Subject: Agreement with Hollister Law Corporation for Legal Services

Department: County Counsel

Contact: Bruce Alpert  Phone: 530.552.4070

Meeting Date Requested: May 21, 2019

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

County Counsel recommends approval of an agreement with Hollister Law Corporation for legal services related to federal bankruptcy court actions. The agreement supersedes the previous agreement with the County, increasing the hourly rate from $250 per hour to $300 per hour.

The term of the agreement is from April 1, 2019 through March 31, 2022.

Fiscal Impact:

Costs are included in the current year budget.

Personnel Impact:

None.

Action Requested:

Approve agreement and authorize the Chair to sign.

Administrative Office Review: Sang Kim, Deputy Chief Administrative Officer

Revised: April, 2019
AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE COUNTY OF BUTTE
AND
HOLLISTER LAW CORPORATION

THIS AGREEMENT, is made and entered into April 29, 2019, by and between the COUNTY OF BUTTE, a legal subdivision of the State of California (hereafter “COUNTY”) and the law firm of Hollister Law Corporation (hereafter “ATTORNEY”).

RECITALS:

WHEREAS, COUNTY desires to contract with ATTORNEY for the provision of legal services related to representation as agreed from time to time by Attorneys in proceedings and cases arising in or related to federal bankruptcy court actions, (hereafter “PROCEEDINGS”);

WHEREAS, ATTORNEY is specially trained, experienced, expert, and competent to perform such services in connection with the PROCEEDINGS; and;

WHEREAS, the parties desire to memorialize the terms and conditions under which special legal services shall be furnished to COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this agreement, the parties hereby agree as follows:

AGREEMENT:

1. SCOPE OF SERVICES

A. ATTORNEY shall provide adequate legal services in a competent and professional manner to COUNTY on behalf of COUNTY and the COUNTY Board of Supervisors in connection with the PROCEEDINGS, as determined by the reasonable judgment of ATTORNEY in consultation with the COUNTY Board of Supervisors and as directed by Butte County Counsel in accordance with the terms and conditions of this agreement;

B. Legal services shall include all activities of ATTORNEY necessary and reasonable in performance of the scope of services described in this agreement;

C. Services shall include assisting the COUNTY Board of Supervisors with PROCEEDINGS in accordance with this contract. ATTORNEY shall consult with Butte County Counsel on all significant matters during the course of such assistance and representation, and provide Butte County Counsel with an advance copy of all letters and documents to be submitted on behalf of COUNTY.
2. **TERM**

This Agreement shall remain in full force and effect from April 1, 2019 to March 31, 2022.

COUNTY may terminate this Agreement at any time upon reasonable notice to ATTORNEY. During the period of the notice, ATTORNEY shall continue to work under this Agreement and act in the best interests of COUNTY. At the end of the period of notice, all work by ATTORNEY shall cease and ATTORNEY shall promptly deliver all files relating to the PROCEEDINGS to the Butte County Counsel, or his or her designated representative, so that COUNTY will not be prejudiced by any delay.

3. **COMPENSATION**

A. **ATTORNEY FEES:** COUNTY agrees to pay ATTORNEY the following hourly rates, which shall be in effect upon execution of the Agreement, unless otherwise agreed to by written amendment to this Agreement:

See “Exhibit A – Fee Schedule”

The above rates shall be based upon ATTORNEY’S actual time expended in rendering the required legal services under this Agreement. ATTORNEY will charge in one-tenth hour (six-minute) increments, rounded to the nearest tenth of an hour. The minimum time charged for any particular activity will be one-tenth hour.

B. **EXPENSES:** In addition to the hourly fee, COUNTY agrees to reimburse ATTORNEY for the following expenses:

1. The cost of reproducing, transmitting, and filing documents necessary to ATTORNEY’s representation of COUNTY;

2. Travel expenses and mileage at the current federal mileage rate incurred in connection with representation of COUNTY, which shall be authorized in advance by Butte County Counsel. Appropriate receipts shall be provided by ATTORNEY in connection with any request for travel expense reimbursement.

No additional expenses, with the exception of those listed above or set forth on Exhibit A–Fee Schedule, shall be paid to ATTORNEY without proper prior approval, signed by Butte County Counsel or his or her designee.

4. **TERMS OF PAYMENT**

A. Payment for full and complete satisfactory performance of such services prescribed in this Agreement shall be paid to ATTORNEY within thirty (30) days of COUNTY’S receipt of properly itemized invoice with appropriate accompanying receipts to COUNTY by ATTORNEY. Each itemized invoice shall itemize each task performed and the corresponding date with an adequate description of the work done.

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5. REPRESENTATIONS BY ATTORNEY

A. ATTORNEY represents that each attorney working on the PROCEEDINGS is an attorney at law admitted to practice in the State of California in good standing.

B. ATTORNEY states that this Agreement reasonably compensates ATTORNEY for all foreseeable fees, costs and expenses to be expended in the proper and competent defense of said PROCEEDINGS.

