


Alexander Henson

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 Mendocino Coast Health Care District
Fort Bragg, CA.

Honorable Members of the Mendocino Coast Health Care District Board of Directors:

Re: **Engagement for Legal Services**

I. Introduction.

Thank you for your decision to retain me to serve as Interim General Counsel to the Mendocino Coast Health Care District Board of Directors. In this agreement “you” refers collectively to the District Board of Directors.

California law requires that all agreements regarding legal representation be set forth in writing. Accordingly, this letter will serve to confirm the terms of our agreement with respect to these matters and any other matters as to which you may request representation that I agree to undertake.

II. Scope of Representation.

I will provide legal services and representation to the above-named party as requested by you from time to time as the Interim General Counsel I will do my utmost to serve you effectively. I cannot guarantee the success of any given matter, but will strive to represent your interests professionally and efficiently.

My single point of contact with the Mendocino Coast Health Care District Board is the Chair. Any contacts made to me by board members or the public, without my prior authorization from the Chair, will be directed immediately upon contact to the Chair for authorization before incurring billable time from me.

While I will directly furnish most of the legal services provided by my office, I may utilize other attorneys, clerks, paralegals or legal assistants, if necessary, in the best exercise of my professional judgment. If, at any time, you have any questions, concerns or criticisms, please do not hesitate to contact me. My use of these resources will not be charged to you without your prior consent.

III. Disclosure of Conflicts of Interests.

This letter shall confirm I have no conflicts in this representation

IV. Costs of Legal Services.

A. Legal Fees.

We agree that legal services will be charged as incurred at the rate of \$300/hour. You will receive an itemized billing monthly when there are expenditures. Payment is expected within 30 days of receipt of invoice.

B. Expenses and Costs.

Beyond payment of my hourly fee, I do not anticipate incurring any direct expenses as a result of this representation. If I do incur such expenses, I will seek approval from the District Board before incurring such expense.

V. Cooperation.

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In the course of performing services in connection with this representation, it will be necessary for me to ask for your cooperation in providing information and documentation, as well as setting aside time for consultations and telephone conferences. I will endeavor to arrange conferences and other time demands to accommodate your schedule and convenience, but on occasion, the circumstances of particular matters may require prompt action at an inconvenient moment. You acknowledge and understand the importance of your agreement to cooperate with me in this regard and you agree to make yourself available to attend such conferences when scheduled as the need may arise.

I agree to make myself available for all District Board meetings upon being so requested by the District Board through the chair.

You also agree that we can use e-mail to communicate information, including information of a sensitive nature.

VI. Conclusion of Services and Withdrawal From Representation.

I may withdraw from this representation with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with me, to communicate with me on a regular basis, to follow my advice on a material matter, or any other fact or circumstance that would render my continued performance of legal services on your behalf unlawful, unethical or unreasonably difficult. In the event of my withdrawal or discharge, any amounts owing under this agreement will be immediately due and payable.

You consent to my withdrawal from representing you if you fail to pay for my services.. You further agree to execute and/or allow me to execute all necessary documentation to permit me to do so if I have made an appearance on your behalf in a legal proceeding. Also, should you not otherwise abide by the terms of this letter agreement, you agree that I may withdraw as your counsel, and that you will execute all necessary documentation, if any, to permit me to do so. In addition, it is agreed that in the event of any default or breach of any kind under this agreement by you, I reserve the right to suspend all activities on your behalf upon written notice to you. You

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acknowledge and agree that if I move to withdraw from representation of you in any pending matter, you shall make suitable arrangements to be prepared for any hearing, arbitration or trial. Termination of representation shall not affect your responsibility to pay for legal services, and for costs and expenses incurred upon your behalf.

When my services are concluded, all unpaid charges will become immediately due and payable. After my services conclude, I will, upon your request, deliver any files to you, other than attorney work product, along with any of your funds or property in my possession.

VII. No Guarantees.

You acknowledge that I make no promise, representation or guarantee about the outcome of any matter or any litigation. My comments about the outcome of any matter are expressions of opinion only.

VIII. Professional Liabilities Insurance Coverage.

California law requires that attorneys disclose the existence or nonexistence of professional liability insurance. This shall confirm that I do not maintain professional errors and omissions insurance coverage applicable to the services to be rendered pursuant to this agreement.

IX. Arbitration of Disputes.

Any dispute between us involving this agreement, including but not limited to, disputes regarding its formation, performance, interpretation or breach; disputes concerning attorneys' fees and costs, and any dispute relating to performance of

professional services by me or any of my employees, shall be arbitrated at San Francisco, California, pursuant to the Commercial Arbitration Rules of JAMS, or such other third party dispute resolution firm which is mutually agreeable to the parties. In no event will either party be compelled to proceed before the American Arbitration Association without their express written consent. The arbitrator or arbitrators shall be either experienced commercial attorneys or retired California State or Federal judges.

All arbitration proceedings, or any action to enforce such proceedings, shall be conducted in as confidential a manner as permitted by law. No pre-hearing discovery shall be permitted. In any such arbitration, a written decision stating findings of fact and conclusions of law shall be rendered. The decision must be based on the correct application of law to findings of fact based upon a preponderance of admissible evidence under the California Evidence Code. Judgment may be entered enforcing the award in any Superior Court in California. This arbitration agreement shall not preclude prejudgment court remedies, such as injunctions or prejudgment writs of attachment.

Arbitration results in a waiver of the right to trial by jury and the right to appeal. You have been informed of the rights and benefits of agreeing to arbitration and have been advised that you have the right to consult with independent counsel before making this decision. The arbitration provision shall not effect your right to arbitration under California Business & Professional Code Section 6200-6206.

This Agreement is made in and is to be performed in the County of Mendocino, California and, except as provided in the arbitration provision of this Agreement set forth above, any action or proceeding for enforcement of this Agreement shall be brought and maintained in Mendocino County. California law shall apply to any such proceeding.

X. Review by Independent Counsel.

I encourage you to review this agreement with independent counsel if you have any questions or uncertainty of any of its provisions. I would be pleased to consult with such independent counsel regarding this Agreement.

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XI. Miscellaneous.

No modification of this Agreement will be binding unless such modification is made in writing and signed by the party to be charged with the terms of such modification.

This agreement will become enforceable when the District returns a signed copy of this letter to me, but its effective date will be retroactive to the date I first provided service to you.

XII. Conclusion.

Please confirm the District Board's assent to the terms of this Agreement by the Board Chairman dating and signing a copy of this Agreement where indicated below. Please return your signature to attorney.

On a personal note, I appreciate your confidence in me and look forward to working with the Board.

Sincerely,

Alexander Henson

The forgoing is agreed to.

_____ Dated: January____, 2023

On behalf of the Mendocino Coast Health Care District