

## **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 the employment relations matter, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

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

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, and not to exceed 180 hours unless approved by the District.

The current range of hourly rates for Attorney time is from Two Hundred Seventy to Four Hundred Fifty Dollars (\$270.00 - \$450.00). See Schedule I for a full Fee Schedule. The current hourly rate for Laura Kalty is \$450.00. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effectively July 1. Attorney will provide the Client with written notification of any adjustment in the range of rates. Attorney bills its 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. Artificial Intelligence**

ATTORNEY policy permits attorneys to utilize generative artificial intelligence (“AI”) tools, e.g. Lexis+ AI, in the performance of their work, but only in compliance with the firm’s Use of Artificial Intelligence Tools policy. Attorneys may use AI tools to assist in researching and preparing initial drafts. Attorneys may not use AI work product without applying their own independent legal judgment. They may not disclose confidential information to unsecure AI tools, and carefully check all AI-generated results for both accuracy and bias.

#### **5. 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.

**6. 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.

**7. 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.

**8. Assignment**

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

**9. 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.

**10. 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.

**11. Term**

This Agreement is effective September 12, 2024, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

ORANGE COUNTY  
SANITATION DISTRICT

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

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

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

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

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

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

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

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

## SCHEDULE I – FEES & COSTS

### 1. Hourly Rates (As of Agreement Effective Date)

Partners	\$450.00
Senior Counsel	\$375.00
Associates	\$270.00 - \$355.00
Labor Relations/HR Consultant	\$290.00
Compensation/Classification Consultant	\$210.00
Paralegals	\$145.00
E- Discovery Specialists	\$175.00
Law Clerks	\$145.00 - \$185.00

### 2. COSTS

1. Photocopies	\$0.15 per copy
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