PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
FOR FISCAL YEARS 2025-2026 THROUGH 2029-2030

This Agreement, entered into this 17th day of June 2025 by and between the County of Humboldt, a political subdivision of the State of California hereinafter referred to as "COUNTY," and Linebarger Goggan Blair & Sampson, LLP, a Texas Limited Liability Partnership, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY, or any department thereof; and

WHEREAS, COUNTY, by and through the Humboldt County Treasurer-Tax Collector's Office - Revenue and Recovery Team, desires to obtain the services of a duly qualified professional collections firm to collect certain unpaid debts and costs owed to COUNTY; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character: and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the debt collection services required by COUNTY.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

CONTRACTOR shall provide professional accounts receivable management and delinquent account collection services to COUNTY as set forth herein. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the Humboldt County Treasurer-Tax Collector or a designee thereof.

2. RIGHTS AND OBLIGATIONS OF CONTRACTOR:

A. Collection of Accounts. CONTRACTOR shall use its best efforts to effect collection of accounts assigned by COUNTY to CONTRACTOR, in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and guidelines, including, without limitation, the federal Fair Debt Collection Practices Act and California Civil Code Section 1788, et seq. For purposes of this Agreement, an "account" is a referral from COUNTY for collection of a specified amount of money. An individual debtor may have several accounts collectively referred to as a "packet."

B. Management Processing and Monitoring System. CONTRACTOR shall maintain an effective, efficient and responsive accounts receivable management processing and monitoring system which incorporates components derived from CONTRACTOR's experience in the

collection industry. CONTRACTOR's Processing and Monitoring System must include, at a minimum, all of the following:

1. An accurate monthly statistical reporting component that complies with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and guidelines. The reporting component of CONTRACTOR's processing and monitoring system must have the ability to perform all of the following functions:

    a. Compare outstanding and collected revenue for each account within the system.

    b. Identify the number of accounts within the system and describe the status of each account therein.

    c. Identify the age, and provide an inventory, of each account within the system.

    d. Identify the proportion of each account that has been fully or partially paid within established time frames.

    e. Produce itemized monthly billing statements to COUNTY for each account within the system.

    f. Create packets for each individual debtor with multiple accounts.

2. An accurate and timely accounting component that complies with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and guidelines. The accounting component of CONTRACTOR's processing and monitoring system must have the ability to perform all of following functions:

    a. Post funds to each account within the system.

    b. Track installment payment schedules for each account within the system.

    c. Record any and all actions taken in each account within the system and note all relevant information pertaining thereto.

    d. Allow individual debtors to make payments by credit card.

    e. Report any and all payments made for each account within the system on a daily basis.

C. Account Histories. CONTACTOR shall maintain individual account histories for each debtor, which includes, without limitation, a record of any and all correspondence and telephone contacts with the debtor. CONTRACTOR shall make such account histories available to COUNTY staff upon request.

D. Dispute Resolution. CONTRACTOR shall define, manage and maintain a written account dispute resolution process.

E. Acceptance of Payments. CONTRACTOR shall accept payments on all assigned accounts. CONTRACTOR shall not charge interest on any account unless otherwise instructed to do so in writing by COUNTY.

F. Telephone Contact. CONTRACTOR shall have toll-free telephone numbers where debtors may contact CONTRACTOR regarding their fines, fees or assessments.

G. Quality Assurance Program. CONTRACTOR shall maintain a quality assurance program for its employees that includes, without limitation, periodic seminars regarding updates to the ethics requirements pertaining to the collection of accounts.

H. Harassment Prevention. CONTRACTOR shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR may interact in the performance of this Agreement. CONTRACTOR hereby agrees to take all reasonable steps to prevent harassment from occurring during the performance of this Agreement.

I. Complaint Reporting. CONTRACTOR shall address, and provide COUNTY with a copy of, any and all regulatory or administrative complaints associated with the services performed pursuant to the terms and conditions of this Agreement within twenty (20) days of receipt thereof. CONTRACTOR shall provide a written report to COUNTY of each complaint within thirty (30) days of disposition thereof. Complaint reports shall include, at a minimum, all of the following:

1. A detailed summary of the circumstances surrounding the complaint, including, without limitation, identification of the collector or collectors involved.

