

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE LAW FIRM OF LIEBERT CASSIDY WHITMORE**

THIS AGREEMENT is entered into on _____, 2005, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"), and the law firm of LIEBERT CASSIDY WHITMORE (hereinafter referred to as "OUTSIDE COUNSEL").

W I T N E S S E T H

WHEREAS, COUNTY desires to retain OUTSIDE COUNSEL to represent the COUNTY in connection with an internal affairs investigation and related personnel action, if any, in which the County Counsel has a conflict; and

WHEREAS, OUTSIDE COUNSEL has both the qualified personnel and expertise to provide such legal services as are necessary and it is ready, willing and able to now provide such services upon request of County Counsel:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. OUTSIDE COUNSEL shall perform legal services and legal representation on behalf of the County of San Mateo and its officers and employees concerning Sheriff's internal affairs investigations and related personnel actions, if any, in which the County Counsel has determined and advised the Sheriff that the County Counsel has a conflict and therefore cannot provide legal advice. OUTSIDE COUNSEL shall assign members of its staff who are qualified and competent to provide such legal services and legal representation, subject to approval by the County Counsel's Office.

2. In consideration for the providing of such legal services as herein described, COUNTY shall pay OUTSIDE COUNSEL at the rate of \$250.00 per hour, not to exceed \$25,000.00.

3. In performing the legal services herein agreed upon, OUTSIDE COUNSEL shall have the status of independent contractor and shall not be deemed to be an officer, employee or agent of the COUNTY.

4. OUTSIDE COUNSEL shall not assign any of its rights or obligations herein contracted for without the consent of the COUNTY first having been obtained.

5. OUTSIDE COUNSEL shall at all times keep a complete and thorough record of the services and time expended by OUTSIDE COUNSEL and OUTSIDE COUNSEL shall also make available to COUNTY for inspection purposes all of such records so maintained. COUNTY will pay upon billing by OUTSIDE COUNSEL based upon time and service previously rendered.

6. OUTSIDE COUNSEL shall keep in full force and effect during the term of this Agreement an errors and omissions insurance policy in the minimum of TWO MILLION DOLLARS (\$2,000,000.00).

7. In performing services under this Agreement, OUTSIDE COUNSEL shall comply with all procedures established by the County Counsel's Office.

8. *Non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement. Outside counsel shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this agreement. Outside Counsel's equal employment policies shall be made available to County of San Mateo upon request.

With respect to the provision of employee benefits, Outside Counsel shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

This Agreement may be terminated by either party upon the giving of thirty (30) days written notice prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Dated: _____

COUNTY OF SAN MATEO

THOMAS F. CASEY III, COUNTY COUNSEL

Dated: _____

LIEBERT CASSIDY WHITMORE

EMI UYEHARA, ATTORNEY