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IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
PROFESSIONAL SERVICES RETENTION AGREEMENT

THIS AGREEMENT by and between the SISKIYOU COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (hereinafter referred to as "Public Authority"), and LIEBERT CASSIDY WHITMORE, ("Attorney") a firm engaged in the practice of law in the State of California, at (address) 6033 W. Century Boulevard, 5th Floor, Los Angeles, CA 90045 (hereinafter referred to as "Attorney"). This Agreement is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Siskiyou County In-Home Supportive Services Public Authority requires labor negotiation services and representation; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary assistance and advice to the Siskiyou County In-Home Supportive Services Public Authority; and,

WHEREAS, Attorney is qualified by education, training, and experience and is competent to perform such services.

In Process

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Services. Pursuant to this Agreement, Attorney, upon request, shall provide to Public Authority specialized legal consulting services based solely upon the Public Authority's determination and need for such services. Public Authority makes no guarantee or warranty of any nature that any minimum level or amount of services or work will be requested of Attorney by Public Authority under this Agreement. Public Authority, by this Agreement incurs no obligation or requirement to request from Attorney the performance of any services or work at all, even if Public Authority should have some need for such services or work during the term of this Agreement.

Services and work provided by Attorney at Public Authority's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Public Authority laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. Term. The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2027, unless earlier terminated in accordance with the provisions of this agreement.

3. Legal Fees. In consideration for the services to be performed by Attorney, Public Authority agrees to pay LCW in proportion to services satisfactorily performed as specified in Exhibit "A", with the County Counsel to review and audit the billings. Payment shall not exceed the amount appropriated by the Board of Supervisors for such services for each fiscal year, FY 25/26, FY 26/27, FY 27/28, FY 28/29, and FY 29/30.

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Attorney will adjust the fee schedule, Exhibit “A”, annually, to be effective July 1st.

When it appears that the maximum amount payable under this contract may be exceeded, Attorney shall give Counsel thirty (30) days notice of such, together with reasons supporting the need for additional funds. The purpose of this notice is intended to avoid the interruption of necessary legal services while allowing the Board of Supervisors to exercise its discretion in advance of the expenditure of such funds.

4. Costs and Expenses. Public Authority shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, and for travel expenses and per diem which Attorney reasonably incurs in providing services and work requested by Public Authority pursuant to this Agreement.

Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from Public Authority any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leave of absence of any type or kind whatsoever.

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5. Statement Billing and Payment.

(A) Billing and Payment. Attorney shall submit to Public Authority, once a month, an itemized statement of all hours spent by Attorney in performing services and work described in Exhibit "B”, which were done at Public Authority's request. This statement will be submitted to Public Authority as expeditiously as possible. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. This statement will identify the date of which the hours were worked and describe the nature of the work which was performed on each day. Attorney's statement to Public Authority will also include an itemization of any travel or per diem expenses, which have been approved in advance by Public Authority incurred by the Attorney during that period. The itemized statement for travel expenses and per diem will include copies of receipts for lodging, meals, and other incidental expenses in accordance with Public Authority's accounting procedures and rules. Contractor shall be paid within 30 days of Auditor’s receipt of said statement and claim form completed by the department.

(B) Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, Public Authority will not withhold any federal or state income taxes or social security from any payments made by Public Authority to Attorney under the terms and conditions of this Agreement.

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(2) Public Authority will withhold California State income taxes from payments made under this Agreement to non-California resident independent contracts when it is anticipated that total annual payments to Attorney under this Agreement will exceed One Thousand Four Hundred Ninety Nine and no/100 Dollars ($1,499.00).

(3) Except as set forth above, Public Authority has no obligation to withhold any taxes or payments from sums paid by Public Authority to Attorney under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. Public Authority has no responsibility or liability for payment of Attorney's taxes or assessments.

