

**AGREEMENT BY AND BETWEEN
ALAMEDA COUNTY, CONTRA COSTA COUNTY,
FRESNO COUNTY, KERN COUNTY, KINGS
COUNTY, MADERA COUNTY, MERCED COUNTY,
ORANGE COUNTY, PLUMAS COUNTY, RIVERSIDE
COUNTY, SAN BERNARDINO COUNTY, SAN
JOAQUIN COUNTY, STANISLAUS COUNTY AND
TULARE COUNTY AND OLSON REMCHO, LLP
FOR PROFESSIONAL LEGAL SERVICES**

AGREEMENT WITH OLSON REMCHO, LLP FOR PROFESSIONAL LEGAL SERVICES

This Agreement for Professional Legal Services (this “Agreement”) is by and between Alameda County, Contra Costa County, Fresno County, Kern County, Kings County, Madera County, Merced County, Orange County, Plumas County, Riverside County, San Bernardino County, San Joaquin County, Stanislaus County and Tulare County, political subdivisions of the State of California (individually referred to as “County” and collectively referred to as “Counties”), on the one hand, and Olson Remcho, LLP (“Attorneys”), on the other hand. Counties and Attorneys are sometimes collectively referred to as “Parties” and individually as “Party.” This Agreement will become effective as to each County upon the County’s return of a signed copy of this Agreement, and Attorneys will be obligated to provide legal services for that County on and after January 1, 2020.

RECITALS

WHEREAS, the Counties desire to contract for professional legal services relating to representation in a federal lawsuit challenging the Counties’ collection of property taxes utilizing the Unitary Tax Rate; and

WHEREAS, Attorneys provide professional legal services in the area of property tax to municipalities, and are particularly qualified to perform required services due to their legal competence and expertise; and

WHEREAS, Counties desire to retain Attorneys’ services in connection with the Scope of Services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Services:** The Scope of Services for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Attachment B-2, which is attached hereto and incorporated herein by this reference, and includes full compensation for providing all services performed under this Agreement. The list of Attorneys’ personnel classifications under this Agreement and their respective hourly rates are set forth on Attachment B-2, which classifications may be amended from time to time as necessary through letter agreements between the Attorneys and the Counties. However, the approved hourly rates set forth in this Agreement may not be amended or increased without approval of the board of supervisors for each County.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
4. **Agreement Term:** The effective date for each County shall be the date that County executes the Agreement. The Agreement shall continue until completion of the matters for

which Attorneys have been retained, unless sooner terminated as provided herein.

5. **Professional Conflict of Interest:** Without limitation as to, or alteration of, obligations otherwise imposed on Attorneys with respect to each County under the Rules of Professional Conduct or under law, Attorneys shall not simultaneously represent any client who is adverse to any County(ies). If Attorneys desire employment which is or may be adverse to any County(ies) Attorneys shall transmit a statement of such desire to the applicable County(ies) prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County(ies) should consent. The County(ies) will follow its/their applicable Conflict of Interest Policy, if any, in approving or denying such request.

6. **General Conflicts of Interest:** The Attorneys shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Counties or any County. This obligation shall apply to the Attorneys; the Attorneys' employees, agents, and relatives; sub-tier Attorneys and third parties associated with accomplishing services hereunder. The Attorneys' efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the Counties or any County. The Attorneys shall not, during the period of this Agreement, employ or offer employment to an employee of any of County for any purpose.

7. **Confidentiality and Communication with Counties:** Attorneys shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal and State laws, the laws of each County, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Attorneys shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Attorneys recognize that their relationship with Counties and their agents and employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through the Counties is confidential and privileged. Attorneys warrant that outside of the Scope of Services they shall not disclose or use in any manner whatsoever any of the information from Counties' officers, employees, and agents in connection with said relationships or proceedings. Attorneys understand that the County Counsel for each County is the legally empowered legal representative of that County and its officers and employees and Attorneys shall not without specific direction from the County Counsel for a County communicate with, advise or represent that County's officers or employees. This provision shall not apply to communications between Attorneys and members of the County's Board of Supervisors. These confidentiality obligations shall survive this Agreement's termination or expiration.

Attorneys and the Counties participating in this litigation have entered into a Joint Defense Agreement to avoid any waiver of the confidentiality of privileged communications in documents, verbal or written communication, or work product, or any other interaction between counsel and their respective clients, agents, or staff, while pursuing their common legal and strategic interests.

8. **Independent Contractors:** Attorneys shall be considered as independent contractors and neither Attorneys, its employees nor anyone working under Attorneys shall be considered an agent or an employee of the Counties or any County. Neither Attorneys, their employees nor anyone working under Attorneys shall qualify for workers' compensation or other fringe benefits of any kind through any County.

9. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by Attorneys without the express written consent of Counties. Any attempt by Attorneys to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of Counties shall be invalid and shall constitute a material breach of this Agreement. However, Attorneys may retain consultants or experts as Attorneys deem appropriate after receiving written approval from an Attorney Representative for the Counties. (see Attachment B).

10. **Performance:** Attorneys shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to Counties' satisfaction. Attorneys shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Attorneys under this Agreement. Attorneys shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of Counties required in their governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors.

11. **Compliance with Laws:** Attorneys represent and warrant that services to be provided under this Agreement shall fully comply, at Attorneys' expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Counties. Attorneys acknowledge that Counties are relying on Attorneys to ensure such compliance, and pursuant to the requirements of section 15 below, Attorneys agree that they shall defend, indemnify and hold Counties and Counties' Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

12. **Attorneys Personnel:** Attorneys warrant that all Attorneys' personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the Counties. Counties expressly retain the right to have any of the Attorneys' personnel removed from performing services under this Agreement to Counties. Attorneys shall effectuate the removal of the specified Attorneys personnel from providing any services to the Counties under this Agreement within one business day of notification by an Attorney Representative for the Counties. An Attorney Representative for the Counties shall submit the request in writing to the Attorneys. The Counties are not required to provide any reason, rationale or additional factual information if they elect to request any specific Attorneys' personnel be removed from performing services under this Agreement.

Attorneys' Supervising Attorney for this Agreement shall be **Margaret Prinzing**. Attorneys' Supervising Attorney shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as or designate lead counsel ("Lead Counsel") for all activities performed under the scope of services described below. Designation of Lead Counsel shall be subject to written approval from an Attorney Representative for the Counties. Any change in Attorneys' Supervising Attorney shall be first authorized in writing by an Attorney Representative for the Counties.

The Counties will designate one or more Attorney Representatives who will serve as the Attorneys' primary point(s) of contact for the Counties. The Counties' designated Attorney Representative(s) shall be provided by the Counties within 45 days after the first County enters into this Agreement. Until the designated Attorney Representative(s) are named, the County

Counsel for each County that has executed the Agreement, or designee, will have the powers of an Attorney Representative. Each Attorney Representative shall have authority to act for Counties, within the scope of his or her authority, on all daily operational matters under this Agreement and shall review and approve all Attorneys' reports, whether written or verbal, and any change in Attorneys' Supervising Attorney or Lead Counsel. Whenever the Counties designate an Attorney Representative or makes a change to the Attorney Representatives, the Counties shall notify Attorneys in writing.

13. **Reports/Meetings:** The Attorneys shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The Counties and the Attorneys will meet on reasonable notice to discuss the Attorneys' performance and progress under this Agreement. If requested, the Attorneys' personnel shall attend all meetings. The Attorneys shall provide such information that is requested by the Counties for the purpose of monitoring progress under this Agreement.

14. **Patent/Copyright Materials/Proprietary Infringement:** Attorneys shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Attorneys warrant that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Attorneys agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend and hold Counties Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

15. **Indemnification:** Attorneys agree to indemnify, defend with counsel approved in writing by an Attorney Representative, and hold harmless Counties, their respective elected and appointed officials, officers, employees, agents and those special districts and agencies for which a County's board of supervisors acts as the governing board ("Counties' Indemnitees") from any and all claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the negligent performance of services pursuant to this Agreement. If judgment is entered against Attorneys and one or more County(ies) (or any of the Counties' Indemnitees), by a court of competent jurisdiction because of the concurrent active negligence of Attorneys and one or more County(ies) or Counties' Indemnitees, Attorneys and Counties agree that liability will be apportioned as determined by the court. Attorneys and Counties shall not request a jury apportionment.

16. **Insurance Provisions:** Prior to the provision of services under this Agreement, Attorneys agree to purchase all required insurance at Attorneys' expense and to deposit with the Counties Certificates of Insurance, including all endorsements required herein, necessary to satisfy the Attorney Representatives for the Counties that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the Counties during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Attorneys pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Attorneys.

If Attorneys fail to maintain insurance acceptable to Counties for the full term of this contract, Counties may terminate this contract. The insurance provisions below are general provisions relating to insurance. Individual Counties may require specific insurance requirements to be met, which requirements shall be specified in a separate letter agreement between Attorneys and the County and be incorporated into this Agreement.

A. Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in

the state of California (“California Admitted Carrier”) or have a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management of each County retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

B. Self-Insured Retentions

All self-insured retentions (“SIRs”) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a “0” by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

C. Required Coverage

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicle	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

D. Commercial General Liability Policy

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming each County, its elected and appointed officials, officers, employees, agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by each County shall be excess and non-contributing.

E. Automobile Liability Policy

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

F. Professional Liability Coverage

If Attorneys' Professional Liability policy is a "claims made" policy, Attorneys shall agree to maintain professional liability coverage for two (2) years following completion of Agreement.

G. Waiver of Right of Subrogation

All insurance policies required by this Agreement shall waive all rights of subrogation against each County and each County's members of the board of supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against each County, and each County's members of the board of supervisors, its elected and appointed officials, officers, agents and employees.

H. Notice of Cancellation

All insurance policies required by this Agreement shall give each County thirty (30) days' notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

I. Insurance Certificates

Insurance certificates should be forwarded to County Counsel for each County at the addresses listed for Notices in this Agreement.

J. Change in Coverage Requirements

Each County expressly retains the right to require Attorneys to increase insurance of any of the above insurance types throughout the term of this Agreement to adequately protect its interests.

An Attorney Representative for the Counties shall notify Attorneys in writing of changes in the insurance requirements. If Attorneys do not deposit copies of acceptable certificates of insurance and endorsements with each of the Counties incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Attorneys, and each County shall be entitled to all legal remedies.

K. Procuring of Insurance Is Not a Limitation of Liability

The procuring of such required policy or policies of insurance shall not be construed to limit Attorneys' liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

17. **Ownership of Documents:** All documents, reports and other incidental or derivative work or materials furnished under this Agreement by the Counties or the Attorneys may be used by the Counties or any County as required without additional cost to the Counties or County. None of the documents, reports and other incidental or derivative work furnished by the Counties shall be used by the Attorneys without the express written consent of the Counties.

18. **Title to Data:** All materials, documents, data or information obtained from the data files of the Counties or any County or any medium furnished to Attorneys in the performance of this Agreement by the Counties or any County will at all times remain the property of the entity that furnished the data or information. Such data or information may not be used or copied for direct or indirect use by the Attorneys after completion or termination of this Agreement without the express written consent of the Counties. All materials, documents, data or information, including copies, must be returned to Counties at the end of this Agreement.

19. **Records:** Attorneys shall keep an accurate record of time expended by Attorneys and the subcontractors working for Attorneys in the performance of this Agreement. Such record shall be available for periodic inspection by the Counties or any County at reasonable times.

20. **Audits/Inspections:** Attorneys agree to permit the Auditor-Controller for any County or that Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by a County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Attorneys for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Attorneys will be provided reasonable notice of such an audit or inspection.

Counties and each County reserve the right to audit and verify Attorneys' records before final payment is made.

Attorneys agree to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Attorneys agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Attorneys agree to include a similar right to Counties and any County to audit records and interview staff of any subcontractors related to performance of this Agreement.

Should Attorneys cease to exist as a legal entity, Attorneys' records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to an Attorney Representative for the Counties.

21. **Termination for County's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time by the Counties or by any County, when the Counties or County deem(s) termination of this Agreement to be in their/its best interests. An Attorney Representative on behalf of the Counties or the County Counsel for a County, or designee, on behalf of a County, shall terminate services by delivering to Attorneys a written

Termination Notice specifying the extent to which services are terminated and the effective termination date. If a Termination Notice is received by one or more, but not all, of the Counties, Attorneys shall continue performing services for the remaining, non-terminating Counties. After receiving a Termination Notice, and unless otherwise directed by the Counties or County, Attorneys shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written closing report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Attorneys (including a discussion of applicable law), a list and description of all scheduled meetings, court appearances or matters which Attorneys were to attend, and an assessment of the accomplishments of Attorneys' engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Attorneys fail to submit a final billing within the time allowed, Counties or County may determine, on the basis of available information, the amount, if any, due to Attorneys. After Counties or County makes a determination, the Counties or County shall pay Attorneys that amount. The Counties' or County's determination shall be final.
- e) Provide an Attorney Representative for the Counties or County Counsel, or designee, for any County, with copies (electronic and hard copies) of all files and attorney work product for any matters for which Counties retained Attorneys. This includes any computerized index, computer programs and document retrieval systems created or used for the matters. When instructed by an Attorney Representative for the Counties or County Counsel, or designee, for any County, Attorneys shall file with the court the appropriate substitution of counsel.