2. A detailed summary of the results of CONTRACTOR's complaint investigation.

3. A detailed summary of the corrective action taken by CONTRACTOR to avoid recurrence of similar complaints.

J. Remittances. CONTRACTOR shall submit weekly gross remittances and weekly remittance reports to COUNTY. Separate remittance reports must be provided for Court Ordered Debt accounts and Non-Court Ordered Debt accounts. Remittance reports shall include, at a minimum, all of the following:

1. The number assigned to each referenced account by COUNTY along with CONTRACTOR's internal account number, if applicable.

2. The debtor's name for each referenced account.

3. The amount collected for each referenced account.

4. The date of collection for each referenced account.

K. Monthly Activity Reports. CONTRACTOR shall provide COUNTY with a monthly activity report, which summarizes the activity of all referred accounts during the preceding month, no later than the fifth (5^{th}) business day of each month.

L. Annual Activity Reports. CONTRACTOR shall provide COUNTY with an annual activity report for the prior fiscal year, which includes any and all information required by the Administrative Office of the Courts Annual Reporting Template, no later than the first (1^{st}) business day of August.

M. Use of Official Seals. CONTRACTOR shall not use or display the official seal of COUNTY or the Humboldt County Superior Court.

N. Disclaimer. CONTRACTOR has not, does not and will not warrant or guarantee the collection of any accounts assigned thereto pursuant to the terms and conditions of this Agreement or the timing of any such collections.

0. Franchise Tax Board Court Ordered Debt Program. CONTRACTOR may refer accounts it receives, and as are determined by the parties to be appropriate for referral, to the Franchise Tax Board ("FTB") Court Ordered Debt Program, liaise with FTB regarding such accounts and administer such accounts under the terms and conditions set forth in Section 2.3 of Appendix A of the Judicial Council of California Master Agreement No. MA-2018-18-74-2864602 with CONTRACTOR, which is incorporated herein by reference. CONTRACTOR may refer to the FTB Court Ordered Debt Program accounts on which the remaining balance owed is One Hundred Dollars ($100.00) or more, or as otherwise agreed between the parties in writing, that meet any and all applicable requirements set forth in California Revenue and Taxation Code Section 19280.

3. RIGHTS AND OBLIGATIONS OF COUNTY:

A. Referral of Court Ordered Debt. COUNTY may refer to CONTRACTOR any Court Ordered Debt owed thereto, including, without limitation, felony, misdemeanor and traffic fines, forfeitures, victim restitution, probation costs, public defender fees and jail booking fees.

B. Referral of Non-Court Ordered Debt. COUNTY may refer to CONTRACTOR any Non - Court Ordered Debt owed thereto, including, without limitation, delinquent library fees, aviation rents and fees, park fees, animal control fees and lab fees.

C. Referral Methods and Account Information. COUNTY shall refer accounts to CONTRACTOR by mutually agreed upon methods. Each referral will include, without limitation, any and all relevant account information that is available to COUNTY at the time of referral, including, without limitation, debtor's demographic information and account balance. COUNTY shall provide CONTRACTOR with updated information regarding any accounts assigned thereto pursuant to the terms and conditions of this Agreement as soon as it is practical to do so.

D. Primary and Secondary Placements. COUNTY may refer debtor accounts as primary placements or as secondary placements. For purposes of this Agreement, the term "primary placements" refers to accounts that have not been previously referred to any third party collection agencies. The term "secondary placements" refers to accounts that have been previously placed with a third party collection agency other than CONTRACTOR.

E. Cancellation of Collection Efforts. COUNTY may, at its sole discretion, adjust, cancel, reevaluate or recall any account assigned to CONTRACTOR pursuant to the terms and conditions of this Agreement without charge or penalty. Upon request by COUNTY, CONTRACTOR shall cancel collection efforts and return the recalled account to COUNTY. CONTRACTOR shall not reactivate any account that has previously been returned unless such account is reassigned to CONTRACTOR via a new referral from COUNTY specifying that the account can once again be included in collection efforts.

F. Removal of Collections Staff. COUNTY may, upon a reasonable basis, have any employee of CONTRACTOR removed from the collection of any or all accounts assigned to CONTRACTOR pursuant to the terms and conditions of this Agreement.

G. Payment Reports. COUNTY shall promptly report to CONTRACTOR all payments directly received by COUNTY on accounts assigned to CONTRACTOR pursuant to the terms and conditions of this Agreement. COUNTY will forward, or otherwise advise CONTRACTOR of, any and all communications with debtors or representatives thereof.

