

AGREEMENT FOR LEGAL SERVICES

This Agreement dated as of January 1, 2022 (“Effective Date”), is made by and between the County of Sonoma (“County”) and Liebert Cassidy Whitmore (“Attorneys”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorneys specialize in labor relations legal services, and have significant experience and recognized expertise in the area of labor relations and related legal services, and

WHEREAS, the Sonoma County Board of Supervisors has determined that Attorneys’ assistance is needed in connection with MOU negotiations and related legal services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Services. Attorneys will provide labor relations and related legal assistance to County and shall perform the services described in “Exhibit A” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work,”) and within the times or by the dates provided therein.
2. Compensation. Compensation to Attorneys for services shall be at the rates and retainer set forth in “Exhibit B,” attached hereto and incorporated herein, provided however that the total payments hereunder shall not exceed \$850,000. Should the County elect to extend the agreement beyond December 31, 2025, fees shall not exceed an additional \$400,000. The rates set forth in Exhibit B shall not be adjusted without a formal amendment to this Agreement.

Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on December 31, 2025 unless terminated earlier in accordance with the terms herein. Prior to the expiration of the initial term on December 31, 2025, the County may elect to extend the agreement an additional two year period by giving notice, in writing, of the intent to exercise the two year extension, at the same rate of compensation and subject to the contract cap set forth in Paragraph 2 above.

3. Standard of Care. County has relied on the professional ability, professional experience, and training of Attorneys as a material inducement to enter into this Agreement. Attorneys warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by County of work performed by Attorneys shall not operate as or be interpreted to be a waiver or release.

4. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to the Human Resources Department and one copy to County Counsel's office, and shall include the following information:

- a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
- b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
- c. Separate itemization of non-legal costs by type.
- d. Total fees and costs of the matter to date.
- e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
- f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

“I have personally examined this billing statement. All entries are in accordance with the Agreement for Labor Relations and Related Legal Services, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the County.

5. Non-Reimbursable Services. Attorneys shall not be reimbursed for any of the following expenses:

- a. Travel expenses, except to the extent approved in accordance with Section 7 below or as set forth in Exhibit B.
- b. Unnecessary messenger or express mail charges.
- c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
- d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
- e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
- f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.

- g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - i. Replacement attorney learning time or other ramp-up learning costs.
 - j. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
7. Direction and Extraordinary Expenses. All direction and control of Attorneys' work for the County will be by the Human Resources Department in consultation with the Sonoma County Counsel's Office as coordinated by Debbie Latham, Chief Deputy County Counsel or such other person as may be designated by the County Counsel. Attorneys shall seek pre-approval from the Human Resources Director, Employee & Labor Relations Manager or County Counsel's Office for all extraordinary expenses before the same is incurred by Attorneys. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and Attorneys, and out-of-town travel.
8. Termination. This Agreement may be terminated by County at any time, subject to equitable proportional payments due to Attorneys. All files, written material, and documents will be transferred to the County upon such termination. Attorneys will be available to consult with County Counsel or, should one be retained, with the County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Human Resources Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
9. Withdrawal. Attorneys may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
10. No Suspension or Debarment. Attorneys warrant that none of its employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorneys also warrant that they are not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorneys or any employee of Attorneys becomes debarred, Attorneys have the obligation to inform the County.
11. Status of Attorneys. The parties intend that Attorneys, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorneys shall acquire no rights or status in the service of the County. Attorneys are not to be considered an agent or employee of the County and are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County

provides its employees. In the event County exercises its right to terminate this Agreement pursuant to the terms herein, Attorneys expressly agree that Attorneys shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorneys and County and by way of execution of a written modification to this Agreement.
13. Insurance. With respect to performance of work under this Agreement, Attorneys shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in "Exhibit C," which is attached hereto and incorporated herein, by this reference.
14. Indemnity. Attorneys agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorneys, arising out of or in connection with the negligent performance or willful misconduct of Attorneys hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole or active negligence or due to the willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorneys or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorneys shall be liable to the County for any loss or damage to the County property arising from or in connection with Attorneys' negligent performance or willful misconduct hereunder.
15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorneys of Attorney's obligations under the Rules of Professional Conduct.
16. Merger. 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.
17. Taxes. Attorneys agree to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorneys agrees to indemnify and hold the County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorneys' failure to pay, when due, all such taxes and obligations. If the County is audited for compliance regarding any withholding or other applicable taxes, Attorneys agree to furnish the County with proof of payment of taxes on these earnings.
18. Conflict of Interest. Attorneys covenants that Attorneys presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of the services hereunder. Where the County deems that there is an actual or potential conflict of interest in Attorneys representing another party in a matter, the County must waive any such actual or potential conflict before Attorneys may represent such other party.

19. Nondiscrimination. Attorneys shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
20. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

To County: Janie Carduff, Employee and Labor Relations Manager
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403

To Attorney: Morin Jacobs, ESQ
135 Main Street, 7 Floor
San Francisco, CA 94105

Copy to: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Debbie Latham

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

22. No Waiver of Breach. The waiver by the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.

24. AIDS Discrimination. Attorneys agree to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

25. Statutory Compliance. Attorneys agree to comply with all applicable federal, state and local laws, regulations, statutes and policies.

