

1 AGREEMENT FOR PROFESSIONAL SERVICES – LEGAL

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3 **THIS AGREEMENT** is entered into as of October ____, 2022, by and between the Humboldt County
4 ("COUNTY"), and the Law Office of Julian Gross ("CONSULTANT").

5 **WHEREAS**, COUNTY requires the assistance of special counsel with an expertise in handling
6 community benefits, including community benefit agreements, development agreements, and other benefit and
7 financial arrangements, as may be relevant to on-shore and off-shore land use and economic development
8 activity related to the Humboldt Wind Energy Area, in order to assist in representing the COUNTY’s interests,
9 together with other legal services as further described herein (collectively referred to herein as the “work”).

10 **WHEREAS**, COUNTY desires to contract with CONSULTANT and CONSULTANT desires to
11 contract with the COUNTY for provision of the work, upon the terms and conditions hereinafter set forth.

12 **NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements subject to
13 the terms and conditions set forth herein, the parties agree as follows:

14 **1. Scope of Work.** CONSULTANT shall provide legal advice, assistance, and representation to
15 the COUNTY in furtherance of the work. This includes, but is not limited to, the following:

- 16 1) Advise the COUNTY on all relevant issues and applicable law;
- 17 2) Assist the COUNTY in developing policies and strategies, legal and otherwise;
- 18 3) Assist the COUNTY in negotiating and drafting relevant agreements;
- 19 4) Advise the Board of Supervisors in closed session on an as-needed basis;
- 20 5) Other services as may be requested by the County Counsel’s Office and agreed
21 by CONSULTANT.

22 **2. Term.** The term of this Agreement shall be from October 1, 2022, until terminated by either
23 party in accordance with the terms of this Agreement, subject to available funds. The COUNTY acknowledges
24 that CONSULTANT may have commenced the work at the direction of COUNTY staff in advance of this
25 Agreement.

26 **3. Consideration.** As full consideration for the work to be performed by CONSULTANT,
27 COUNTY shall pay CONSULTANT based upon the hourly rates for its attorney(s) and professionals assigned
28 to assist COUNTY to be paid upon submission and approval of invoices. The hourly rates are as follows:

- 1 Principal - \$425 per hour
- 2 Of Counsel - \$350 per hour
- 3 Associates - \$295 per hour
- 4 Law Clerks - \$145 per hour
- 5 Researchers - \$125-\$195 per hour
- 6 Administrative Support - \$95 per hour

7 CONSULTANT will bill time monthly on an hourly basis (time to be accounted for in six minute increments).
8 CONSULTANT will charge an administrative fee of 5% to cover overhead expenses such as photocopying,
9 phone calls, computer-assisted research or routine paralegal work. CONSULTANT charges separately for
10 disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example,
11 the following: travel-related expenses, transcription, overnight delivery, and messenger services.

12 Travel rates and expenses are as follows:

- 13 • Flat rate of two billable hours for each trip to or from the Bay Area to Humboldt County;
- 14 • Either: actual mileage based on 2022-23 IRS reimbursement rates (\$.62/mile) at 270 miles
per trip to or from the Bay Area; or actual payment for rental car plus gasoline purchase;
- 15 • Flat rate \$200 per night for hotel and incidental travel expenses. One night per day or partial
day of meetings.

16 For each matter or case for which CONSULTANT provides services during the period covered in each
17 monthly billing, invoices shall include a separate cover letter identifying the total amount billed for each matter
18 or case. As these cover letters will be subject to disclosure through the California Public Records Act
19 (California Government Code §§ 6250, *et seq.*), CONSULTANT shall ensure that the case or matter
20 descriptions used therein do not reflect CONSULTANT impressions, conclusions, opinions, or legal research or
21 strategy.

22 The total amount paid to CONSULTANT pursuant to this Agreement shall not exceed \$50,000 per
23 calendar year thereafter without COUNTY's express written authorization. If requested by COUNTY, the "not
24 to exceed" amount described in this Paragraph 3 may be increased upon execution of an amendment setting
25 forth the new "not to exceed" amount, all in accordance with Paragraph 15 of this Agreement.

