

## LEGAL SERVICES AGREEMENT BETWEEN THE COUNTY OF FRESNO AND DOWNEY BRAND, LLP

THIS AGREEMENT for legal services (“Agreement”) is entered into by and between the County of Fresno, a political subdivision of the State of California (“County”), and Downey Brand, LLP, a California limited liability partnership (“Law Firm”), effective April 9th, 2024 (“the Effective Date”).

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to County the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, and Law Firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Law Firm to complete the services required by the Agreement shall not affect the County’s right to terminate the Agreement, as provided for in Section 7.1. The County Counsel and Law Firm may agree to up to two (2) additional one (1) year extensions to the term of this Agreement in writing prior to the termination of this Agreement.

**1.2 Standard of Performance** Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm’s profession.

**1.3 Assignment of Personnel.** Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving written notice from County of such desire of County, reassign any such persons. Law Firm designates Kathryn Oehlschlager as the primary contact.

**1.4 Time.** Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above, and to satisfy Law Firm’s obligations hereunder.

**SECTION 2. COMPENSATION.** County hereby agrees to pay Law Firm a sum not to exceed one hundred fifty thousand dollars (\$150,000) over the term of this Agreement, according to the rates described in Exhibit B, for services to be performed and reimbursable costs incurred under this Agreement. County shall pay Law Firm for services rendered pursuant to this

Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to County in the manner specified herein. Except as specifically authorized by County, Law Firm shall not bill County for duplicate services performed by more than one person.

Law Firm and County acknowledge and agree that compensation paid by the County to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Law Firm and its employees, agents, and subcontractors may be eligible. County therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original Agreement amount, the cumulative dollar amount of prior billings, the total due this period, and the balance available under the Agreement.
- For each work item with respect to each task, a copy of the applicable time entries or time sheets each invoice shall contain itemized detail showing the name of the person doing the work, the amount of time spent by each person on that task, a brief description of the work, and copies of documentation to support each reimbursable expense; and
- The cumulative total number of hours of work performed under the Agreement by Law Firm as of that invoice date.

At County's option and upon written request by County, Law Firm shall provide copies of the applicable time entries or time sheets regarding any specific item(s) of work listed on an invoice submitted by Law Firm,

**2.2 Monthly Payment.** County shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. County shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

**2.3 Total Payment.** County shall pay for the services to be rendered by Law Firm pursuant to this Agreement. County shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. County shall make no payment for any extra, further, or additional services pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such invoice by a properly executed amendment approved in writing by the County Counsel, and executed on the County's behalf either by the County Purchasing Manager or the Board of Supervisors.

Notwithstanding the foregoing, Law Firm may be authorized to retain an expert (e.g., an engineering firm with expertise in analyzing construction related claims) under separate agreement between Law Firm and the expert, if deemed by Law Firm to be necessary or advisable to prepare properly for anticipated litigation or alternative dispute resolution proceedings, and if both the identity of the expert and the listing of the expert's proposed cost sheet (listing hourly rates and reimbursable expenses) have been approved in writing in advance by the County Counsel. In the event of such approval, Law Firm would review each of the expert's invoices for accuracy and reasonableness and then submit the invoice to County Counsel for final review. Once the expert's invoice has been approved by County Counsel, Law Firm will pay the expert's invoice and Law Firm shall be reimbursed by County within 45 days after the expert's invoice has been approved by County Counsel, so long as Law Firm has provided documentation to County Counsel that the expert's invoice has been paid at least 15 days prior to the date County's reimbursement payment of the expert's approved invoice is due to Law Firm.

**2.4 Fees.** Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the County.

**2.6 Payment of Taxes.** Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Payment upon Termination.** In the event that the County or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the County shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.8 Authorization to Perform Services.** Except as expressly provided in the Agreement, Law Firm is not authorized to perform any services or incur any costs whatsoever without receipt of written authorization from the County Counsel, or their designee.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Law Firm shall, at its sole cost and expense, provide facilities and equipment that may be necessary to

perform the services required by this Agreement. County shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

County shall furnish or make available physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with County employees and reviewing records and the information in possession of the County. The location, quantity, and time of furnishings those facilities shall be in the sole discretion of the County. In no event shall the County be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and reproduction of facilities.

#### **SECTION 4. HOLD HARMLESS AND INSURANCE REQUIREMENTS.**

##### **4.1 Hold Harmless.**

Law Firm shall hold County, its officers, agents, and employees harmless and indemnify and defend County, its officers, agents, and employees against payment of any and all costs and expenses (including attorney's fees and court cost), claims, suits, losses, damages, and liability arising from or arising out of any actual or alleged negligent or wrongful acts or omissions of Law Firm, including its partners, officers, agents, and employees, in performing or failing to perform the services provided herein. County's receipt of any insurance certificates required herein does not in any way relieve the Law Firm from its obligations under this section 4.1 of this Agreement. The provisions of this section 4.1 shall survive the termination of this Agreement.

##### **4.2 Insurance requirements.**

Without limiting the County's right to obtain indemnification from Law Firm or any third parties, Law Firm, at its sole expense, shall maintain in full force and effect, the following insurance policies, throughout the term of the Agreement:

Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to County of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the County, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

##### **Automobile Liability**

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

##### **Commercial General Liability**

Law Firm shall maintain Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate of four million dollars (\$4,000,000.00). This policy shall be issued on a per- occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability,

explosion-collapse-underground liability, fire legal liability, or any other liability insurance deemed necessary because of the nature of the Agreement.

