

LCW LIEBERT CASSIDY WHITMORE

6033 West Century Boulevard, 5th Floor
Los Angeles, California 90045
T: (310) 981-2000 F: (310) 337-0560

December 27, 2024

Conor Boughey, Program Administrator
Lorissa Huey, Accounty Manager Lead
Monterey Bay Area Self Insurance Authority
560 Mission Street, 6th Floor
San Francisco, CA 94105
cboughey@alliant.com
Lorissa.Huey@alliant.com

Re: Monterey Bay Employment Relations Consortium

Dear Mr. Boughey and Ms. Huey:

We are looking forward to another successful year with the Monterey Bay Area Self Insurance Authority (MBASIA) and their members. We are pleased to provide the consortiums with training throughout the year, our monthly Client Update, and telephone consultation. We will provide detailed schedules as soon as they are available.

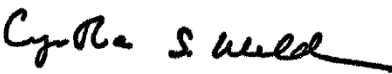
Enclosed is an Agreement for Special Services. Once signed you will be able to download a fully executed copy for your records.

If you have any questions about the consortium or our other training programs, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or cweldon@lcwlegal.com.

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY: 
Cynthia Weldon
Director of Marketing & Training

Enclosures

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Monterey Bay Area Self Insurance Authority, hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

1. Term & Termination:

This Agreement is effective beginning January 1, 2025 through December 31, 2025 for the Monterey Bay ERC.

2. LCW's Services:

During the Term, LCW will provide membership in a consortium, which includes the following Services, including the Materials as defined below, to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below::

- A. Five (5) days of group training workshops, covering various trainings applicable to Consortium Member, with the specific covered and lengths of individual workshop presentations to be determined by Consortium Member and the other members of the consortium.
- B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See Additional Services section.)
- C. Providing of a monthly newsletter covering employment relations developments.

3. Fee:

LCW will provide these special services to Consortium Member for a fee of Forty-One Thousand Four Hundred Fifty Dollars (\$41,450.00).

This covers ERC membership fees for 2025 for the MBASIA member agencies.

Monterey Bay ERC membership for:

City of Capitola (\$4,145.00)
City of Del Rey Oaks (\$4,145.00)
City of Gonzales (\$4,145.00)
City of Greenfield (\$4,145.00)
City of Hollister (\$4,145.00)
City of King City (\$4,145.00)
City of Marina (\$4,145.00)
City of Sand City (\$4,145.00)
City of Scotts Valley (\$4,145.00)
City of Soledad (\$4,145.00)

The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also “Materials”).

4. Additional Services:

LCW shall, as and when requested by Consortium Member, make itself available to Consortium Member to provide representational, litigation, and other services that are not included within the Services or Materials described herein (“Additional Services”). The Consortium Member will be billed for the actual time Additional Services are rendered, including reasonable travel time, plus any necessary and reasonable costs and expenses.

The range of hourly rates for attorney time is from Two Hundred Seventy to Four Hundred Sixty Dollars (\$270.00 - \$460.00) per hour for attorney staff, Two Hundred Ninety to Three Hundred Dollars (\$290.00 - \$300.00) per hour for Labor Relations/HR Consultant, Two Hundred Ten to Two Hundred Twenty Dollars (\$210.00 - \$220.00) per hour for compensation, classification and labor relations analyst and from One Hundred Fifty to One Hundred Ninety Dollars (\$150.00 - \$190.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. LCW reviews its hourly rates on an annual basis and if appropriate in its discretion, adjusts them effective July 1. LCW will provide the Consortium Member with written notification of any adjustments in the ranges of hourly rates.

5. Ownership & Use of Materials:

LCW shall have and retain ownership of all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed, registered or applied for under any statute or are protected or protectable under applicable law existing at the time the Parties enter into this Agreement with regard to the Materials (“Intellectual Property Rights”). LCW will retain ownership of its Intellectual Property Rights. Consortium Member understands that the Material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. Consortium Member warrants there will be no future use of LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby waives and release LCW, and each of their officers and employees (“Released Party(ies)”) from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney’s fees and costs (“Claims”

or “Claim”), which arise from or relate to Consortium Member’s unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

6. No Representation or Warranty.

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or achieve certain results. LCW provides the Materials “AS IS” and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

7. Professional Liability Insurance.

The California Business & Professions Code requires an attorney to inform a client whether the attorney maintains errors and omissions insurance coverage applicable to the Services. LCW confirms that LCW maintains such insurance coverage.

8. 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.

9. Disputes.

If a dispute between Consortium Member and LCW 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 in such arbitration. Any arbitration award may be served by mail upon either side and personal service shall not be required. If a dispute arises between Consortium Member and LCW over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. Both Parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each Party is to bear its own attorney’s fees and costs.

10. File Retention.

LCW will return Consortium Member provided documents upon request at the conclusion of Services. If Consortium Member does not request the return of such documentation, LCW will

retain it for a period of seven (7) years after conclusion of the Services. If Consortium Member does not request delivery of such documentation before the end of the seven (7) year period, LCW will have no further obligation to retain the file and may, at LCWs' discretion, destroy it without further notice to Consortium Member. At any point during the seven (7) year period, Consortium Member may request delivery of the file.

11. Miscellaneous.

It is understood and agreed that LCW is and shall remain an independent contractor under this Agreement. The Parties acknowledge that: (1) LCW is free from the control and direction of Consortium Member in connection with the performance of Services; (2) LCW performs Services outside the usual course of Consortium Member's business; and (3) LCW is customarily engaged in an independently established trade, occupation, or business of the same nature as the LCW performs for Consortium Member. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.


This Agreement, and any Exhibits, represents the entire and integrated contract between Consortium Member and LCW, and supersedes all prior representations, or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will nevertheless continue in full force and effect. No modification to any provision of this Agreement shall be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision herein. The signatories to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together will form one legal instrument.

LIEBERT CASSIDY WHITMORE

A Professional Corporation
Attn: Melanie Chaney
6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Email: mchaney@lcwlegal.com

Monterey Bay Area Self Insurance Authority

By: 
Melanie Chaney / Co-Managing Partner

By: 

Date: 12/29/2024

Name: Conor Boughey

Title: MBASIA Program Administrator

Date: 1/27/2025



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INVOICE

December 27, 2024

Conor Boughey, Program Administrator
Lorissa Huey, Accounty Manager Lead
Monterey Bay Area Self Insurance Authority
560 Mission Street, 6th Floor
San Francisco, CA 94105
cboughey@alliant.com
Lorissa.Huey@alliant.com

INVOICE NUMBER: 284030

MONTEREY BAY EMPLOYMENT RELATIONS CONSORTIUM

Membership: 01/01/25 through 12/31/25

TOTAL AMOUNT DUE: \$ 41,450.00

Note: Please send us a copy of this invoice along with your payment.