22. Breach of Agreement: The failure of Attorneys to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Counties or any County may send Attorneys written notice of the breach and provide Attorneys with ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Counties may discontinue payment to Attorneys for and during the period in which Attorneys are in breach; and offset against any monies billed by the Attorneys but yet unpaid by the Counties those monies disallowed pursuant to the above; and/or
- c) Counties or County may terminate the Agreement immediately, without penalty to Counties or County.

23. Consent to Breach Not Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach, or the rights of any other Party with respect to such breach.

24. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by any Party to any other remedies provided by law.

25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid. The contact information for each County is set forth on Attachment E, which may be amended to update attorney contact information upon written notice from an Attorney Representative for the Counties. The contact information for Attorneys is the following:

Name:	<i>Olson Remcho, LLP</i>
Address:	1901 Harrison St #1550 <i>Oakland, CA 94612</i>
Attn.:	<i>Margaret Prinzing</i>
Title:	<i>Partner</i>
Phone:	510-346-6200
Fax:	510-346-6201
email:	mp@rjp.com

26. **County Child Support Enforcement:** In order to comply with child support enforcement requirements of each County, within thirty (30) days of the effective date of this Agreement, Attorneys agree to furnish to each County a fully completed and executed certification in the form of Attachment D. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the Attorneys to timely submit the data and/or certification required above or to comply with all Federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Agreement. Failure to cure such breach within sixty (60) calendar days of notice from a County shall constitute grounds for that County's termination of this Agreement.

27. **Employee Eligibility Verification:** Attorneys warrant that they fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and that all Attorneys' employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Attorneys shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 *et seq.*, as they currently exist and as they may be hereafter amended. Attorneys shall retain all such documentation for all covered employees for the period prescribed by the law. Attorneys shall indemnify, defend with counsel approved in writing by each County, and hold harmless, the Counties and Counties' Indemnitees from employer sanctions and any other liability which may be assessed against Attorneys or the Counties/Counties' Indemnitees or both in connection with any alleged violation

of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

28. **Entire Agreement:** This Agreement, including Attachments A, B, C, D, and E which are attached hereto and incorporated herein by this reference, contains the entire Agreement between the Parties with respect to the matters herein, and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

29. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Notwithstanding the foregoing, a County may enter into a separate agreement with Attorneys modifying or supplementing the terms of this Agreement, provided that such separate agreement does not conflict with the best interests of Counties or any other County.

30. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

31. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the board of supervisors for each County for the fiscal years covered by the Term of this Agreement. If such appropriations are not approved by the board of supervisors for a County, the Agreement will be immediately terminated with respect to that County and without penalty to that or any other County.

32. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes California state sales or use tax applicable now or in the future.

33. **Change of Ownership:** Attorneys agree that, if there is a change or transfer in ownership of Attorneys' business prior to completion of this Agreement, the new owner(s) or successor(s) to Attorneys shall be required to provide documentation satisfactory to Counties and any County that the new owner(s) or successor(s) have assumed and will assume Attorneys' duties and obligations contained in this Agreement, and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).

34. **Publication:** No copies of schedules, written documents, or computer-based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Attorneys and/or anyone acting under the supervision of Attorneys to any person, partnership, company, corporation, or agency, without prior written approval by Counties through an Attorney Representative for the Counties, except as necessary for the performance of the services of this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be published only by the Counties unless otherwise agreed to by the Parties.

35. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

36. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

37. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day(s), unless otherwise expressly provided.

38. **Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.

39. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.

40. **Interpretation:** This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

41. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

42. **Joint Representation.** Counties will endeavor to reach decisions affecting this litigation by consensus, and Attorneys will use their best efforts to provide Counties with all reasonably available information and reasonable time to reach consensus on all material decisions. If Counties are unable to reach consensus on a particular decision, other than settlement or dismissal, Attorneys will proceed according to the decision reached by a majority of the Counties then participating in the litigation. Decisions about settlement or dismissal will be made by consensus of all Counties then participating in the litigation.

Attorneys have informed Counties that the representation of multiple interests has implications that should be considered. Cases of joint representation may result in a waiver of the attorney-client privilege with respect to communications between the Parties. Joint representation may also lead to potential or actual conflicts of interests between the Parties. After discussing this matter with each of the Counties specified above, Attorneys agree that the interests of the Counties do not differ and that joint representation is appropriate. If any County subsequently comes to believe that a conflict has developed, that County will promptly advise Attorneys in writing. Likewise, Attorneys will promptly advise Counties in writing if Attorneys come to believe that a conflict has developed. In such event, Attorneys might have to withdraw as the counsel for the Counties or a County, if Attorneys’ ability to exercise their independent professional judgment on behalf of any County would be adversely affected. Counties agree that, in the event Attorneys withdraw from representing any County, that County will not seek to

disqualify Attorneys from continuing to represent any other client.

