

**KDG EMPLOYMENT ANNUAL SERVICES AGREEMENT**

SCOPE OF SERVICES. Your *KDG Employment* Annual Services Agreement (“Annual Services Agreement”) includes the following benefits:

1. 18 hours of human resources/employment law counseling per year (“KDG Employment”). Annual hours may be used for human resources consulting, employment law advice/counseling, policy review and development, response and defense of administrative complaints (EDD, DLSE, CRD, OSHA, etc.), internal investigations, training, etc.
2. Unlimited telephone consultation and/or document review (up to 20 minutes per issue), no charge and not charged against KDG Employment hours. For calls/projects that exceed 20 minutes, total time will be charged to annual *KDG Employment* hours in quarter-hour increments.
3. Reduced hourly rate \$505 for partners, \$325 for associates, and \$205 for human resources consultants on all employment law/human resources consulting time exceeding annual KDG Employment hours, or for services not included in the Annual Services Agreement (e.g. customized training, investigations, complex counseling, or research). You will also receive preferred rates (10% reduction of stated hourly rates for partners and associates) for employment law related engagements with KDG.
4. Employee Handbook. The initial writing of your employee handbook, and annual updates, will be charged against the 18-hour allotment. You will be provided with an electronic version of the handbook and are authorized to print and distribute to your employees.
5. Referrals to strategic partners offering additional services (e.g. executive training/coaching, comprehensive drug testing administration, safety policies and training, etc.).
6. KDG Employment Human Resources Forms. As a *KDG Employment* client, you will have access to human resources forms prepared by our staff. You are free to modify these forms for your particular needs; however, we cannot take responsibility for any changes nor guarantee that the amended forms will be consistent with applicable laws. We highly recommend that you have us review all forms created or modified by you prior to using them in your business.

7. KDG Employment Professional Staff. *KDG Employment* clients have access to all attorneys and paralegals employed by *KDG*. Currently, our professional staff includes:

- Jay L. Rosenlieb, Esq.
- Vanessa Franco Chavez, Esq.
- Mayra G. Estrada, Esq.
- Jerry W. Pearson, Esq.
- Emma J. Doty, Esq.
- Marinor Ifurung, Senior HR Consultant
- Andu Yohannes, Senior HR Consultant

FEES AND BILLING. In return for an annual contract of \$3,600, billed monthly at \$300 per month, (or at a discounted fee of \$3,400 if paid at the beginning of the contract,) you will receive all of the benefits detailed in the "Scope of Services" above for a one-year period beginning on the date this Annual Services Agreement is signed by you and *KDG*, below. You will receive a monthly invoice describing this work completed during the prior billing period (we record our time in units of two-tenths of an hour) and details of any expenses incurred on your behalf. You agree to pay our invoices upon presentation. Unpaid fees accrue interest at the rate of 1½% per month (18% annually) from the beginning of the month in which they became overdue. As payments are received, the payment will be first applied to accrued finance charges, and then to costs and fees, respectively.

We have found that in order for a mutually beneficial consulting relationship to exist and be successful, it is necessary that monthly fees be paid promptly and in accordance with this Annual Services Agreement. Accordingly, we will give you prompt notice if your account becomes delinquent, and you agree to bring the amount current. If the delinquency continues and you do not arrange satisfactory payment terms, at our option we will cease providing services under this Annual Services Agreement, and/or take steps to collect the balance of the annual fees owed. You agree to pay the costs of collecting the debt, including court costs, filing fees, reasonable attorneys' fees and other costs of collection. In matters resulting in a judgment, settlement or other payment in your favor, the firm shall have a lien thereon to the extent of any unpaid fees or costs. You agree to venue and jurisdiction in Kern County, California; this Agreement is entered into in Bakersfield, California, and shall be subject to the laws of the State of California.

MISCELLANEOUS EXPENSES. We occasionally incur and pay on behalf of our clients only those costs arising in connection with services which do not exceed \$50. Costs and expenses advanced or paid by us on your behalf will be billed in addition to fees for services and will be itemized on your monthly invoice. Typical of the costs incurred are telecopy

charges, messenger, courier and express delivery charges, printing and reproduction costs, travel and parking expenses, etc.

ARBITRATION. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration by the Kern County Bar Association, and we agree to participate fully in that process.

ERRORS AND OMISSIONS INSURANCE. *KDG* maintains errors and omissions insurance coverage applicable to the services that we render.

INSURANCE COVERAGE EXCLUSION. Disputes or issues tendered to and accepted by any insurance carrier (e.g. employee dispute tendered to an Employer Practices Liability Insurance (EPLI) carrier), are excluded from this Annual Services Agreement and will require a Klein, DeNatale, Goldner standard litigation agreement.

**APPROVED AND ACCEPTED:**

Klein DeNatale Goldner Cooper Rosenlieb  
& Kimball, LLP

**Coalinga-Huron Library District**

By:   
Jay L. Rosenlieb, Partner

By: \_\_\_\_\_

Name: Tom Crawford

Title: President

Date: 5-8-20

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
For Office Use Only

[By the above signature, I also acknowledge receipt of a copy of this KDG Employment Annual Services Agreement.]

# KDG Employment Client Intake Form

***Please complete the form below and check the primary contact.***

*\*By adding yourself to the KDG employment email list you may begin receiving our monthly e-newsletter and invitations to upcoming trainings and seminars.*

## **Company**

Legal Business Name \_\_\_\_\_

DBA (if applicable) \_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

### **Owner/President**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Direct Phone Number \_\_\_\_\_

Add me to the KDG email list.\*

### **HR Contact**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Direct Phone Number \_\_\_\_\_

Add me to the KDG email list.\*

Please add any additional contacts that would like to be added to our email list.

**Additional Contact**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Direct Phone Number \_\_\_\_\_

Add me to the KDG email list.\*

**Additional Contact**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Direct Phone Number \_\_\_\_\_

Add me to the KDG email list.\*

**Additional Contact**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Direct Phone Number \_\_\_\_\_

Add me to the KDG email list.\*