H. Warrant of Legal Enforceability. COUNTY hereby warrants that all accounts assigned to CONTRACTOR pursuant to the terms and conditions of this Agreement will be valid and legally enforceable debts. COUNTY further warrants that the names and amounts of such accounts will be correct to the best of COUNTY's knowledge and belief.

I. Nonexclusive Agreement. It is understood by the parties hereto that this Agreement is not exclusive and that COUNTY may enter into collection agreements with other collection agencies.

4. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for a period of four (4) years, unless sooner terminated as provided herein.

5. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon sixty (60) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall in no way limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

E. Effect of Notice of Termination. After receiving notice of termination of this Agreement, CONTRACTOR shall stop providing services hereunder and take all reasonably necessary steps to protect COUNTY's interests on the date specified in such notice, unless expressly directed otherwise by COUNTY. CONTRACTOR shall complete all services not so terminated.

6. COMPENSATION:

A. Commissions. CONTRACTOR shall be compensated for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement in accordance with the following commission schedule:

1. Revenue collected on non court ordered accounts shall be compensated at a rate of twenty five percent (25%). CONTRACTOR shall be responsible for any costs associated with the collection. For example, a $100 debt owed to the County would have an additional collection fee of $25 added to the account with a total owing of $125. The County would receive $100 and the Contractor would retain $25.

2. Revenue collected on court ordered accounts shall be compensated at a rate of twenty percent (20%). CONTRACTOR shall be responsible for any costs associated with the collection. For example, if an account is placed for $100, Contractor shall retain $20 and the County would receive $80.

3. Revenue collected as part of the Franchise Tax Board ("FTB") Court Ordered Debt Program shall be compensated at a rate of ten percent (10%) (half the normal compensation rate of 20% for court ordered debt) and 12.5% for non court ordered accounts (half the normal compensation rate of 25% for non court ordered accounts). COUNTY shall be responsible for FTB fee. CONTRACTOR shall be responsible for any costs associated with the collection of primary and secondary placement accounts that are referred to the FTB Court Ordered Debt Program.

B. Authorization to Collect Fees. COUNTY hereby authorizes CONTRACTOR to add to all Non-Court Ordered Debt accounts a collection fee equal to the rates of compensation set forth herein for primary and secondary placements to the total amount due at the time of placement.

C. Withdrawn Accounts. When an account is assigned to CONTRACTOR pursuant to the terms and conditions of this Agreement, but withdrawn by COUNTY, CONTRACTOR shall be entitled to a commission based on the amount collected prior to the date of withdrawal. CONTRACTOR shall not be entitled to a commission on any uncollected debts.

D. Debts Collected by the Franchise Tax Board. Except as provided at Paragraph 6.A.3., CONTRACTOR shall not be compensated pursuant to the terms and conditions of this Agreement for any debts that are collected by the Franchise Tax Board.

E. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. CONTRACTOR shall be responsible for all unauthorized costs and expenses related to the performance of services that are not explicitly set forth in this Agreement.

7. PAYMENT:

A. Invoices. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made only upon CONTRACTOR's submittal of itemized billing invoices for both primary and secondary placement accounts. Invoices shall be in a format approved by, and shall include back up documentation as specified by, the Humboldt County Treasurer-Tax Collector and the Humboldt County Auditor-Controller. Each invoice submitted pursuant to the terms and conditions of this Agreement shall identify, without limitation, all of the following:

1. CONTRACTOR's name, address and Taxpayer Identification Number.

2. The total collections and commissions for Court Ordered and Non-Court Ordered Debt.
3. The date and amount of collection by referral type which compose the base amount of CONTRACTOR's invoice against which the applicable commission is applied.
4. The types of accounts collected and the resultant amount due to CONTRACTOR in accordance with the commission schedule set forth herein.

B. Payment Schedule. CONTRACTOR shall submit invoices for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement to the County by the fifth (5th) business day of each month. Payment for services rendered, and costs and expenses incurred, hereunder shall be made within forty-five (45) days of receipt of approved invoices. CONTRACTOR shall not deduct its commission directly from any collected revenue.