SIGNATURES ON FOLLOWING PAGE

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: January ___, 2020

ATTORNEYS:

Olson Remcho, LLP

By: _____
Margaret R. Prinzing, Partner

DATED: January ___, 2020

DONNA R. ZIEGLER
County Counsel, County of Alameda

By: _____
FARAND C. KAN
(State Bar No. 203980)
Deputy County Counsel, County of Alameda
1221 Oak Street, Suite 450
Oakland, California 94612
Telephone: (510) 272-6700
Facsimile: (510) 272-5020
farand.kan@acgov.org

Attorneys for Defendant County of Alameda

DATED: January ___, 2020

SHARON L. ANDERSON
Contra Costa County Counsel

By:

Rebecca J. Hooley
(State Bar No. 212881)
Deputy County Counsel, Contra Costa County
651 Pine Street, 9th Floor
Martinez, CA 94553
Telephone: 9925) 335-1854
Facsimile: (925) 646-1078
rebecca.hooley@cc.cccounty.us

*Attorneys for Defendant County of Contra
Costa*

DATED: January ___, 2020

COUNTY COUNSEL, COUNTY OF
FRESNO

By:

Daniel C. Cederborg
(State Bar No. 124260)
County Counsel, County of Fresno
2220 Tulare Street, Room 500
Fresno, CA 93721
Telephone:(559) 600-3479
Facsimile: (559) 600-3480 (fax)
dcederborg@fresnocountyca.gov

Attorneys for Defendant County of Fresno

DATED: January ___, 2020

MARGO A. RAISON
County Counsel, Kern County

By: _____

Jerri S. Bradley
(State Bar No. 180341)
Deputy County Counsel, County of Kern
1115 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301
Telephone: (661) 868-3819
Facsimile: (661) 868-3809
jbradley@kerncounty.com

Attorneys for Defendant County of Kern

DATED: January ___, 2020

LEE BURDICK
County Counsel, County of Kings

By: _____

Diane Walker Freeman
(State Bar No. 264330)
Deputy County Counsel
County of Kings
1400 W. Lacey Blvd., Bldg #4
Hanford, CA 93230
Telephone: (559)852-2445
Facsimile: (559)584-0865
diane.freeman@co.king.ca.us

Attorneys for Defendant County of King

DATED: January __, 2020

COUNTY COUNSEL, COUNTY OF MADERA

By: _____

Michael R. Linden
(State Bar No. 192485)
Deputy County Counsel, County of Madera
7404 N Spalding Ave.
Fresno, CA 93720
Telephone: (559) 431-5600
Facsimile: (559) 261-9366
mlinden@lozanosmith.com

Attorneys for Defendant County of Madera

DATED: January __, 2020

COUNTY COUNSEL, MERCED COUNTY

By: _____

Forrest W. Hansen
(State Bar No. 235432)
Assistant County Counsel
Merced County Counsel
2222 M Street, Room 309
Merced, CA 95340
Telephone: (209) 385-7564
Facsimile: (209) 726-1337
forrest.hansen@countyofmerced.com

Attorneys for Defendant County of Merced

DATED: January __, 2020

COUNTY COUNSEL, ORANGE COUNTY

By: _____

Steven C. Miller
(State Bar No. 112951)
Senior Deputy County Counsel
County of Orange
333 West Santa Ana Blvd., 4th Floor
Santa Ana, CA 92701
Telephone: (714) 834-3304
steven.miller@coco.ocgov.com

Attorneys for Defendant County of Orange

DATED: January __, 2020

COUNTY COUNSEL, PLUMAS COUNTY

By: _____

Gretchen Stuhr
(State Bar No. 236869)
Deputy County Counsel III
520 Main Street, Room 302
Quincy, CA 95971
Telephone: (530) 283-6240
GretchenStuhr@countyofplumas.com

Attorneys for Defendant County of Plumas

DATED: January __, 2020

COUNTY COUNSEL, RIVERSIDE COUNTY

By: _____

Ronak N. Patel
(State Bar No. 249982)
Deputy County Counsel, Riverside County
3960 Orange Street, Ste. 500
Riverside, CA 92501
Telephone: (951) 955-6321
Facsimile: (951) 955-6363
RPatel@rivco.org

Attorneys for Defendant County of Riverside

DATED: January __, 2020

MICHELLE D. BLAKEMORE

By: _____

Kristina M. Robb
(State Bar No. 239353)
Deputy County Counsel
San Bernardino County
385 N. Arrowhead Ave., Fl. 4
San Bernardino, CA 92415
Telephone: (909) 387-5436
KRobb@cc.sbcounty.gov

