

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is made on July 13, 2012, between the Solano County Bar Association (Solano) and the Napa County Bar Association (Napa).

1. PURPOSE

This Agreement defines the scope of services and respective roles and responsibilities of the parties regarding lawyer referral and fee arbitration services provided by Solano for Napa.

2. TERM

This Agreement shall be in effect for 12 months beginning July 13, 2012 and ending July 13, 2013.

3. CHANGES AND AMENDMENTS

Either party may request changes in the scope of services. Any mutually agreed upon changes will be effective when incorporated in written amendments to this Agreement.

4. COST OF SERVICES

Neither party is responsible for payment to the other party for services provided under this Agreement, except as expressly provided herein.

(b) [REDACTED]

(b) [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

[illegible]

(b) (7)(C), (b) (7)(D)

[REDACTED]

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

● ●

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

6. FEE ARBITRATION - SCOPE OF SERVICES

A. Solano. Solano will operate a lawyer fee arbitration service for clients of attorneys practicing in Napa County, as follows:

- (1) Solano will provide Napa with contact information to publish on the Napa website for members of the public to contact for fee arbitration services.
- (2) Upon contact by a client wishing to dispute a fee charged or a service provided by an attorney in Napa County, Solano will send a fee arbitration application to the client.

(3) Upon receipt of a completed fee arbitration application with filing fee (as described below), Solano will assign the arbitration on a rotational basis to a Napa fee arbitrator, from a panel of arbitrators provided by Napa. The arbitrator will be responsible for scheduling the hearing directly with the client and for completing the findings and award and providing them to Solano.

(4) The fee arbitration filing fee will be 5% of the disputed amount, with a minimum of \$50 and a maximum of \$500.

(5) Solano will serve the findings and award to the parties upon receipt from the arbitrator.

B. Napa

(1) Napa will compile a panel of fee arbitrators and provide such list with contact information to Solano.

(2) Napa will post a notice on its website with Solano's contact information for fee arbitration services for matters involving Napa attorneys.

7. TERMINATION

A. Either party may terminate this Agreement, at any time, with or without cause, upon 30 days written notice to the other.

B. If Solano terminates this Agreement for Napa's failure to provide notice and membership forms to its members, Napa shall reimburse Solano within 30 days of termination for costs incurred in connection with this Agreement.

8. INDEMNITY

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, and expense (including attorneys' fees and witness costs) arising from any negligent act or omission, or willful misconduct, of the indemnifying party. Defense shall be provided by counsel selected by the indemnifying party, subject to the approval of the indemnified party, which approval shall not be unreasonably withheld. This indemnification obligation shall not be limited in any way by any insurance policy limitation on the amount or type of damages or compensation payable to or for the indemnifying party.

9. INDEPENDENT CONTRACTOR

Solano is an independent contractor and not an agent, officer or employee of Napa. The parties mutually understand that this Agreement is by and between two independent contractors and is not

intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

10. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provision of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no terms, conditions or obligations made or entered into by the parties other than those contained in it.

12. EXECUTION IN COUNTERPARTS

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

SOLANO

NAPA

Solano County Bar Association

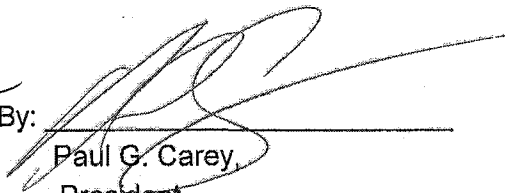
Napa County Bar Association

By:



Shauna M. Chastain,
President

By:



Paul G. Carey,
President