(4) The total amounts paid by Public Authority to Attorney, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

6. Work Schedule. Attorney's obligation is to perform, in a timely manner, those services which are requested by Public Authority. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney will arrange his/her own schedule, but will coordinate with Public Authority to insure that all services and work requested by Public Authority, under this Agreement will be performed within the time frame set forth by Public Authority.

In Process

7. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Attorney to provide the services must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Attorney at no expense to Public Authority. Attorney will provide Public Authority, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services. Where there is a dispute between Attorney and Public Authority as to what licenses, certificates, and permits are required to perform the services, Public Authority reserves the right to make such determinations for purposes of this Agreement.

8. Office Space, Supplies, Equipment, Etc. Attorney shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Attorney to provide the services under this Agreement. Public Authority is not obligated to reimburse or pay Attorney, for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

9. Public Authority Property.

(A) Personal Property of Public Authority. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Attorney by Public Authority pursuant to this Agreement are, and at the termination of this Agreement, remain the sole and exclusive property of

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Public Authority. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession. Attorney will be financially responsible for any loss or damage to such items, partial or total, which is the result of Attorney's negligence.

(B) Products of Attorney's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of Public Authority. At the termination of the Agreement, Attorney will convey possession and title to all such properties to Public Authority.

10. Workers' Compensation. Attorney shall provide workers' compensation insurance coverage, in an amount no less than $1,000,000.00 per accident for bodily injury or disease, for all Attorney's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Attorney acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Attorney has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Attorney, at the time of execution of this Agreement, will provide Public Authority with evidence of the required workers' compensation insurance coverage.

In Process

11. Insurance.

(A) General Liability. Attorney shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Attorney under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of no less than $2,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Attorney under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Public Authority will be named as "an additional named insureds" on this policy. Attorney will provide Public Authority a copy of the policy and a certificate of insurance showing Public Authority as "additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to Public Authority.

(B) Business Auto. If Attorney utilizes a motor vehicle in performing any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of no less than $1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Attorney owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

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A certificate of insurance shall be provided to Public Authority at least ten (10) days prior to the start of services to be performed by Attorney. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to Public Authority.

(C) Professional Liability. If Attorney is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement a professional liability insurance policy with a minimum coverage level of $2,000,000.00 per occurrence or claim. Proof of such insurance shall be provided to Public Authority at least ten (10) days prior to the start of any work by Attorney.

12. Status of Attorney. All acts of Attorney, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of Public Authority. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Public Authority. Attorney has no authority or responsibility to exercise any rights or power vested in the Public Authority. No agent, officer, or employee of the Public Authority is to be considered an employee of Attorney. It is understood by both Attorney and Public Authority that this Agreement shall not under any circumstances be construed or considered to create an employer--employee relationship or a joint venture. As an independent contractor:

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(A) Attorney shall determine the method, details, and means of performing the work and services to be provided by Attorney under this Agreement.

(B) Attorney shall be responsible to Public Authority only for the requirements and results specified in this Agreement and except as expressly provided in this Agreement, shall not be subjected to Public Authority's control with respect to the physical action or activities of Attorney in fulfillment of this Agreement.

(C) Attorney, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of Public Authority.

13. Defense and Indemnification. Attorney shall defend, indemnify, and hold harmless Public Authority, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Attorney, or Attorney's agents, officers, or employees. Attorney's obligation to defend, indemnify, and hold Public Authority, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Attorney's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Attorney, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Attorney's obligation to defend, indemnify, and hold Public Authority, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted

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by, any requirement in this Agreement for Attorney to procure and maintain a policy of insurance.

To the extent permitted by law, Public Authority shall defend, indemnify, and hold harmless Attorney, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of, or resulting from, the active negligence, or wrongful acts of Public Authority, its officers, or employees.