Attorneys for Defendant County of San Bernardino

DATED: January __, 2020

COUNTY COUNSEL, SAN JOAQUIN
COUNTY

By: _____

Richard Flores
(State Bar No. 99281)
Assistant County Counsel, County of San
Joaquin
44 N. San Joaquin St., Ste. 679
Stockton, CA 95202
County: San Joaquin County
Telephone: (209) 468-2980
Facsimile: (209) 468-0315
rflores@sjgov.org

Attorneys for Defendant County of San Joaquin

DATED: January __, 2020

THOMAS E. BOZE
Stanislaus County Counsel

By: _____

Daniel Solish
(State Bar No. 279446)
Deputy County Counsel
County of Stanislaus
1010 10th Street, Suite 6400
Modesto, CA 95354
Telephone: (209) 525-6376
Facsimile: (209) 525-4473
solishd@stancounty.com

Attorneys for Defendant County of Stanislaus

DATED: January __, 2020

COUNTY COUNSEL, TULARE COUNTY

By: _____

Kathleen A. Taylor
(State Bar No. 131100)
Tulare County Counsel
2900 W. Burrell Avenue
Visalia, CA 93230
Telephone: 559-636-4950
Facsimile: 559-737-4319
ktaylor@co.tulare.ca.us

Attorneys for Defendant County of Tulare

ATTACHMENT A
SCOPE OF SERVICES

1. Attorneys shall provide Counties with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category as is acceptable to Counties.
2. Attorneys shall provide all legal services requested by Counties within or reasonably related to the defense of the Counties in *BNSF Railway Company v. Alameda County, et al.*, U.S. D.C. (N.D. Cal.), Case No. 19-cv-07230-HSG.
3. Attorneys shall meet with the designated Attorney Representative(s) for the Counties upon request.
4. Attorneys shall obtain written approval from an Attorney Representative for the Counties before retaining any consultant or expert witness to assist with any individual matter assigned to Attorneys.
5. Attorneys shall obtain the written approval of an Attorney Representative for the Counties prior to undertaking legal research of more than twelve (12) hours on any particular issue.
6. Attorneys shall obtain prior approval from an Attorney Representative for the Counties for travel outside the Counties of Alameda, Contra Costa or San Francisco.
7. Attorneys shall consult with an Attorney Representative for the Counties on regular strategic and tactical decisions. Attorneys shall consult with the Counties on significant strategic and tactical decisions, especially those that concern disposition of the case.
8. Attorneys shall, if applicable, assist Counties in settlement evaluations and negotiations, and shall obtain authority from an Attorney Representative for the Counties before making any settlement proposal on Counties' behalf or to the Court or to any other party to a case or matter. As a general matter, all settlements must be approved by the board of supervisors for each County.
9. Attorneys have been retained to defend the Counties against a complaint in the U.S District Court for the Northern District of California challenging the ad valorem property tax rate applied to Plaintiff's property on the unitary tax roll (*BNSF Railway Company v. Alameda County, et al.*, U.S. D.C. (N.D. Cal.), Case No. 19-cv-07230-HSG).
10. Attorneys will represent Alameda County, Contra Costa County, Fresno County, Kern County, Kings County, Madera County, Merced County, Orange County, Plumas County, Riverside County, San Bernardino County, San Joaquin County, Stanislaus County and Tulare County.

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

A. ATTORNEY'S FEES

1. Billing: Alameda, Contra Costa, Fresno, Kern, Kings, Madera, Merced, Orange, Plumas, Riverside, San Bernardino, San Joaquin, Stanislaus and Tulare Counties have agreed to split the fees and costs for this litigation equally between the participating Counties. Attorneys will therefore bill Kern County, which County will then apportion the appropriate equal share to each of the remaining Counties. Attorneys shall not bill any County independently unless providing services specifically to such County and upon the written authorization of such County.
2. Hourly Rate Schedule: The hourly rate schedule for the Attorneys is set forth on Attachment B-2
3. **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF AN ATTORNEY REPRESENTATIVE FOR THE COUNTIES, COUNTIES WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE ATTORNEY (INCLUDING ATTORNEYS' STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAN ONE ATTORNEY ATTENDS ANY EVENT, COUNTIES WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR ATTORNEY PRESENT. IN ADDITION, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF AN ATTORNEY REPRESENTATIVE FOR THE COUNTIES, COUNTIES WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING.**

B. EXPENSES

Counties shall reimburse Attorneys for their actual out-of-pocket expenses without mark-up, excluding expenses generally considered as overhead already reflected in Attorneys' hourly rates.

