

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the ORANGE COUNTY SANITATION DISTRICT (“District”).

### **1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

### **2. Attorney’s Services**

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

### **3. Fees, Costs, Expenses**

In consideration of the labor negotiation services to be provided under this Agreement, the District agrees to pay Attorney retainer fees in the amount of Five Thousand Two Hundred Ninety Dollars (\$5,290.00) per month for three bargaining unit negotiations for a period of twelve (12) months. This retainer fee includes up to one hundred seventy-four (174) hours of Attorney time over the term of this agreement. Attorney time in excess of 174 hours and time devoted to post-mediation impasse proceedings, such as factfinding or interest arbitration, will be billed at the regular hourly rates identified below.

Attorney’s regular hourly rates are from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00) for Attorneys. See Schedule I for a full Fee Schedule.

The current hourly rate for Laura Kalty is \$380.00. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification of any adjustment in the range of rates. Attorneys, paraprofessionals and litigation support staff bill their time in minimum units of one-tenth of an hour.

#### Other Expenses

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

#### **4. Professional Liability Insurance**

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

#### **5. Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest

incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

**6. File Retention**

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

**7. Assignment**

This Agreement is not assignable without the written consent of District.

**8. Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

**9. Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

**10. Term**

The term of this Agreement shall be for Twelve (12) months for the period covering October 1, 2021 through October 31, 2022, and may be modified by mutual agreement of the parties.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

ORANGE COUNTY  
SANITATION DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John B. Withers

Title: \_\_\_\_\_

Title: Board Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paraprofessionals & Litigation Support	\$135.00 - \$175.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
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