26 **4. Records.** CONSULTANT shall maintain accounting records and other evidence pertaining to
27 the cost incurred and shall make the records available to authorized representatives of COUNTY or other
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1 governmental agency or district authorized by COUNTY to inspect such records. These records shall be
2 available at all reasonable times during the Agreement period and for four (4) years from the date of final
3 payment for work performed hereunder.

4 **5. Key Personnel.** All of the services required hereunder shall be performed by CONSULTANT
5 or under his/her/its supervision, and all personnel engaged in the work shall be fully qualified to perform such
6 services. Any change in the key personnel shall be subject to the written approval of COUNTY. The following
7 are the key personnel for the subject of this Agreement:

8 Julian Gross, Principal

9 Shoshana Baird, Of Counsel

10 Shajuti Hossain, Associate (subcontracted through Renne Public Law Group)_

11 **6. County-Authorized Representative.** An authorized representative shall represent COUNTY
12 in all matters pertaining to the services rendered by CONSULTANT under this Agreement. All documents and
13 requests for information shall be submitted through this representative and COUNTY will cooperate with
14 CONSULTANT in all matters relating to this Agreement in such manner as will result in the performance of
15 such work without delay. County-authorized representatives are the County Counsel, and Deputy County
16 Administrative Officer Sean Quincey.

17 **7. Termination.**

18 A. Either party may terminate this Agreement at any time, without cause, upon seven (7)
19 days notice of discontinuance and termination of said Agreement given in writing. Such notice shall be
20 sufficient and complete when same is deposited in the United States mail, first class postage prepaid, to the
21 address shown in the paragraph herein concerning notice.

22 B. COUNTY may at any time, at its discretion, abandon or suspend any portion of work
23 to be done by CONSULTANT under the terms of this Agreement.

24 C. In the event of COUNTY's abandonment or suspension of CONSULTANT's work
25 under this Agreement, or in the event of the termination of this Agreement, CONSULTANT shall stop work at
26 the stage directed by COUNTY and shall deliver to COUNTY all file materials relating to the work.

27 **8. Equal Opportunity Assurance.** During the performance of this Agreement, CONSULTANT
28 agrees as follows:

1 A. CONSULTANT will not discriminate against any employee or applicant for
2 employment because of race, sex, creed, physical handicap, color, sexual orientation, or national origin.
3 CONSULTANT will take affirmative action to ensure that employees are treated equally without regard to
4 race, gender, creed, physical handicap(s), color, sexual orientation, or national origin. Such action shall include
5 but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment
6 advertising; layoffs and terminations, rates of pay or other forms of compensation; and selection for training,
7 including apprenticeship. CONSULTANT agrees to post, in conspicuous places, available to employees and
8 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

9 B. In the event of CONSULTANT's noncompliance with the nondiscrimination clause of
10 this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part.

11 **9. Disclosure.** On multiple matters unrelated to work under this Agreement,
12 CONSULTANT serves clients in collaboration with Estolano Advisors, a consulting firm based in
13 Los Angeles. Current joint engagements include providing assistance to the City of Richmond, California, on
14 community benefits policies, and providing assistance to the Los Angeles Department of Transportation in
15 developing recommendations regarding racial equity in traffic enforcement; additional joint engagements are
16 under consideration and may be entered into during the term of this Agreement.

17 Estolano Advisors and its affiliated entity, Better World Group, have been engaged by the Humboldt
18 Area Foundation to provide assistance to the Redwood Region Climate and Community Resilience (CORE)
19 Hub and the North Coast Offshore Wind Community Benefits Network with regard to advocacy for community
20 benefits regarding the offshore wind development and related activities in the Humboldt Wind Energy Area (the
21 “EA Engagement”). CONSULTANT to date has not performed work as part of the EA Engagement, received
22 any compensation under the EA Engagement, or served as part of the consulting team for the EA Engagement,
23 and will engage in none of these activities in the future. CONSULTANT will maintain complete
24 confidentiality regarding services performed for the County under this Agreement, and information regarding
25 the work will not be shared with the Estolano Advisors or Better World Group team, except upon explicit
26 direction of COUNTY.