1. Reimbursable ordinary expenses shall include, but not be limited to:
 - a. Transcript fees.
 - b. Postage.
 - c. Messenger service.
 - d. Process service.
2. Reimbursable extraordinary expenses include charges of which Attorneys have obtained Counties' prior approval. Such expenses include, but shall not be limited to:
 - a. Consultants, up to \$150,000, unless otherwise authorized by the Counties.
 - b. Expert witnesses up to \$150,000, unless otherwise authorized by the Counties.

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

- c. Travel outside the Counties of Alameda, Contra Costa and San Francisco.
 - d. Investigative services.
 - e. Any expense item exceeding Five Hundred Dollars (\$500.00).
3. Non-reimbursable expenses include, but shall not be limited to:
- a. Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - b. Charges for time spent to provide necessary information for audits or billing inquiries of any County.
 - c. Charges for work performed which had not been authorized by the Counties. Such work shall be a gratuitous effort by Attorneys.
 - d. Mileage, travel expenses or telephone expenses from the regular office of Attorneys to the Alameda County, Contra Costa County and San Francisco County.
 - e. In-house copying costs.

C. BILLINGS AND PAYMENTS

1. BILLINGS

- a. Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered.
- b. The original billing statement(s) and one copy shall be submitted to:

County of Kern
Office of the County Counsel
1115 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
ATTN: Jerri Bradley
- c. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.
- d. Each billing statement shall be identified by a unique number and shall be itemized to include:
 - i. Matter or Case name and court number.
 - ii. Staffing level(s), hourly rates and specific activities for each

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

attorney and/or paralegal.

- (1) Each activity shall be billed separately as a line item in a time reporting format acceptable to the Counties.
- (2) A detailed description of specific activities for each attorney and/or paralegal.
- (3) Each activity shall be billed in increments of one tenth of an hour, rounded off to the nearest one tenth of an hour. The minimum time charged for any particular activity shall be one tenth of an hour.

iii. Total current and cumulative monthly fees billed for each staffing level.

iv. Total current monthly expenses billed in the following categories:

- (1) Consultant and expert witness expenses;
- (2) Deposition and transcript expenses; and
- (3) Other miscellaneous expenses.

v. Total cumulative expenses to date billed in (iv) directly above.

2. PAYMENTS

Counties shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to County of Kern. Counties shall make their best effort to process payments promptly after County of Kern receives Attorneys' monthly billing statement. Counties shall not pay interest or finance charges on any outstanding balance(s).

ATTACHMENT B-2

Rate Code C: PRU / Government and Nonprofit Litigation

Partners	Lance Olson	\$425	Partners	\$425
	James Harrison	\$425	Of Counsel Attorneys	\$425
	Tom Willis	\$425	Sr. Associates / Associates	\$350-\$275
	Karen Getman	\$425	Law Clerks	\$150
	Emily Andrews	\$425	Reporting Managers	\$150
	Lacey Keys	\$425	Assistant Managers	\$150
	Margaret Prinzing	\$425	Paralegals	\$150
	Richard Rios	\$425	Team Coordinators	\$135
	Andrew Werbrock	\$425	Reporting Specialists	\$130
	Robin Johansen	\$425	Reporting Assistants	\$90
Of Counsel Attorneys	Deborah Caplan	\$425		
	Chris Waddell	\$425		
Sr. Associates	Erica Boyd	\$350		
	Kristen Rogers	\$350		
Associates	Christine Dugger	\$275		
	Omar El-Qoulaq	\$275		
	Ben Gevercer	\$275		
	Megan Lasswell	\$275		
	Kelly Liang	\$275		
	Nick Warshaw	\$275		
		\$150		
		\$150		
Law Clerks		\$150		
Reporting Managers / Paralegals		\$135		
Team Coordinators		\$130		
Reporting Specialists		\$90		
Reporting Assistants				

ATTACHMENT C
ATTORNEYS' DECLARATION ON BILLING STATEMENT

The following declaration shall be made on the original of each billing statement and personally signed and dated by Attorneys' Supervising Attorney or Lead Counsel.

“I have personally examined this billing statement. All entries are in accordance with the Agreement For Professional Legal Services, are correct and reasonable for the services performed and costs incurred, and no item on this statement has been previously billed to Counties.”

DATE

SIGNATURE

NAME

TITLE
(Supervising Attorney or Lead Counsel)

ATTACHMENT D
CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address.

