

**AGENDA**  
**BELVEDERE TIBURON LIBRARY AGENCY**  
**Special Meeting of Tuesday, March 11, 2025 at 11:15am**  
Belvedere Tiburon Library  
1501 Tiburon Blvd, Tiburon, California

**PUBLIC NOTICE**

This meeting will be held in person in the Founders Room at the Library.

**CALL TO ORDER AND ROLL CALL**

**PUBLIC COMMENT**

This is an opportunity for any citizen to briefly address the Board of Trustees on any matter that does not appear on the agenda or concerning closed session. Upon being recognized by the Chair, please state your name, address, and limit your oral statement to no more than three minutes.

**TRUSTEE CONSIDERATIONS**

1. Consideration of Resolution No. 306-2025 entering into a legal services agreement with the firm Boucher Law, PC.

**CLOSED SESSION**

Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2).

**RETURN and REPORT FROM CLOSED SESSION**

**NOTICE: WHERE TO VIEW AGENDA MATERIALS**

*Meeting minutes and other Agenda items are available at <https://www.beltibrary.org/about-us/board-meetings>. Please note that packet items may not yet be posted at this location exactly at the same time as Agenda posting.*

**NOTICE: AMERICANS WITH DISABILITIES ACT**

*The following accommodations will be provided, upon request, to persons with a disability: agendas and/or agenda packet materials in alternate formats; special assistance needed to attend or participate in this meeting. Please make your request at the office of the Administrative Assistant or by calling (415) 789-2660. Whenever possible, please make your request three days in advance.*



RESOLUTION NO. 306-2025

RESOLUTION OF THE BELVEDERE TIBURON LIBRARY AGENCY  
AUTHORIZING THE LIBRARY DIRECTOR TO EXECUTE LEGAL SERVICES  
AGREEMENT WITH BOUCHER LAW, PC FOR LABOR AND EMPLOYMENT  
COUNSEL SERVICES

WHEREAS, the Belvedere Tiburon Library Agency (“BTLA”) was formed in 1995 pursuant to a Joint Powers Agreement to construct, own, operate and maintain a new public library conveniently located for the residents of Belvedere and Tiburon;

WHEREAS, in February, 2025, the Board of Trustees directed staff to obtain legal counsel for labor and employment matters;

WHEREAS, BTLA desires to enter into an agreement with Boucher Law, PC to provide Labor and Employment Counsel services;

WHEREAS, an agreement has been negotiated with Boucher Law, PC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Belvedere Tiburon Library Agency as follows:

1. The Library Director is hereby authorized to execute the attached agreement with Boucher Law, PC for Labor and Employment Counsel services.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Belvedere Tiburon Library Agency on the 11th day of March, 2025.

AYES: TRUSTEES:

NOES: TRUSTEES:

ABSENT: TRUSTEES:

\_\_\_\_\_  
Tony Hooker, Library Agency Chair

ATTEST:

\_\_\_\_\_  
Kristin Johnson, Clerk of the Board

## **AGREEMENT FOR LEGAL SERVICES**

This AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into by and between BELVEDERE TIBURON LIBRARY AGENCY ("Client"), and BOUCHER LAW, PC ("Attorney").

**1. SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with labor and employment matters as may be required from time to time by the Client as set forth by this Agreement, including advice concerning employee disciplinary appeal matters. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney's fee statements.

**2. ATTORNEY-CLIENT PRIVILEGE.** Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, "confidential communication" means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

**3. LEGAL FEES AND BILLING.** Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Four Hundred Forty-Five Dollars (\$445.00) per hour for in-house and "of counsel" attorneys, and Three Hundred Forty-Five Dollars (\$345.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of \$25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation or administrative proceedings, court trials, mediations, arbitrations, appeal or administrative

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hearings, discovery hearings, testifying at trials and hearings, media inquiry and response, and COVID-19 or workplace violence incident case management. A 5% administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

The above rates, effective January 1, 2025, are subject to change at the Attorney's discretion upon thirty (30) days advance written notice whether directly or by invoice. Attorneys, consultants, and staff bill their time in minimum units of one-tenth (0.10) of an hour. Communications advice (e.g. via telephone, voicemail, e-mail) is billed to a minimum increment of three-tenths (0.30) of an hour. Attorney shall submit monthly to the Client a detailed statement of account for services. Client shall review Attorney's monthly statements for services rendered and costs incurred on a monthly basis, and pay Attorney within thirty (30) days of receipt of the statement.