C. Submission of Invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Revenue Recovery
825 Fifth Street, Room 125
Eureka, California 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Revenue Recovery
825 Fifth Street, Room 125
Eureka, California 95501

CONTRACTOR: Linebarger Goggan Blair & Sampson, LLP
Attention: Nancy Su, Attorney at Law
18000 Studebaker Rd., Ste. 700
Cerritos, CA 90703

With Copy to:
Linebarger Goggan Blair & Sampson, LLP
Attention: Client Services Manager
2700 Via Fortuna, Suite 400
Austin, Texas 78749

9. REPORTS:

CONTRACTOR agrees to provide, upon request by COUNTY, any and all reports which may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be provided no later than fifteen (15) days after the receipt of COUNTY's request using the format

required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, including an electronic file for each account containing a record of any and all telephone calls, letters and any other contacts made with the debtor or third party regarding such account, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending after that time, the records shall be retained until completion and resolution of all issues arising there from. The books and records shall be original entry books or electronic records with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at a mutually agreeable location in Humboldt County, during COUNTY's normal business hours, to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Settlement. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related hereto, including, without limitation, the right to review and monitor CONTRACTOR's records, programs, or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs, or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

12. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR, and its subcontractors, shall protect all confidential information in

accordance with any and all applicable local, state and federal laws, regulations and standards, including, but not limited to: the federal Fair Debt Collection Practices Act; California Civil Code Sections 1788, et seq.; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of any and all applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state and/or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(l), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance 1s prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

16. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend

and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

17. INSURANCE AND BOND REQUIREMENTS:

This Agreement shall not be executed by COUNTY and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. If CONTRACTOR is required to drive an automobile in the performance of the services required hereunder, CONTRACTOR will take out and maintain Automobile /Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, and employees and volunteers.

4. Professional Liability Insurance - Error and Omission Coverage in an amount of no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars

($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY and its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Is the primary insurance with regard to COUNTY.

   c. Does not contain a pro-rata, excess only and/or escape clause.

   d. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY and its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies available under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. CONTRACTOR agrees to maintain throughout the term of this Agreement insurance aggregate limits equal to or in excess of the insurance coverage limits set forth herein.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Linebarger Goggan Blair & Sampson, LLP
Attention: Nancy Su, Attorney at Law
18000 Studebaker Rd., Ste. 700
Cerritos, CA 90703

With Copy to:
Linebarger Goggan Blair & Sampson, LLP
Attention: Client Services Manager
2700 Via Fortuna, Suite 400
Austin, Texas 78749

D. Bond Requirements. CONTRACTOR shall furnish proof of coverage for a Blanket Fidelity Bond with a limit of no less than One Hundred Thousand Dollars ($100,000.00) to protect COUNTY from loss arising from the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees, or subcontractors.

18. RELATIONSHIP OF THE PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees, and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures, standards and guidelines applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason, any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or guideline referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill, and diligence as professionals engaged in the

same profession ordinarily exercise under like circumstances

29. CONFLICT OF INTEREST:

CONTRACTOR hereby covenants that it presently has no interest, and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of the services to be provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further covenants that no person having such an interest shall be employed to provide any of the services required hereunder. In addition, if requested to do so by COUNTY, CONTRACTOR's employees providing services pursuant to the terms and conditions of this Agreement shall complete and file a "Statement of Economic Interest" with COUNTY, which discloses any actual or potential financial interest in this Agreement.

30. THIRD PARTY BENEFICIARIES:

Nothing contained in this Agreement shall be construed to confer any rights to third parties, and the parties do not intend to create any such rights.

31. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. CONTRACTOR may retain copies of such documents and information for its records, but shall not release any such materials to third parties without the prior written consent of COUNTY. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall, without exception or reservation, promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY.

32. INFORMATION TECHNOLOGY ASSURANCES:

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software and/or embedded chip devices used by CONTRACTOR in the performance of services provided pursuant to the terms and conditions of this Agreement shall be free from viruses. This provision shall not be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

33. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

34. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television , radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Treasurer-Tax Collector.

35. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

36. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

37. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) - Compensation Upon Termination, Section 10 - Record Retention and Inspection, Section 12 - Confidential Information and Section 16 - Indemnification shall survive the expiration or termination of this Agreement.

38. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

39. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

40. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

41. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather ,

acts of terrorism or other disasters, whether or not similar to the foregoing.

42. ENTIRE AGREEMENT:.

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreement, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the first date written above.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP:

By: _____ Date: 5/29/2025

Name: Nancy Su

Title: Partner

COUNTY OF HUMBOLDT:

By: _____ Date: 6/17/2025

Name: Michelle Bushnell

Title: Chair

INSURANCE & INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management