



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C9**

For the meeting of: June 26, 2018

Date: June 15, 2018  
To: Board of Supervisors  
From: Jeffrey S. Blanck, County Counsel *JSB*  
Subject: Ratify Attorney-Client Fee Agreement with Gordon-Creed, Kelley, Holl & Sugerman, LLP for Legal Services

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Ratify, approve and authorize the County Counsel's office to execute the attached Attorney-Client Fee Agreement with Gordon-Creed, Kelley, Holl & Sugerman, LLP (GKHS) for legal services for juvenile dependency appeals.

SOURCE OF FUNDING:

Fund: 1160 Social Services, Budget Unit: 508 Child Welfare Services, line item: 2-715 Expert Witness.

DISCUSSION:

The Humboldt County Counsel's Office represents the Humboldt County Department of Health and Human Services (DHHS) in dependency matters. Representing DHHS includes responding to juvenile dependency appeals. The attorney who handles the appeals is currently out of the office until approximately January 2019, and the office has another vacant attorney position. There are currently thirteen (13) appeals pending before the First District. On average the office handles three (3) appeals per month. Due to the significant increase in volume and because the appeals require a rapid response, it is no longer possible for our office to keep up with

Prepared by Jeffrey S. Blanck CAO Approval *[Signature]*  
REVIEW Auditor OO County Counsel *JSB* Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ DHHS \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*  
Ayes *Bass, Fennell, Sundberg, Bohn,*  
Nays  
Abstain  
Absent *Wilson*

PREVIOUS ACTION/REFERRAL:  
Board Order No. \_\_\_\_\_  
Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/26/18  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

the work.

GKHS has experience handling overflow dependency appeals for public entities. Due the unusual circumstances requiring immediate action, County Counsel contacted GKHS and executed an agreement subject to Board ratification that will allow the firm to assist us in meeting our obligations.

FINANCIAL IMPACT:

The total estimated cost for the legal services is approximately sixty-five thousand dollars (\$65,000). There is sufficient appropriation in the current Fiscal Year 2017-18 and proposed Fiscal Year 2018-19 budget to accommodate this request.

The recommended action advances the County's core role of enforcing laws and regulations to protect residents as identified in the Board of Supervisors' 2017 Strategic Framework.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached Agreement for legal services. This option is not recommended since it will severely hamper County Counsel's ability to provide adequate legal services to the County.

ATTACHMENTS:

1. Attorney-Client Fee Agreement

Gordon-Creed, Kelly, Holl & Sugerman, LLP  
101 Montgomery Street  
Suite 2650  
San Francisco, CA 94104  
(415) 421-3100

### **ATTORNEY-CLIENT FEE AGREEMENT**

This agreement ("Agreement") is entered into between Gordon-Creed, Kelley, Holl & Sugerman, LLP ("GKHS") on the one hand, and the undersigned Client the County of Humboldt ("Client"):

1. **Conditions:** This Agreement will not take effect, and GKHS will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under paragraph 7, if any.
2. **Scope of Services:** Client is hiring GKHS to provide ongoing appellate representation of the Humboldt County Department of Health and Human Services in connection with juvenile dependency appellate litigation. GKHS will provide those legal services reasonably required to represent and defend Client in the litigation. GKHS will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Unless Client and GKHS make a different Agreement in writing, this Agreement will govern all future services. GKHS may perform for Client.
3. **Client's Duties:** Client agrees to be truthful with GKHS, to cooperate, to keep GKHS informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay GKHS's bills on a timely basis, and to keep GKHS advised of Client's address, email address, telephone number and whereabouts. Client will assist GKHS in providing necessary information and documents for the representation in the described matter.
4. **Legal Fees and Billing Practices:** Client agrees to pay Client's legal fees and costs, which will be charged by the hour at GKHS's prevailing rates for time spent on Client's matter by GKHS's legal and other personnel. GKHS bills for time in legal minimum units of tenths of hours. GKHS's hourly rates for legal personnel (and other billing rates) on this matter are set forth below.

Partner Attorneys \$275.00 per hour  
Associate Attorneys \$260.00 per hour  
Paralegals/Law Clerks \$125.00 per hour

The rates are subject to increase on 30 days' notice. If Client declines to pay the increased rates, GKHS will have the right to withdraw as attorney for Client.

