to the subject matter of this Agreement, and it supersedes all previous  
24 negotiations, proposals, commitments, writings, advertisements, publications, and  
25 understandings of any nature unless those things are expressly included in this Agreement.  
26



8.10 **Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

**8.11 Authorized Signatures.** The District represents and warrants to the County that:

(A) The District is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the District is duly authorized to do so and their signature on this Agreement will legally bind the District to the terms of this Agreement.

8.12 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this agreement.

[SIGNATURE PAGE FOLLOWS]


1 The parties are signing this agreement on the date stated in the introductory clause.

2 COALINGA-HURON CEMETERY DISTRICT COUNTY OF FRESNO

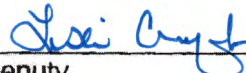
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4 Virginia Lopez, Board President

5 P.O. Box 447  
6 Coalinga, CA 93210

  
Ernest Buddy Mendes, Chairman of the Board  
of Supervisors of the County of Fresno

7 Attest:  
8 Bernice E. Seidel  
9 Clerk of the Board of Supervisors  
10 County of Fresno, State of California

11 By:   
12 Deputy

13 For accounting use only:

14 Org No.: 0710  
15 Account No.: 5039  
16 Fund No.: 0001  
17 Subclass No.: 10000  
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