

JOHN-CARL VALLEJO
County Counsel

CHRISTIAN E. MILOVICH
Assistant County Counsel

ERIC CHILTON
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MALLORY WATTERSON
Administrative Legal Assistant

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Independence, CA 93526
760 878-0229

1360 N. Main Street
Bishop, CA 93514

OFFICE OF THE COUNTY COUNSEL

August 18, 2026

To all Inyo County Special Districts,

Attached to this letter, please find a new Legal Services Agreement from the Office of the County Counsel. This updated agreement is needed to clearly outline the roles and responsibilities of our office and the expectations between our agencies. We will need your District to enter into this agreement prior to our engaging on any new legal request(s) your District may have.

The ten hours of free legal services per fiscal year remain available to your District.

We recommend that your district consults with an independent attorney before entering into this agreement.

Assuming your District intends to continue to request legal advice from the Inyo County Counsel, please review, sign, and return this agreement to me. You may mail a copy of the agreement to our office, or you can email it directly to me (no wet signature necessary).

If you have any questions, please send me an email at mwatterson@inyocounty.us.

Thank you for your time,

Mallory Watterson
Administrative Legal Assistant

**AGREEMENT BETWEEN THE SOUTHERN INYO FIRE PROTECTION DISTRICT AND
THE COUNTY OF INYO FOR LEGAL SERVICES TO BE PROVIDED BY THE OFFICE
OF THE INYO COUNTY COUNSEL**

The SOUTHERN INYO FIRE PROTECTION DISTRICT ("SPECIAL DISTRICT") and COUNTY OF INYO ("COUNTY"), who may be referred to jointly herein as "the Parties", enter into this Legal Services Agreement ("Agreement") which shall be effective on the date stated in Paragraph 1.

1. DURATION OF AGREEMENT.

This Agreement shall commence on _____, until terminated as specified in Paragraph 7.

2. SCOPE OF SERVICES.

The COUNTY, for the SPECIAL DISTRICT's benefit, shall provide legal services through the Office of the Inyo County Counsel as requested by the SPECIAL DISTRICT, including legal research, review of legal documents such as contracts and ordinances, attendance at public meetings, and general advisement. Services shall not include representation at or initiation of litigation, or any other matter which the Office of the County Counsel determines, in its sole discretion, and advises SPECIAL DISTRICT is outside of its scope or beyond available resources, including staff time.

3. COMPENSATION FOR SERVICES.

Subject to Inyo County Code Chapter 3.80, as may be amended, in consideration for the COUNTY's performance, the SPECIAL DISTRICT shall pay the following compensation to the COUNTY:

- ☐ a total lump sum payment of \$_____, or
- ☐ a total sum not to exceed \$_____, or
- ☒ consideration determined specifically as follows:

The SPECIAL DISTRICT shall pay to the COUNTY the hourly rate(s) ("Rate") established by the COUNTY Board of Supervisors. Attached hereto as **Attachment A** is a list of said rate(s) at the time this agreement is entered into. These rates will automatically adjust from time-to-time to reflect changes in the Rate approved by the COUNTY.

4. BILLING.

Charges for services rendered pursuant to the terms and conditions of this agreement shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Paragraph 2.
- ☒ The following basis: quarterly, in arrears

The time charged will include, but is not limited to, the time County Attorney spends on telephone calls, emails and other electronic communication related to Special District's matters. Time is billed

in minimum increments of 15 minutes (0.25 of an hour). County will charge for waiting time in meetings and elsewhere, and for travel time, both local and out of town.

5. PAYMENT.

Payment shall be made by the SPECIAL DISTRICT to the COUNTY at the address specified in Paragraph 8 of this Agreement, net thirty (30) days from the invoice date.

6. INDEMNIFICATION.

The COUNTY and the SPECIAL DISTRICT each agree to indemnify, defend, and hold harmless the other party, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs, attorney's fees, and any other legal expenses (such as court costs, investigation costs, and experts' fees), arising out of, resulting from or in connection with the performance of this Agreement by the indemnifying party, or its agents, officers, or employees. The Parties' obligation to defend, indemnify, and hold the other party, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. The Parties' obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a Party, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. A Party's "performance" includes the Party's action or inaction and the action or inaction of that Party's agents, officers, and employees.

7. TERMINATION.

Either party may terminate this Agreement, with or without cause. In order to terminate this Agreement, the terminating party shall give thirty (30) days advance written notice to the other party. The termination notice shall be delivered as specified in paragraph 8, below. In the event of termination, the SPECIAL DISTRICT shall pay the COUNTY for all work performed prior to the effective date of the termination.

8. NOTICE

The Agreement Administrator for each party is listed below. Notice to a party shall be provided to the Agreement Administrator and as set forth in paragraph 9. Either party may update the name or contact information for its Agreement Administrator by providing notice under paragraph 9 of the change.

