

LEGAL SERVICES AGREEMENT

INTRODUCTION

This Legal Services Agreement (the "**Agreement**") is entered into this seventh day of May, 2019 by and between the County of Humboldt, a political subdivision of the State of California ("**County**") and Liebert Cassidy Whitmore, a professional corporation ("**Attorney**" or "**Attorneys**").

RECITALS

Whereas, pursuant to Government Code 31000, the Board of Supervisors of County requests Attorneys, and Attorneys agree, to provide County, through the Office of County Counsel, Human Resources, or other County departments, with services pertaining to employment law matters as requested by County.

AGREEMENT

IT IS MUTUALLY AGREED as follows:

1. **Scope of Representation.** Attorneys will furnish legal services to County by representing the County in labor negotiations, administrative proceedings, and providing legal advice on special employment related projects as requested by County (the "**Representation**").

2. **Term.** This agreement shall commence on the effective date above, and shall continue in effect until June 30, 2020, or until all services have been completed and payment made in full, whichever is first, unless sooner terminated pursuant to this Agreement.

3. **Compensation.** Compensation to Attorneys shall be made according to the following rate schedule:

Partners	\$370
Senior Counsel	\$320
Associates	\$210-300
Labor Relations/HR consult	\$195-230
Paraprofessionals & Litigation Support	\$80-170

The maximum amount of compensation under this Agreement shall not exceed a total amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

4. **Monthly Statements.** Attorneys will bill the County on approximately a monthly basis. Statements shall include the identity of each person performing service, a brief description of

the work performed, the billing rate for each person performing the service, and the amount of fees charged for the services performed. In addition to such compensation, County shall reimburse Attorneys for their direct out-of-pocket and related legal expenses, such as travel expenses, copying costs, telephone and fax charges, overnight courier services, messenger charges, postage expenses, court reporter's fees and similar items, all of which shall be described on Attorneys' monthly statements.

5. **Direction and Control.** Attorneys' work under this Agreement shall be directed and controlled by County's authorized legal representative, the Humboldt County Office of County Counsel in conjunction with the Human Resources Director. Monthly statements will be reviewed by County Counsel's office, and then forwarded to Human Resources for payment.

Monthly statements will be mailed to:

Office of County Counsel
Attn: Blair Angus
Assistant County Counsel
825 Fifth Street, Room 110
Eureka, CA 95501

6. **Termination.** This Agreement may be terminated by County at any time. Upon termination, Attorneys shall transfer to County or to its new attorneys all files, written material, and documents relating to the Representation, except whatever work product is the exclusive property of Attorneys such as internal communications among attorneys and staff of a non-substantive nature. Attorneys may at their own expense retain copies of any or all of the files, documents or other materials transferred upon termination. Attorneys will be available on a task basis to consult with County or its new attorneys about the Representation in accordance with the terms of this Agreement for a reasonable time following any termination of this Agreement.

7. **Records.** Except for original timesheets, attorneys will retain all records relating to their representation of County for a period of ten years from the date the Representation is concluded. Such records will be made available to County upon request for audit purposes. Attorneys will maintain both invoices of costs and primary records in order that such auditing may occur.

8. **Arbitration of Professional Liability or Other Claims.** If a dispute between County and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration

Program. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between County and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this Agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

9. **Expert Consultants.** Attorneys will engage no expert consultants without having first received the consent of County through its Authorized Representative.

10. **Professional Skill.** Attorneys represent that they are skilled in employment law as necessary to perform the work agreed to under this Agreement. County relies upon the skill of Attorneys to perform the work in a competent and professional manner, and Attorneys agree to perform the work in accordance with this standard. Acceptance of the work by County shall not release Attorneys from their obligations under this paragraph.

11. **Attorneys' Employees.** No employee of Attorneys shall by virtue of this Agreement acquire any rights or status in County services. Attorneys shall be solely responsible for payment of Attorneys' employees, including all fringe benefits.

12. **Entire Agreement; Modification.** This Agreement contains the entire agreement between Attorneys and County relating to the scope of services described above. The Agreement may be modified or amended only by a written modification to this Agreement executed by Attorneys and by County.

13. **Compliance With Discrimination Laws.** Attorneys will comply with Title VII of the Civil Right Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, sexual orientation, age, religion, Vietnam era veteran's status, political

affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

14. **Conflicting Positions.** No officer, member, or employee of County and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or in any amounts paid under this Agreement. No principal of Attorneys or any of Attorneys' employees shall serve on a County board, committee or other position which by rule, practice or action nominates or recommends attorneys to represent County, supervises such attorneys' representation of County, or authorizes funding to County's attorneys.

15. **General Liability Insurance.** During the term of this Agreement, Attorneys shall maintain comprehensive general liability coverage with aggregate limits in an amount not less than \$2 million, and automobile coverage with combined single limits in an amount not less than \$1 million. Upon County's request, Attorneys shall provide County a certificate evidencing this insurance. Attorneys' coverage shall be primary to any insurance maintained by County. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall immediately forward to County any notice of the cancellation or non-renewal of any such coverages, or any other policy changes that materially affect coverage.

16. **Professional Liability Insurance.** During the term of this Agreement, Attorneys also shall maintain professional liability insurance coverage with primary limits in an amount not less than required by the State Bar of California, to the extent such coverage can be obtained by Attorneys from reasonably available commercial sources. Such insurance shall insure Attorneys' work to be performed for County under this Agreement. Upon County's request, Attorneys shall provide County a certificate evidencing this insurance. Attorneys' professional liability coverage shall be primary to any insurance maintained by County. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall immediately forward to County any notice of the cancellation or non-renewal of Attorneys' professional liability coverage, or any other policy changes that materially affect such coverage.

17. **Workers' Compensation Insurance.** During the term of this Agreement, Attorneys also shall maintain workers' compensation insurance. At County's request, Attorneys shall provide County a certificate evidencing this insurance. Attorneys' workers' compensation insurance shall be primary to any insurance maintained by County. Unless the policy is

simultaneously replaced with a new policy providing the same coverage, Attorneys shall immediately forward to County any notice of the cancellation or non-renewal of Attorneys' workers' compensation coverage, or any other policy changes that materially affect such coverage.

18. **Nuclear Free Humboldt County Ordinance Compliance.** Attorney certifies by its signature below that Attorney is not a nuclear weapons contractor, in that it is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Attorney agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Attorney becomes a nuclear weapons contractor.

19. **Counterparts Clause.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**LIEBERT CASSIDY WHITMORE,
A PROFESSIONAL CORPORATION**

Approved as to Risk

By _____

By _____

By _____

(SEAL)
ATTEST:
KATHY HAYES
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By _____

By _____
Rex Bohn, Chairperson
Board of Supervisors

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASST. SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*