

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, dated February 27, 2018, is made by and between

COUNTY OF SHASTA, through its
OFFICE OF THE COUNTY COUNSEL
("COUNTY")
and

JOHN H. HAGAR
("FIRM")

WHEREAS, COUNTY desires to contract for professional legal services; and

WHEREAS, FIRM is particularly qualified to perform the required services due to its legal competence and expertise.

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This Agreement shall commence October 6, 2017, and shall continue for five years or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A (and any other matter(s) or cases COUNTY, through its County Counsel, assigns to FIRM as provided in this Agreement), whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. **FIRM'S SERVICES AND RESPONSIBILITIES**

FIRM shall act as counsel to COUNTY and its officers and employees in matters or cases assigned to firm.

FIRM shall make every effort to provide the most cost-effective services possible to COUNTY and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

FIRM shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

FIRM shall coordinate with County Counsel in performing services under this Agreement and shall report to COUNTY's Board of Supervisors, or to the County staff, as requested, regarding the matters or cases it is handling.

FIRM shall obtain County Counsel's written approval before retaining any consultant or expert witness.

FIRM shall assist County Counsel in settlement evaluations and negotiations, and shall obtain COUNTY's authority before making any settlement proposal on COUNTY's behalf or to the Court or to any other party to the case(s).

FIRM shall immediately notify County Counsel verbally and in writing when a judgment, verdict or other award is rendered.

FIRM shall provide to County Counsel copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. FIRM shall also provide copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

In order to contain costs, many of FIRM's communications with COUNTY will be by way of telephone calls to County Counsel. However, FIRM shall provide County Counsel, reports or analyses as requested.

4. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

John H. Hagar: \$250.00/hr.

B. **Expenses**

COUNTY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that COUNTY is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but not be limited to:

- (a) Deposition fees.
- (b) Transcript fees.
- (c) Messenger service.
- (d) Process service.

- (e) Document reproduction by an outside vendor.
- 2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:
 - (a) Consultants' fees.
 - (b) Expert witnesses' fees.
 - (c) Expenses for travel outside the counties of Shasta and the County in which the case is filed.
 - (d) Investigative services costs.
 - (e) Other expenses approved in advance by County Counsel.
- 3. Non-reimbursable expenses shall include, but not be limited to:
 - (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - (b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.
 - (c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.

5. **BILLINGS AND PAYMENTS**

A. **Billings**

- 1. FIRM shall submit its itemized billing statement monthly to County Counsel; however, FIRM shall provide an interim billing upon request of County Counsel or if outstanding fees and costs exceed \$10,000.
- 2. The original billing statement(s) and one copy shall be submitted to:

County Counsel
1450 Court Street, Suite 332
Redding, California 96001
- 3. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include original invoices for reimbursement of expenses. FIRM understands that COUNTY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice is submitted.
- 4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11E.

B. **Payments**

1. COUNTY's legal, risk management and accounting staff shall review all billing statements.
2. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

6. **TERMINATION**

This Agreement may be terminated in whole or in part at any time COUNTY, in its sole discretion, deems termination to be in its best interest. COUNTY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at COUNTY's request, transfer pending files or complete specified services, which may include a final report.

7. **TERMINATION DUE TO CONFLICT OF INTEREST**

If either FIRM or COUNTY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or COUNTY may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

8. **CLOSING REPORT UPON TERMINATION**

Upon COUNTY's request, FIRM shall deliver a *Closing Report* to COUNTY in the format required by COUNTY, after termination of this Agreement.

9. **NOTICES**

Unless COUNTY consents to receipt of notices and required reports via electronic means, all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or FIRM at the addresses below, or at any other address COUNTY or FIRM shall provide in writing to each other:

A. If to COUNTY:

Shasta County Counsel
1450 Court Street, Suite 332
Redding, CA 96001

Copies of reports, but not notices or bills, shall also be sent to:

Shasta County Risk Management
1450 Court Street, Suite 348
Redding, CA 96001

B. If to FIRM:

Law Office of John Hagar
5843 Valle Vista Ct
Granite Bay, CA 95746-8215

10. **ASSIGNMENT**

- A. No part of this Agreement or any right or obligation arising from it is assignable without COUNTY's written consent.
- B. However, FIRM may retain consultants and experts as FIRM deems appropriate after receiving COUNTY's written approval.

11. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

- 1. FIRM shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of COUNTY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY.
- 2. FIRM shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to FIRM's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.
- 3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless COUNTY, its elected officials, officers,

employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

4. FIRM shall also, at FIRM's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

B. Independent Contractor Status

1. This Agreement is between the COUNTY and FIRM and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and FIRM.
2. FIRM understands and agrees that all FIRM personnel furnishing services to COUNTY under this Agreement are employees solely of FIRM and not of COUNTY for purposes of workers' compensation liability.
3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

C. Governing Laws

This Agreement shall be construed in accordance with the laws of the State of California.

D. Record Retention and Inspection

Within ten (10) days of COUNTY's written request, FIRM shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless COUNTY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

E. Communications With COUNTY

FIRM understands that the County Counsel is the legally empowered legal

representative of the COUNTY and its officers and employees and FIRM shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY, its Board of Supervisors or any other officers or employees.

F. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

G. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

12. **CONTRACT DOCUMENTS**

- A. Attachments A is attached and incorporated as part of this Agreement. The attachment is titled as follows:

Attachment A - List of Assigned Matters and Cases

- B. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and FIRM which supersedes all previous written or oral Agreements, and all prior communications between the COUNTY and FIRM relating to the subject matter of this Agreement.

The Agreement between COUNTY and FIRM dated October 29, 1991, with amendments dated September 19, 1996 and December 17, 2002, is terminated upon the execution of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, COUNTY and FIRM have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: _____

ATTEST:

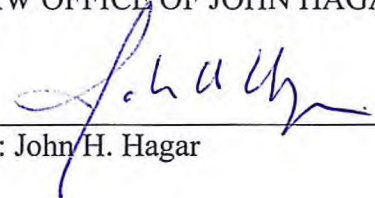
Clerk of the Board of Supervisors
County of Shasta

Les Baugh LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

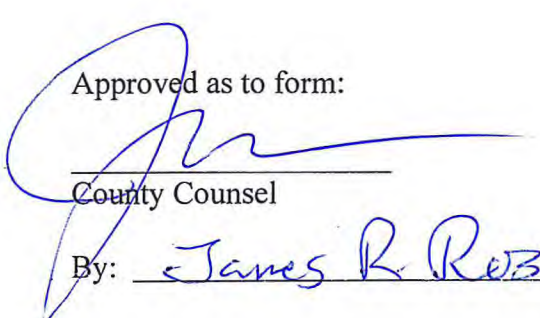
By: _____
Deputy

LAW OFFICE OF JOHN HAGAR

Date: 2/15/18

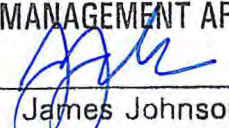

By: John H. Hagar

Approved as to form:


County Counsel

By: James R. Roberts

RISK MANAGEMENT APPROVAL

BY:  02/27/18
James Johnson
Risk Management Analyst

ATTACHMENT A

LIST OF MATTERS AND CASES ASSIGNED TO FIRM

	Matter or Case Name
	Jewett, et. Al. v. County of Shasta, et al.
	Ongoing Jail Consultation and Advice