

**MBASIA  
AGREEMENT FOR LEGAL SERVICES**

By this Agreement dated March 23, 2023, Monterey Bay Area Self Insurance Authority ("MBASIA") and the Law Firm of Gibbons and Conley ("Firm") mutually agree:

**1. PURPOSE**

MBASIA is in need of services of Firm for legal advice and counsel.

**2. FIRM'S OBLIGATIONS**

Firm shall perform legal services and legal representation on behalf of MBASIA on a case-by-case basis and as requested by the MBASIA Board of Directors, Executive Committee, Board President and/or designee(s). Firm shall assign to such matters, members of its staff who are qualified and competent to provide professional legal service and legal representation. No major decisions concerning the handling of a case, commitments for substantial expenditures concerning retention of expert witnesses, medical testimony or settlement offers are to be made without prior approval of the MBASIA Board of Directors, Executive Committee, Board President and/or designee(s).

A. Byrne Conley is designated as the contact person with the Firm for MBASIA and will be the person primarily responsible for providing services under this agreement.

**3. PISIS'S OBLIGATIONS**

In consideration for providing legal services, including all of the time devoted to a lawsuit commencing with the first time received by Firm, MBASIA shall pay Firm upon receipt of detailed invoice at rate of \$225 per hour for attorney time, and \$102 per hour for paralegal time. Telephone, telephone facsimile, routine copying and auto mileage shall be included as a 2.5% overhead charge. In addition, Firm also shall be paid for actual costs of deposition and court reporter fees, expert witness fees, accident analysis, medical examination, jury fees, and other items as may be necessary in representation. Invoices for aforesaid fees and expenses under normal conditions will be forwarded to MBASIA's accountant for direct payment at:

MBASIA  
c/o Alliant Insurance Services  
Conor Boughey [cboughey@alliant.com](mailto:cboughey@alliant.com)  
Lorissa Huey [Lorissa.Huey@alliant.com](mailto:Lorissa.Huey@alliant.com)

MBASIA and its members shall cooperate fully with the Firm by providing at no expense to Firm such reports, investigations, records, maps and other documents as may be reasonably necessary for legal representation.

**4. TERM**

The term of this Agreement shall be from the date of mutual execution, onward, to be terminated by either party upon written notice. Firm shall be paid for all fees and costs that have accrued up to the time of termination. Firm and MBASIA each agree to sign any documents reasonably necessary to complete Firm's discharge or withdrawal.

**5. INDEPENDENT CONTRACTOR STATUS**

In performing the legal services herein agreed upon, Firm shall have the status of an independent contractor and shall not be deemed to be an officer, employee or agent of MBASIA or its member cities.

**6. SUBCONTRACT AND ASSIGNMENT**

Firm shall not subcontract any of the work or assign any of the rights or obligations without the prior written consent of the MBASIA.

**7. RECORDS**

Firm shall at all times keep a complete and thorough record of the time expended in performing services on behalf of the MBASIA as herein agreed upon and Firm shall also make available to MBASIA for audit all of such records so maintained.

**8. INSURANCE**

During the entire term of this contract and any extension or modification thereof, the Firm shall keep in effect insurance policies providing coverage for commercial general liability, professional liability, and workers' compensation and employers' liability exposure at limits described below, or as acceptable by MBASIA, and shall provide certificates of insurance evidencing the above-required insurance coverage annually.

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***Minimum Limits of Insurance***

***General and Auto Liability:*** \$1,000,000 per occurrence combined for bodily injury, property damage and personal injury. \$1,000,000 per occurrence for Business Auto Liability.

***Employer's Liability:*** \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

***Errors and Omissions:*** \$2,000,000 per occurrence/aggregate on a claims made basis.


**9. CONFLICTS OF INTEREST**

Firm promises and agrees that it and members of its staff shall avoid any actual or potential conflicts of interest. Firm agrees to immediately notify MBASIA or its designee, of any matter that may involve an actual or potential conflict of interest.

**10. SIGNATURE**

THESE SIGNATURES ATTEST THE PARTIES AGREEMENT HERETO:

MBASIA

By:  Program Manager Date: April 3, 2023  
MBASIA Board President or Program Manager

Gibbons & Conley

By:  Date: 6 April 2023  
A. Byrne Conley