**4. COSTS AND EXPENSES.** Client shall reimburse Attorney for all reasonable and necessary expenses incurred by Attorney in the performance of the services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (in-house printing and copies shall be charged at \$0.20 per page for black and white copies, and \$0.70 per page for color copies); mileage expenses at the rate allowed by the Internal Revenue Service; bridge tolls; parking; long distance telephone and facsimile charges; computerized research (e.g. Lexis or Westlaw), including research services performed by Attorney's staff; postage; delivery costs (e.g. courier, overnight and express delivery); court fees; court reporters or transcription fees, including transcripts; deposition and discovery costs, including expert witness fees; travel expenses, including out-of-town transportation, lodging expenses and meals where appropriate; and, other similar costs. At times, Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required, and Client shall be responsible for paying such fees and charges. Unless other arrangements are made, costs and expenses incurred by Attorney shall be itemized and included as part of the monthly fee statement.

**5. INDEPENDENT CONTRACTOR STATUS.** Attorney shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Attorney, its agents or employees, render the legal services required under this Agreement.

**6. CONFLICTS.** Attorney is not presently aware of any conflicts of interest which is adverse to Client. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests

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adverse to Client, and Attorney reserves the right to represent such clients in matters not connected with its representation of Client. If a potential conflict of interest arises in Attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining counsel.

**7. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding Client's discharge or Attorney's withdrawal, Client shall remain obligated to pay Attorney at the agreed rates for all services and expenses provided up through and including the effective date of termination, and for any services requested by Client after the date of termination. Attorney shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

**8. DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and shall not be construed as promises or guarantees.

**9. CHANGE OR WAIVER.** No change or waiver of any of the provisions of this Agreement shall be effective unless the change or waiver is in writing and signed by all parties.

**10. PROFESSIONAL LIABILITY INSURANCE.** Attorney maintains professional liability insurance, subject to a standard deductible.

**11. FILE RETENTION AND DESTRUCTION OF CLOSED FILES.** Attorney maintains electronic records of all Client files and destroys all paper documents related to the matter within seven (7) days after it has been received and preserved digitally. Therefore, clients wishing to receive paper copies of all file documents (including any original documents) shall notify Attorney within seven (7) days of the commencement of the matter. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to

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having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

After Attorney's services conclude for the matter, any original documents of which Attorney is required by law to retain will be returned to Client, and Attorney is authorized to retain a digital copy of the case file. The case file includes Client papers and property as defined in Rule 1.16(e) of the California Rules of Professional Conduct. If Client does not request the case file for this matter, Attorney will retain the electronic case file for a period of five (5) years after a matter is closed.

If Client does not request delivery of the case file for a closed matter before the end of the five (5) year period, Attorney shall have no further obligation to retain the case file (in any format, including digitally) and may, at Attorney's discretion, destroy it without further notice to Client.

**12. NO TAX ADVICE.** Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 1 above. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

**13. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURE.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon the receipt of facsimile signatures or electronic transmittal via e-mail. A copy of a signature shall be deemed equivalent to an original signature, and fax and electronic signatures are equally binding as originals.

**14. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

**15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**16. SEVERABILITY.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**17. ATTORNEY'S FEES.** If any legal action or arbitration or similar proceeding is instituted by either party concerning the payment of the fee charged

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hereunder, the prevailing party shall be entitled to collect its reasonable attorney's fees in addition to any other relief that party may obtain.

**18. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement will take effect when Client and Attorney have executed it, but its effective date will be retroactive to the date Attorney first performed services. This Agreement shall continue in full force and effect until terminated in accordance with paragraph 7 above. Even if this Agreement does not take effect, Client shall be obligated to pay Attorney the reasonable value of any services Attorney may have performed at the request of Client.

**19. AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Attorney have executed this Agreement for Legal Services.

BELVEDERE TIBURON LIBRARY AGENCY

BOUCHER LAW, PC

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

Crystal Duran, Library Director

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

Christopher K. Boucher, President

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

Date: March 11, 2025