6. INDEPENDENT CONTRACTOR

A. In the performance of the work, duties, and obligations provided under the terms of this Agreement, it is mutually understood and agreed that ATTORNEY is an independent contractor.

B. It is mutually understood and agreed that no employer-employee relationship is created and ATTORNEY shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state, or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to ATTORNEY or his agents and employees, if any.

C. It is mutually agreed and understood that ATTORNEY, his agents and employees, if any, shall have no claim under this Agreement or otherwise against COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

7. RECORDS, OWNERSHIP OF INFORMATION AND WORK PRODUCT

All professional and technical information developed under this Agreement, all reports, information, related data, work sheets, work product, findings, and conclusions furnished under this Agreement ("Work Product") become the property of COUNTY, shall be confidential until COUNTY makes the Work Product available for public inspection, and shall not be made available by ATTORNEY to any person or entity, or published by ATTORNEY without the prior written authorization of COUNTY.

ATTORNEY shall deliver the original documents with respect to all matters covered under this Agreement upon completion of Agreement services and ATTORNEY shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of four (4) years after the furnishing of all such services.
8. **COMPLETENESS OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

9. **COUNTY NOT OBLIGATED TO THIRD PARTIES**

COUNTY shall not be obligated or liable hereunder to any party other than ATTORNEY.

10. **AMENDMENTS TO AGREEMENT**

This Agreement may not be modified, changed, or amended, except by written agreement properly executed by COUNTY and ATTORNEY.

11. **STANDARDS OF PRACTICE**

Standards of practice of ATTORNEY shall be determined by all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in the Agreement.

12. **NOTICES**

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>ATTORNEY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butte County Counsel</td>
<td>George Hollister</td>
</tr>
<tr>
<td>25 County Center Drive, Suite 210</td>
<td>Hollister Law Corporation</td>
</tr>
<tr>
<td>Oroville, CA 95965</td>
<td>5150 Fair Oaks Blvd., Ste. 101-286</td>
</tr>
<tr>
<td></td>
<td>Carmichael, CA 95608-5758</td>
</tr>
</tbody>
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13. **ASSIGNMENT PROHIBITED**

ATTORNEY shall not subcontract or consign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or entity without the express written approval of COUNTY.

14. **CONFLICT OF INTEREST**

ATTORNEY warrants and covenants that no official or employee of COUNTY, nor any business entity in which an official of COUNTY has an interest has been employed or retained to solicit or aid in the procuring of the Agreement, nor that any such person will be employed in the performance of such Agreement without immediate divulgence of such fact to COUNTY.
15. **INDEMNITY**

ATTORNEY shall indemnify, defend, and save harmless COUNTY, its agents, officers and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including, but not limited to ATTORNEY'S negligent acts or omissions, arising out of the performance of this agreement, except liabilities and claims for damages (including reasonable attorney fees) resulting from ATTORNEY'S professional negligence which may be covered by ATTORNEY'S professional liability insurance and except for any liabilities and claims for damages (including reasonable attorney fees) caused by COUNTY'S negligence or willful misconduct.

16. **INSURANCE**

Without limiting COUNTY's rights concerning indemnity under paragraph 15 of this Agreement, or against any third parties, ATTORNEY, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the entire term of this Agreement:

A. One or more policies of professional liability insurance with limits of coverage of not less than One Million Dollars ($1,000,000.00) per occurrence with an annual aggregate of One Million Dollars ($1,000,000.00);

B. A policy of commercial general liability insurance with limits of coverage of not less than One Million Dollars ($1,000,000.00) per occurrence; and annual aggregate of One Million Dollars ($1,000,000.00); and

C. A policy of workers compensation insurance, as required by the California Labor Code, providing full statutory coverage.

D. Automobile insurance of at least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages.

All such insurance policies shall be issued by California admitted insurers acceptable to COUNTY. This insurance shall not be cancelled, reduced, or changed without a minimum of thirty (30) calendar days’ advance, and written notice given to Butte County Counsel. (See Exhibit B – Request to Change Contract Insurance Requirements which is attached hereto and incorporated herein)

17. **CAPTIONS**

The captions of each paragraph in the Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

18. **APPLICABLE LAW AND FORUM**

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
“COUNTY”
County of Butte, State of California

By: ____________________________ Date
Steve Lambert, Chair
Board of Supervisors

Reviewed as to form

By: ____________________________ Date
Bruce S. Alpert
Butte County Counsel

“ATTORNEY”

By: ____________________________ Date
5/3/2019

EXHIBIT A
ATTORNEY'S FEE SCHEDULE

ATTORNEY SERVICES $300/HOUR

TRAVEL Mileage at current IRS rate and per diem at County established rates if attorney is required to stay overnight

In all other cases, Client shall reimburse Attorneys for all costs and expenses incurred by attorneys including, but not limited to, the following: costs of serving pleadings; filing fees and other charges assessed by courts and other public agencies, court reporters’ fees, jury fees, witness fees, long distance telephone calls, electronic mail, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals and ground transportation), research, investigation expenses, consultants’ fees, expert witness fees, and other costs. Attorneys shall itemize all costs incurred on each periodic statement.