26. Survival of Terms. All express representations, waivers, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

27. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:
*[Liebert Cassidy Whitmore]

COUNTY:
COUNTY OF SONOMA

By: _____

By: _____

Date: _____

Date: _____

1.

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer
Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
* [County Counsel]

Date: _____

Exhibit A

Scope of Services

Services referenced in this scope of work will be available to County from the law firm of Liebert Cassidy Whitmore through the services of Richard Bolanos, Heather Coffman and Erin Kunze, located in the State of California, USA.

Payments

Attorneys agree, upon request from County (or on an “as needed basis”) to provide labor relations and related legal services based on the fee schedule set forth in “Exhibit B.”

Attorneys will perform these services as requested from time to time by the County as the County, in its sole discretion, deems appropriate.

Scope of Services

Assist the Director of Human Resources and Employee & Labor Relations Manager, and/or designees, in advising and consulting with the Board of Supervisors, the County Administrative Officer, and County Counsel and/or designee on matters relating to labor contract negotiations, and other labor relations related serves, including but not limited to:

- Serve as chief negotiator or designated representative for labor contract and other negotiations between the County and its bargaining units, including fact finding and impasse procedures, should they be required. Negotiations may be multiple and concurrent.
- Provide research and consultation on current trends, practices, and community standards of other public employers on a variety of labor related issues. Recommend proposals based on current market/economic data.
- Provide professional advice to the County team regarding the drafting of County contract proposals or amendments, including MOU audits as requested, as well as potential options and strategies for reaching agreement during negotiations.
- Coordinate with County staff and the bargaining unit’s chief negotiator to schedule labor negotiation sessions. Attend negotiating sessions and other related meetings.
- Assist in the formulation and preparation of cost analysis of management and union proposals.
- As requested, write closed session memos and attend County Board of Supervisor’s closed sessions to brief the Board on the progress of negotiations and to seek policy direction.
- Direct the completion of the final memoranda of understanding to ensure its consistency with negotiated intent.
- Provide advice and assistance to the Board and County staff in other areas of labor relations (for example, grievances, mediations, PERB complaints, policy development, interpretation and implementation etc.).
- Analyze and provide formal legal opinions on collective bargaining matters.
- Provide assistance in developing contract language that is clear, unambiguous, and protects the County’s interests.

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- Provide input and guidance on a negotiation communication strategy to provide negotiation updates to County employees and the public.
- Provide legal advice and related services as requested by the County.
- As necessary, provide fact-finding, grievance/arbitration, employment related litigation, unfair practice charges, and written labor relations/employment law opinions and services.

Exhibit B Cost of Services

The rates for requested services are set forth below:

Staffing	Regular Hourly Rate*
Partners – Richard Bolanos Primary	\$380
Associate Attorney – Heather Coffman	\$290
Associate Attorney – Erin Kunze	\$270
Paralegals	\$135

Expenses and Costs:

There shall be no charge for secretarial time, telephone charges, or for in-house copies. Copy charges at the actual rate paid to third party vendors or at an in house rate of \$.15 per page may be charged when the copies are part of a court filing, hearing, and other administrative proceeding. There is a charge \$.50 per page for outgoing faxes. There is no charge for incoming faxes.

Travel: Travel time capped at 120 minutes round trip. Time spent performing work for other clients during travel time will not be charged to the County. Meals, lodging, and mileage expenses are not charged to the County.

Billing Practices:

Invoices are payable upon receipt and due within 30 days. Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments on 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys and paralegals, the time actually spent working on the item, and the billing rate of the timekeeper. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

*Firm will not increase the hourly rates during the term of the agreement; nor will firm charge more than 120 minutes travel time (round trip) for time spent solely traveling to and from County office.

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, Attorneys shall maintain and shall require all of its subcontractors, Attorneys, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Attorneys from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance.
 - a. Required if Attorneys have employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance.
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Attorneys maintain higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Attorney.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Attorneys are responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Attorneys have a claim against the insurance or is named as a party in any action involving the County.
 - d. County of Sonoma, its officers, agents, and employees shall be additional insureds for liability arising out of operations by or on behalf of the Attorneys in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Attorneys and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Certificate of Insurance.
- 3. Automobile Liability Insurance.
 - a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Attorneys currently own no autos, Attorneys agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 4. Professional Liability/Errors and Omissions Insurance.
 - a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
- 5. Standards for Insurance Companies.

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 6. Documentation.
 - a. The Certificate of Insurance must include the following reference: Liebert Cassidy Whitmore – Agreement for Labor Relations and Related Legal Services to County of Sonoma.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorneys agree to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, County Counsel's Office, Attn: Ali Ostello, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Attorneys shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations.

Attorneys' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach.

If Attorneys fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Attorneys resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Attorneys, County may deduct from sums due to Attorneys any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.