14. Records and Audits.

(A) Records. Attorney shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Attorney shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Attorney may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

(B) Inspections and Audits. Any authorized representative of Public Authority shall have access to any books, documents, papers, records, including, but not limited to, financial records of Attorney, which Public Authority determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Attorney. Further, Public Authority has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

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15. Nondiscrimination. During the performance of this Agreement, Attorney, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Attorney and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

16. Cancellation. This Agreement may be canceled by Public Authority without cause, and at will, for any reason by giving to Attorney written notice of such intent to cancel. Attorney may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to Public Authority.

17. Assignment. This is an agreement for services of Attorney. Public Authority has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of Public Authority. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of Public Authority.

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18. Default. If the Attorney abandons the work, or fails to proceed with the work and services requested by Public Authority in a timely manner, or fails in any way as required to conduct the work and services as required by Public Authority, Public Authority may declare the Attorney in default and terminate this Agreement upon five (5) days written notice to Attorney. Upon such termination by default, Public Authority will pay to Attorney all amounts owing to Attorney for services and work satisfactorily performed to the date of termination.

19. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 27 below.

20. Confidentiality. Attorney agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Attorney in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Attorney agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only with the express written consent of Public Authority.

21. Conflicts. Attorney agrees that it 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 work and services under this Agreement.

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22. Post Agreement Covenant. Attorney agrees not to use any confidential, protected, or privileged information which is gained from Public Authority in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with Public Authority, or who has been an adverse party in litigation with the Public Authority, and concerning such, Attorney by virtue of this Agreement has gained access to the Public Authority's confidential, privileged, protected, or proprietary information.

23. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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24. Funding Limitation. The ability of Public Authority to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Public Authority has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Attorney of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph 26 (Amendment).

25. Attorneys' Fees. If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.

26. Amendment. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

27. Notice. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Attorney, Public Authority shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to, the respective parties as follows:

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TO Public Authority: In-Home Supportive Services Public Authority
County Counsel
PO Box 659
Yreka, CA 96097

TO ATTORNEY: Liebert Cassidy Whitmore
6033 W. Century Boulevard, 5th Floor,
Los Angeles, CA 90045

28. Conditions. This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, and shall not be paid for any legal services, except for services provided from and after the execution of this Agreement.

29. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Public Authority and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

SISKIYOU COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Date:_____

_____
RAY A. HAUPT, CHAIR
Board of Directors

ATTEST:
LAURA BYNUM
Clerk, Board of Directors

By: _____
Deputy

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CONTRACTOR: LIEBERT CASSIDY WHITMORE, a professional corporation

Date: 11/5/2026

Signed by:
Melanie L. Chaney
Melanie L. Chaney, Managing Partner

Date: 11/5/2026

Signed by:
Brian P. Walter
Brian Walter, Firm Secretary

License No.:_____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	FY 25/26	FY 26/27
2127	502055	723000	$ 0.01	$ 0.01
2120	501010	723000	$ 0.01	$ 0.01

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: 0.01

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Exhibit "A"

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Effective July 1, 2025 – June 30, 2026

Partners	$475.00
Senior Counsel	$390.00
Associates	$295.00- $370.00
Labor Relations/Human Resources Consultant	$305.00
Classification & Compensation Consultant	$230.00
Paralegals	$165.00
E-Discovery Specialists	$185.00
Law Clerks	$180.00- $200.00

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LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Effective July 1, 2026

Partners	$500.00
Senior Counsel	$415.00 - $465.00
Associates	$310.00- $400.00
Labor Relations/Human Resources Consultant	$330.00
Classification & Compensation Consultant	$250.00
Paralegals	$185.00
E-Discovery Specialists	$200.00
Law Clerks	$200.00- $220.00

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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

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EXHIBIT “B”

SERVICES TO BE PERFORMED

Attorney’s Services: Attorney agrees to provide the Public Authority with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by the Public Authority or otherwise required by law.

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Exhibit C

Artificial Intelligence

LCW permits attorneys to utilize generative artificial intelligence ("AI") tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their own independent legal judgment. Attorneys do not disclose confidential information to unsecure AI tools.

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