



50 California Street, 34th Floor
San Francisco, CA 94111
(415) 421-3100
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ATTORNEY-CLIENT FEE AGREEMENT

This agreement ("Agreement") is entered into between Gordon-Creed, Kelley, Holl & Sugerman, LLP ("GKHS") and the undersigned client 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. Unless Client and GKHS make a different Agreement in writing, this Agreement will govern all future services GKHS may perform for Client.

2. Scope of Services: Scope of Services: Client is hiring GKHS to provide:

(a) Ongoing appellate representation of the Humboldt County Department of Health and Human Services in connection with juvenile dependency appellate litigation, including advice on juvenile dependency litigation and appeals;

(b) Other legal representation of advice as needed and as specifically identified by Client or by County Counsel.

GKHS will provide those legal services reasonably required to represent Client. 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 cooperate with GKHS, 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/Senior Counsel with 15 years or more experience: \$410.00 per hour
Associate Attorneys: \$385.00 per hour
Paralegals/Law Clerks: \$150.00 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 spend on telephone calls relating to Client's matter, including calls with Client, courts, 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, mediator's/arbitrator's fees, messenger and other delivery fees, parking and other travel expenses, significant reproduction costs, outside vendors, and other similar items. Costs will be listed by category but not specifically itemized on invoices. Unless otherwise agreed, all costs and expenses will be charged at GKHS's cost.

(b) **Out-of-Town Travel:** While GKHS does not foresee out-of-town travel in connection with this representation, Client agrees to pay 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 necessary and following approval from Client*. 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 periodic statements for fees and costs incurred, delivered to Client by email to Teri Gridley, TGridley@co.humboldt.ca.us. Each statement will be due within 25 days of the date the bill is sent. Client may request a statement at intervals of no less than 30 days. Past due balances will incur a late fee of .83 percent per month. Failure 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 late fees at any time.

7. Deposit: GKHS will not request a deposit at this time. GKHS may require a deposit in the future in the event invoices are past due. In such event, Client will deposit the requested amount with GKHS before GKHS will perform further services. The amount will be deposited by GKHS in GKHS's attorney-client trust account, which is non-interest bearing. The deposit will be held in the GKHS trust account during the Term of this Agreement and will be used as security to pay the *final* invoice for fees and costs incurred. During the Term of this Agreement, Client agrees to pay GKHS's invoices promptly and on a monthly basis in accordance with the provisions of this Agreement. Client hereby authorizes GKHS to withdraw sums from the deposit held in the trust account to pay for GKHS's services and costs incurred on Client's behalf. Payment from the trust account will be made upon remittance to Client of a billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

If GKHS withdraws funds from the deposit to pay fees and costs incurred and billed, GKHS reserves the right to demand further deposits, and Client agrees to pay all deposits after the initial deposit within seven days of GKHS's demand. Unless otherwise agreed in writing, any unused deposit at the conclusion of GKHS's services will be refunded.

8. Conflicts of Interest: GKHS is not currently aware of any conflicts of interest that would prevent representing Client as described above. However, as GKHS has many other clients, it is possible that during the time we represent Client, some of our present or future clients will have disputes or transactions with or involving Client or its affiliates. In light of the foregoing, Client agrees that our representation of Client will not prevent us from representing existing or new clients that may have interests adverse to Client or its affiliates, so long as the matter for the other client is neither substantially related to our work for Client nor is a litigation against Client.

By agreeing to the terms in this letter, Client will be waiving any conflict of interest that might arise in the situations that we have described and agreeing not to seek to disqualify us or to assert a conflict in those engagements. GKHS agrees that Client's consent to and waiver of conflicting representations in the

preceding paragraphs do not permit GKHS, without Client's prior consent, to disclose to another client confidential information about Client that we learn during our representation of Client that could be used in the other matter by the other client to the detriment of Client.

9. Discharge and Withdrawal: 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. GKHS will deliver only electronic documents, as GKHS does not maintain paper files.

10. 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. Failure to engage in mediation, however, shall not either party's right to proceed to any other dispute resolution procedure.

11. 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.

12. Insurance: GKHS maintains Professional Liability (Errors and Omissions) insurance, with limits of \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit, covering wrongful acts, errors, and omissions. Aggregate limits for professional liability are separate and in addition to any CGL aggregate limit. For claims-made coverage GKHS will maintain a minimum of three years extended reporting period or tail coverage. GKHS will provide Client with a certificate of insurance for such policy before any services begin.

13. Entire Agreement. This Agreement contains 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.

14. 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.

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

16. Effective Date and Term: This Agreement will take effect when executed by Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE EFFECTIVE DATE.

Dated: May __ 2026

COUNTY OF HUMBOLDT

BY: _____
Scott A. Miles
Interim County Counsel

Dated: May __ 2026

GORDON-CREED, KELLY,
HOLL & SUGERMAN, LLP

BY: _____
Jeremy Sugerman
Partner