[CONTINUED ON NEXT PAGE]

FOR THE SPECIAL DISTRICT:

Southern Inyo Fire Protection District
Attn Secretary/Clerk of the Board

PO Box 51
Tecopa, CA 92389

760-852-4130

~~sifpdz@yahoo.com~~ ADMIN@SIFPD.ORG

FOR THE COUNTY:

Inyo County Counsel
Attn Legal Assistant

Email: mwatterson@inyocounty.us

Physical:
224 North Edwards Street

Mailing:
PO Box M
Independence, CA 93526

9. NOTICES - MANNER.

Notices to the parties in connection with the administration of this Agreement shall be given to the parties' Agreement Administrator personally, by regular mail, or by electronic transmission as specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the Agreement Administrator or the office of the party's Agreement Administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Agreement Administrator, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by electronic mail to a party's e-mail address specified in paragraph 9, provided that an original of such notice is deposited in the United States mail, addressed to a party's Agreement Administrator as indicated in this Agreement, on the same day as the electronic transmission is made.

10. INDEPENDENT CONTRACTOR.

The COUNTY and its officers and employees, in the performance of this Agreement, are independent contractors in relation to the SPECIAL DISTRICT and not officers or employees of the SPECIAL DISTRICT. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of the SPECIAL DISTRICT. The COUNTY shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this MOU. The COUNTY further represents to the SPECIAL DISTRICT that the COUNTY has no expectation of receiving any benefits incidental to employment. It is understood by both SPECIAL DISTRICT and COUNTY that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- (a) COUNTY shall determine the method, details, and means of performing the work and services to be provided by COUNTY under this Agreement.
- (b) COUNTY shall be responsible to SPECIAL DISTRICT only for the requirements and results specified in this Agreement, and except as expressly provided in this

Agreement, shall not be subjected to SPECIAL DISTRICT'S control with respect to the physical action or activities of COUNTY in fulfillment of this Agreement.

(c) COUNTY, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of SPECIAL DISTRICT.

11. FINANCIAL CONFLICT OF INTEREST.

The COUNTY covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The COUNTY further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be used or employed. The COUNTY certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the SPECIAL DISTRICT.

12. ADVANCED INFORMED WRITTEN CONSENT WAIVING ETHICAL CONFLICT

The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's Office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the COUNTY (or any of its boards, commissions, officers or employees) on the one hand and SPECIAL DISTRICT on the other hand, or if for any reason the County Counsel's Office declines to or resigns from providing legal services to SPECIAL DISTRICT, then SPECIAL DISTRICT agrees that the County Counsel's Office may thereafter, unless prohibited by law, continue to act as legal counsel for the COUNTY and that the County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the COUNTY. **SPECIAL DISTRICT hereby acknowledges and affirms that it has consulted with independent legal counsel in connection with providing this advanced informed written consent.**

13. COMPLIANCE WITH APPLICABLE LAWS.

The COUNTY and the SPECIAL DISTRICT shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither the COUNTY, its agents, officers, and employees nor the SPECIAL DISTRICT, its agents, officers, and employees shall unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Both parties and their agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the

applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

This is an agreement for the personal services of COUNTY. SPECIAL DISTRICT has relied upon the skills, knowledge, experience, and training of COUNTY as an inducement to enter into this Agreement. Except as specifically authorized herein, no rights under this Agreement may be assigned and no duties under this Agreement may be delegated by the COUNTY without the prior written consent of the SPECIAL DISTRICT, and any attempted assignment or delegation without such consent shall be void.

16. NEGOTIATED AGREEMENT.

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code Section 1654.

17. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto. This Agreement supersedes and terminates any prior agreement between the parties.

19. AUTHORITY AND CAPACITY.

The COUNTY and the SPECIAL DISTRICT, and their signatories, each warrant and represent that each has full authority and capacity to enter into this Agreement.

20. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

21. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF INYO:

SPECIAL DISTRICT:

By: _____

By: _____

Name:

Name:

Title: County Administrative Officer

Title:

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

ATTACHMENT A

**AGREEMENT BETWEEN THE SOUTHERN INYO FIRE PROTECTION DISTRICT AND
THE COUNTY OF INYO FOR LEGAL SERVICES TO BE PROVIDED BY THE OFFICE
OF THE INYO COUNTY COUNSEL**

TERM:

FROM: _____, **TO:** _____

SCHEDULE OF FEES:

Pursuant to Inyo County Code Chapter 3.80, as may be amended from time to time, the Inyo County Office of County Counsel provides ten hours of “free” legal services per fiscal year (July 1st – June 30th). Once the district uses those ten hours, billing will occur as follows:

The Inyo County Office of County Counsel will bill at a rate of \$151.00 per hour, per legal request. The Administrative Legal Assistant will calculate the amount of billable hours incurred for each request and send a billing memo quarterly. Said amount may change upon approval of a new rate(s) by the Inyo County Board of Supervisors, and shall become effective immediately upon COUNTY providing written notice of said new rate(s) to SPECIAL DISTRICT.