Name:
DOB:
Social Security Number:
Residence Address:

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity.

Name:
D.O.B.:
Social Security Number:
Residence Address:

Name:
DOB.:
Social Security Number:
Residence Address:

(Additional sheets may be used if necessary)

CERTIFICATION

“I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees, and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments, and will continue to be in compliance throughout the term of the Agreement (Contract #). I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement without cost to the County.”

Authorized Signature

Typed or Printed Name

Title

**ATTACHMENT E
ATTORNEYS FOR COUNTIES**

Name: Office of the Alameda County Counsel
Address: 1221 Oak Street, Suite 450
Oakland, California 94612
Attn.: Farand Kan
Title: Deputy County Counsel
Phone: (510) 272-6700
Fax: (510) 272-5020
Email: farand.kan@acgov.org

Name: Office of the Contra Costa County Counsel
Address: 651 Pine Street, 9th Floor
Martinez, CA 94553
Attn.: Rebecca Hooley
Title: Deputy County Counsel
Phone: (925) 335-1854
Fax: (925) 646-1078
email: Rebecca.hooley@cc.cccounty.us

Name: Office of the Fresno County Counsel
Address: 2220 Tulare Street, Room 500
Fresno, CA 93721
Attn: Daniel C. Cederborg
Title: (559) 600-3479
Phone: (559) 600-3479
Fax: (559) 600-3480
Email: dcederborg@fresnocountyca.gov

Name: Office of the Kern County Counsel
Address: 1115 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
Attn.: Jerri Bradley
Title: Deputy County Counsel
Phone: (661) 868-3819
Fax: (661) 868-3809
Email: jbradley@kerncounty.com

Name: Office of the Kings County Counsel
Address: 1400 W. Lacey Blvd., Bldg #4
Hanford, CA 93230
Attn.: Diane Walker Freeman
Title: Deputy County Counsel
Phone: (559) 852-2445

Fax: (559)584-0865
email: diane.freeman@co.king.ca.us

Name: Office of the Madera County Counsel
Address: 7404 N Spalding Ave.
Fresno, CA 93720
Attn: Michael R. Linden
Title: Deputy County Counsel
Phone: (559) 431-5600
Fax: (559) 261-9366
Email: mlinden@lozanosmith.com

Name: Office of the Merced County Counsel
Address: 2222 M Street, Room 309
Merced, CA 95340
Attn.: Jenna Anderson
Title: Deputy County Counsel
Phone: (209) 385-7564
Fax: (209) 726-1337
Email: Jenna.anderson@countyofmerced.com

Name: Office of the Orange County Counsel
Address: 333 West Santa Ana Blvd., 4th Floor
Santa Ana, CA 92701
Attn.: Steven C. Miller
Title: Senior Deputy County Counsel
Phone: (714) 834-3304
Fax:
email: steven.miller@coco.ocgov.com

Name: Office of the Plumas County Counsel
Address: 520 Main Street, Room 302
Quincy, CA 95971
Attn.: Gretchen Stuhr
Title: Deputy County Counsel III
Phone: (530) 283-6240
Fax:
email: GretchenStuhr@countyofplumas.com

Name: Office of the Riverside County Counsel
Address: 3960 Orange Street, Ste. 500
Riverside, CA 92501
Attn.: Ronak N. Patel
Title: Deputy County Counsel
Phone: (951) 955-6321
Fax: (951) 955-6363
email: RPatel@rivco.org

Name: Office of the San Bernardino County Counsel
Address: 385 N. Arrowhead Avenue, 4th Floor
Attn.: Kristina M. Robb
Title: Deputy County Counsel
Phone: 909-387-5436
Fax: 909-387-5462
email: krobb@cc.sbcounty.gov

Name: Office of the San Joaquin County Counsel
Address: 44 N. San Joaquin St., Ste. 679
Stockton, CA 95202
Attn.: Richard Flores
Title: Assistant County Counsel, County of San
Joaquin
Phone: (209) 468-2980
Fax: (209) 468-0315
Email: rflores@sjgov.org

Name: Office of the Stanislaus County Counsel
Address: 1010 10th Street, Suite 6400
Modesto, CA 95354
Attn.: Daniel Solish
Title: Deputy County Counsel
Phone: (209) 525-6376
Fax: (209) 525-4473
Email: solishd@stancounty.com

Name: Office of the Tulare County Counsel
Address: 2900 W. Burrel Avenue
Visalia, CA 93230
Attn.: Kathleen Taylor
Title: County Counsel
Phone: 559-636-4950
Fax: 559-737-4319
Email: ktaylor@co.tulare.ca.us