The time charged will include the time GKHS attorneys spends on telephone calls relating to Client's matter, including calls with Client, other advisors or opposing counsel. GKHS

personnel assigned to Client matters may confer among themselves about such matters, as required. When they do confer, each person will charge for the time spent, unless attendance by additional personnel is for training purposes, in which case Client will not be charged for the "trainee's" time. GKHS will charge for waiting time and for travel time, both local and out-of-town. GKHS will not charge for the preparation and submission of bills, or for responding to questions related to billing.

#### 5. Costs and Other Charges

(a) In General: GKHS will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, mediators/ arbitrators fees, long distance telephone calls, facsimile, messenger and other delivery fees, postage, parking and other travel expenses, photocopying and other reproduction costs, charges for computer research time and other similar items. Costs will be listed by category but not specifically itemized on invoices. Except for in-office photocopying, all costs and expenses, if any, will be charged at GKHS's *direct* cost. In-office photocopying will be charged at \$.10 per page.

(b) Out-of-Town Travel: Client agrees to pay *pre-approved*, reasonable and actual transportation, meals, lodging and all other costs of any necessary out-of-town travel by GKHS personnel related to this matter, if any. Client will also be charged by hourly rates for travel time of GKHS personnel.

(c) Consultants and Investigators: If it becomes necessary to hire consultants or investigators, GKHS will select any consultants or investigators to be hired following consultation with Client. GKHS will not hire such persons unless Client agrees to pay consultants' fees and charges directly to the consultant or investigator.

6. Billing Statements: GKHS will send Client periodic statements for fees and costs incurred. Each statement will be due within twenty-five days of the date the bill is sent. Client may request a statement at intervals of no less than 30 days. If Client so requests, GKHS will provide one within 10 days. Client will be charged a late fee of .83 percent per month for all past-due balances. Failure of GKHS to charge a late fee for a past-due balance on any occasion does not constitute a waiver of GKHS's right to assert and collect said late fee at any time.

7. Deposit: N/A

8. Discharge and Withdrawal: Any client may discharge GKHS at any time. GKHS may withdraw with Client's consent or for a valid reason without Client's consent, provided that GKHS will take reasonable steps to avoid reasonably foreseeable prejudice to the rights of Client before any such withdrawal. A valid reason for withdrawal by GKHS will include, but not be limited to, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's refusal to cooperate with GKHS or to follow GKHS's

advice on a material matter or any fact or circumstance that would render GKHS's continuing representation unlawful or unethical.

At such time that GKHS's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable. After GKHS's services conclude, GKHS will, upon Client's request, deliver Client's file to Client along with any funds or property of Client's in GKHS's possession, whether or not Client has paid for all services.

9. **Mediation of Disputes Under This Agreement:** If a dispute arises out of or relating to any aspect of this Agreement between Client and GKHS, or the breach thereof, and if the dispute cannot be settled through negotiation, GKHS and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

10. **Disclaimer of Guarantee and Estimates:** Nothing in this Agreement and nothing in GKHS's statements to Client will be construed by GKHS as a promise or guarantee about the outcome of Client's matter. GKHS makes no such promises or guarantees. Any comments by GKHS about the outcome of Client's matter are expressions of opinion only. Any estimate of fees given by GKHS shall not be a guarantee. Actual fees may vary from estimates given.

11. **Entire Agreement.** This Agreement and any addenda contain the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. **Severability in Event of Partial Invalidity.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. **Modification by Subsequent Agreement.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. **Effective Date:** This Agreement will take effect when Client has performed the conditions stated in Paragraph 1, in which case the effective date of this Agreement will be retroactive to the date GKHS first performed services. The date at the end of this Agreement is for reference only. Even if this Agreement is not signed, Client will pay GKHS the reasonable value of any services GKHS may have performed for Client.

[Signatures on following page.]

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THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE GKHS FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

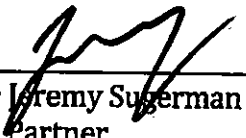
Dated: June 12, 2018

Dated: June 12, 2018

County of Humboldt

Gordon-Creed, Kelley, Holl  
& Sugerman, LLP

  
By: Jeffrey S. Blanck  
County Counsel

  
By: Jeremy Sugerman  
Partner