

LEGAL SERVICES AGREEMENT

This Agreement dated as of September 15, 2021 ("Effective Date"), is made by and between the Sonoma County Counsel's Office on behalf of the County of Sonoma ("County") and Rachel Bavis ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney has experience and recognized expertise in the representation of counties in juvenile dependency cases before the California Court of Appeals and the Supreme Court, and

WHEREAS, the Sonoma County Counsel has determined that its attorneys representing the Sonoma County Human Services Department, Family Youth & Children's Division, in juvenile dependency cases need assistance with researching and drafting appellate briefs and other filings in cases pending before the Court of Appeals or the Supreme Court.

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

AGREEMENT

1. Services. Attorney will provide the services described in Exhibit A on an as needed basis. Exhibit A is attached hereto and incorporated by reference. Requests for services shall be made through the Office of the County Counsel. Attorney may decline any request for services in her sole discretion.
2. Attorney's Key Personnel. Rachel Bavis is a key person whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Attorney shall assign no other personnel to the services provided for in this Agreement.
3. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided however that total payments hereunder shall not exceed \$50,000. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.
4. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2022.
5. Standard of Care. County Counsel has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney 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 Attorney shall not operate as or be interpreted to be a waiver or release.

6. Billing and Timekeeping. Billing statements shall be provided on a monthly basis to the Office of the County Counsel 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. All invoices submitted must include the following statement signed by Attorney:

“I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, 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.”
7. Expenses and Costs. Attorney shall not be reimbursed for any expenses or costs without advance written authorization of the Office of the County Counsel.
8. Direction. All direction and control of Attorney’s work will be by the Sonoma County Counsel’s Office and in conjunction with the Chief Deputy of the Health and Human Services Practice Group.
9. Termination. This Agreement may be terminated by County Counsel at any time, subject to payment for services performed by Attorney up to the termination date. All files, written material, and documents will be transferred to the County Counsel upon such termination.
10. Status of Attorney. The parties intend that Attorney, 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. Attorney shall acquire no rights or status in the service of the County. Attorney is not to be considered an agent or employee of the County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County provides its employees. In the event County Counsel exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
11. 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 Attorney and County Counsel and by way of execution of a written modification to this Agreement.

12. Insurance. With respect to performance of work under this Agreement, County's insurance requirements are waived in accordance with Exhibit B, which is attached hereto and incorporated by reference.
13. Professional Liability Insurance Disclosure. Pursuant to the Rules of Professional Conduct Rule 1.4.2, Attorney hereby discloses that Attorney does not carry professional liability or malpractice insurance. County agrees to hold the Attorney harmless from any liability which the County may incur in relation to any services provided under this Agreement.
14. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
15. 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.
16. Taxes. Attorney agrees 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. Attorney 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 Attorney's failure to pay, when due, all such taxes and obligations. If the County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.
17. Conflict of Interest. Attorney covenants that Attorney presently has 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 Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney may represent such other party.
18. Nondiscrimination. Attorney 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.

19. 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.
20. 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:

Office of the County Counsel:

575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Chief Deputy Phyllis Gallagher
Phyllis.gallagher@sonoma-county.org

Attorney:

Rachel M. Bavis
5905 Southeast 62nd Avenue
Portland, OR 97206
rachelbavis@gmail.com

And when so addressed, shall be deemed given upon the date emailed. 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.

21. 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.
22. 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.
23. AIDS Discrimination. Attorney agrees 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.
24. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this

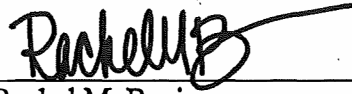
Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

25. 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.

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

Dated: September 30, 2021

Attorney:

aBy: 
Rachel M. Bavis

Dated: _____, 20__

Sonoma County Counsel's Office

By: _____
Robert H. Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR SONOMA COUNTY
HUMAN SERVICES DEPARTMENT:

Dated: _____

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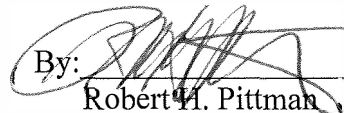
Dated: _____, 20__

Attorney:

By: _____
Rachel M. Bavis

Dated: 29 Sept., 2021

Sonoma County Counsel's Office

By:  _____
Robert H. Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR SONOMA COUNTY
HUMAN SERVICES DEPARTMENT:

Dated: _____

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Dated: _____, 20__

Attorney:

By: _____
Rachel M. Bavis

Dated: _____, 20__

Sonoma County Counsel's Office

By: _____
Robert H. Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR SONOMA COUNTY
HUMAN SERVICES DEPARTMENT:

Dated: 9/30/21

EXHIBIT A

Attorney will research and provide County Counsel with a draft appellate brief in juvenile dependency matters at the request of the Office of the County Counsel and as mutually agreed upon by Attorney.

Attorney will research and provide County Counsel with draft motions and oppositions to motions filed in dependency cases pending in the Court of Appeals or Supreme Court at the request of the Office of the County Counsel and as mutually agreed upon by Attorney.

Attorney will provide consultation to the Office of the County Counsel as mutually agreed upon by Attorney.

Attorney will review and provide comment on appellate briefs and other filings in juvenile dependency cases prepared by attorneys in the Office of the County Counsel as mutually agreed upon by Attorney.

The Office of the County Counsel will be responsible for costs associated with providing Attorney with the appellate record and other needed documents filed in the case.

The Office of the County Counsel will be responsible for finalizing, signing, and filing the appellate brief and other filings in the appellate court. All filings shall be done exclusively under the name and license of the County Counsel.

RATE

Attorney will be paid an hourly rate of \$250.00

Attorney is guaranteed a minimum of one appellate brief during the term of this Agreement.