



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement	Item No:
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Date: August 15, 2023

Originating Department: Klamath County Sheriff's Office

Issue: In the matter of requesting Board approval for the Klamath County Sheriff's Office to enter into and sign an agreement with Sarah Dougherty to retain legal services.

Background: Klamath County Sheriff's Office is requesting to enter into an agreement with Sarah Dougherty to retain legal representation for legal advice and assistance for Sheriff's Office non-union represented officials and staff in relation to civil or criminal actions that may arise due to circumstances while these personnel are on duty and employed by Klamath County. The agreement will be from July 1, 2023 through June 30, 2024 and includes automatic one-year term renewal beginning July 1 of each year.

Recommended Motion: To approve the Klamath County Sheriff to enter into and sign an agreement with Sarah Dougherty to retain legal representation for Sheriff's Office non-union represented officials and staff. The agreement will automatically renew for one-year terms beginning July 1 of each year. **Fiscal**

Impact: \$2,600 expense 2023-24 fiscal year in the General Fund – Sheriff's Office – Administration.

DONE AND DATED this _____ day of _____, 20____.

 Chair
 Approved
 Denied

 Vice-Chair
 Approved
 Denied

 Commissioner
 Approved
 Denied

ATTORNEY

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and between the Klamath County Sheriff's Office, hereinafter referred to as the "County", and Sarah Dougherty, Attorney at Law, hereinafter referred to as "Attorney". The agreement is made for the purpose of retaining Attorney to represent the County regarding any legal issues that may arise in relation to actions performed by non-union represented employees that may result in criminal or civil lawsuits, while on duty and employed by the County.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish legal advice and assistance to: (a) the Sheriff; (b) 1 Captain (c) two Lieutenants; (c) twelve Sergeants; and (d) any other non-union represented parties the County may later designate, in relation to any potential issues, either civil or criminal, that may arise from actions occurring while the parties were on duty and employed by the County.

2. Attorney's client will be any of the parties listed above, and as such, attorney's legal obligation will fall to each individual. Attorney will operate to protect the best interests of the individual and the individual only. Attorney has no obligation to report to any other entity, nor provide any information, unless approved by the Sheriff or the individual client. Attorney will keep any and all information obtained during the representation of the client confidential and will not disclose said information unless required by law.

SECTION B - COMPENSATION

The County will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

1. For attorney's time: an annual fee of \$2,600.00, to be billed at the beginning of each fiscal year, beginning July 1, 2023, and continuing annually until otherwise agreed between the parties.

During the agreement Attorney will keep track of hours worked and provide the County with an annual report of the hours of work performed during the year.

SECTION C-LENGTH OF AGREEMENT & TERMINATION

This agreement may be terminated by either party upon thirty (30) days-notice in writing and delivered by certified mail or in person to the other party.

This agreement shall run from the 1st day of July, 2023, until the 31st day of June, 2024 and will automatically renew for one-year terms beginning July 1 of each year, running through June 30 of the following year (ex: July 1, 2024 through June 30, 2025), unless otherwise agreed upon between the parties.

Agreed to this _____day of August, 2023. Agreed to this _____day of August, 2023.

Sarah Dougherty, OSB No. 151706
Dougherty Law, LLC

Chris Kaber, Sheriff
Klamath County Sheriff's Office