27 CONSULTANT represents that its working relationship with Estolano Advisors will not negatively
28 affect its performance of services pursuant to this Agreement, and sees no conflict of interest or any factor that

1 would restrain CONSULTANT in full and vigorous performance of services under this Agreement. As
2 required by the California Bar Association's Rules of Professional Conduct, CONSULTANT will promptly
3 inform COUNTY if any conflict of interest or limitation on CONSULTANT'S performance of services arises
4 during the term of this Agreement; will refrain from entering into attorney-client relationships that would pose
5 a direct conflict of interest; and will maintain confidentiality of privileged materials and work product.

6 **10. Insurance.** CONSULTANT shall, at its own expense, procure and maintain in full force at all
7 times during the term of this Agreement the following insurance:

8 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
9 commercial general liability insurance with limits of no less than two million dollars (\$2,000,000) combined
10 single limit per occurrence or four million dollars (\$4,000,000) aggregate limit for bodily injury, personal
11 injury, and property damage. COUNTY, its officers, agents, employees, and volunteers are to be covered as
12 an additional insured.

13 **B. Professional Liability Coverage (Errors and Omissions).** CONSULTANT shall
14 maintain professional liability insurance with coverage for all negligent errors, acts or omissions committed by
15 CONSULTANT, its agents and employees in the performance of this Agreement. The amount of this insurance
16 shall be not less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or five hundred
17 thousand dollars (\$500,000) per occurrence.

18 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
19 covenants that, with regard to any employees, it will insure itself against liability for Workers' Compensation
20 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
21 demand of the City, furnish proof that Workers' Compensation Insurance is being maintained by it in force and
22 effect in accordance with the California Labor Code. The insurer shall also agree to waive all rights of
23 subrogation against the COUNTY, its officers, officials, employees and volunteers for losses arising from
24 work performed by CONSULTANT for COUNTY. This provision shall not apply upon written verification
25 by CONSULTANT that CONSULTANT has no employees. By executing this Agreement, CONSULTANT
26 provides such verification; if during the term of this Agreement, CONSULTANT employs workers, it shall
27 comply with requirements of this paragraph D.

28 **11. Independent Contractor.** CONSULTANT is an independent contractor retained by

1 COUNTY to perform the work described herein. All personnel employed by CONSULTANT, including
2 subcontractors and personnel of said subcontractors approved by COUNTY, are not and shall not be deemed to
3 be employees of COUNTY. CONSULTANT and approved subcontractors shall comply with all State and
4 Federal laws pertaining to employment and compensation of their employees or agents, including the provision
5 of Workers' Compensation. COUNTY shall not, under any circumstances, be liable to CONSULTANT or any
6 person or persons acting for him/her/it for any death, injury, or property destruction or damage received or
7 claimed relating to or stemming from the activities undertaken pursuant to this Agreement.

8 **13. Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage
9 prepaid thereon to the parties as follows:

10 To COUNTY: Sean Quincey
11 Deputy County Administrative Officer
12 Humboldt County
825 5th St.
Eureka, CA 95501

13 To CONSULTANT: Julian Gross, Esq.
14 Law Office of Julian Gross
15 The Flood Building
870 Market Street, Suite 913
San Francisco, CA 94102

16 Notices shall be deemed effectively served upon deposit in the United States Mail, or by e-mail with
17 receipt confirmed.

18 **14. Amendment.** This Agreement may be amended, modified, or changed by the parties provided
19 that said amendment, modification, or change is in writing and approved by both parties.

20 **15. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto.
21 No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by
22 any party hereto.

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24 (cont'd)
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