#### Workers' Compensation

Law Firm shall maintain a policy of Workers' Compensation insurance as may be required by the California Labor Code.

Law Firm shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Law Firm's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Law Firm hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Law Firm is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Law Firm's waiver of subrogation under this paragraph is effective whether or not Law Firm obtains such an endorsement.

Within thirty (30) days from the date Law Firm executes this Agreement, Law Firm shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies to County Counsel's Office, stating that such insurance coverage has been obtained and is in full force and effect; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the Law Firm has waived its right to recover from the County, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Law Firm's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A, FSC VII or better.

**4.3 Variation.** The County may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the County's interests are otherwise fully protected.

**4.4 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide

written notice to County at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

**4.5 Remedies.** In addition to any other remedies County may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, County may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies County may have and are not the exclusive remedy for Law Firm's breach:

**4.5.1** Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

**4.5.2** Terminate this Agreement.

## **SECTION 5. STATUS OF LAW FIRM.**

**5.1 Independent Contractor.** At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of County. County shall have the right to control Law Firm insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise County shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other County, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of County and entitlement to any contribution to be paid by County of employer contributions and/or employee contributions for PERS benefits.

**5.2 Law Firm, Not Agent.** Except as County may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

## **SECTION 6. LEGAL REQUIREMENTS**

**6.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**6.2 Compliance with Applicable Law.** Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**6.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which County is bound by the terms of such fiscal assistance program.

**6.4 Licenses and Permits.** Law Firm represents and warrants to County that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to County that Law Firm and its employees, agents, any subcontractors shall at their sole cost and expense, keep in effect at all times during the term of this Agreement all licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from County.

**6.5 Nondiscrimination and Equal Opportunity.** Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **SECTION 7. TERMINATION AND MODIFICATION.**

**7.1 Termination.** County may cancel this Agreement at any time and without cause, upon written notification to Law Firm.

Law Firm may cancel this Agreement upon 60 days written notice to County and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; County, however, may condition payment of such compensation upon Law Firm delivering to County any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the County in connection with this Agreement.

**7.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**7.3 Assignment and Subcontracting.** County and Law Firm shall recognize and agree that this Agreement contemplates personal performance by Law Firm and primarily by attorney Kathryn Oehlschlager, and is based upon a determination of Law Firm's recognized reputation for

professional competence, and Kathryn Oehlschlager's unique experience and specialized personal knowledge, particularly with regard both to construction disputes and litigation matters in connection therewith. Moreover, a substantial inducement to County for entering into this Agreement was and is the professional reputation and competence of Law Firm and Kathryn Oehlschlager. Law Firm may not assign the Agreement or any interest therein without the prior written approval of the County Counsel. Law Firm shall not subcontract any portion of the performance contemplated and provided herein, without prior written approval of the County Counsel.

**7.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between County and Law Firm shall survive the termination of this Agreement.

**7.5 Options Upon Breach by Law Firm.** If Law Firm materially breaches any of the terms of this Agreement, County's remedies shall include, but not be limited to the following:

**7.5.1** Immediately terminate the Agreement;

**7.5.2** Retain the memoranda, correspondence, and any other documents, records or other work product prepared by Law Firm pursuant to this Agreement;

**7.5.3** Retain a different Law Firm to complete the work described in Exhibit A not finished by Law Firm.

## **SECTION 8. KEEPING AND STATUS OF RECORDS.**

**8.1 Records Created as Part of Law Firm's Performance.** All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the County, consistent with all statutory and regulatory requirements. Law Firm hereby agrees to deliver those documents to the County upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any further or other use. County and Law Firm agree that, until final approval by County, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**8.2 Law Firm's Books and Records.** Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.



**8.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during business hours, upon oral or written request of the County. Law Firm shall be subject to the examination and audit of such records by the State Auditor for a period of three (3) years after final payment under this Agreement, pursuant to Government Code section 8546.7, as applicable.

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

**9.1 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Fresno.

**9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**9.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**9.6 Conflict of Interest.** Law Firm may serve other clients, but none whose activities within the corporate limits of County or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's professionalism, unless such conflict may be waived by County and County chooses to waive such conflict in writing.

Law Firm shall not employ any County official in the work performed to this Agreement. No officer or employee of County shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the County. If Law Firm was an employee, agent, appointee, or official of the County in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the County for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**9.7 Solicitation.** Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

**9.8 Notices.**

Any written notices to Law Firm shall be sent to:

Kathryn Oehlschlager, Partner  
Downey Brand, LLP  
455 Market Street | Suite 1500  
San Francisco, CA 94105

Any written notices to County shall be sent to:

Deputy County Counsel Assigned to Land Use Matters  
Office of the Fresno County Counsel  
2220 Tulare Street, Suite 500  
Fresno, CA 93721

All notices between County and Law Firm provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**9.9 Integration.** This Agreement, including the attachments, represents the entire and integrated agreement between County and Law Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

**9.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

**9.11 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

**9.12 Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

(Signature page follows.)


The parties have executed this Agreement as of the Effective Date.

**LAW FIRM**

**COUNTY**

DOWNEY BRAND, LLP

By:   
KATHRYN OEHLSCHLAGER, Partner

By:   
NATHAN MAGSIG, Chairman  
Board of Supervisors  
County of Fresno

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY

ORG: 43600200

FUND: 0001

SUBCLASS: 10000

ACCOUNT: 7295

PROJECT: Z5481R

**EXHIBIT A**  
**Scope of Work**

The following services shall be provided under this Agreement:

- Provide legal counsel, advice and services to County regarding tasks as assigned by County Counsel.

## **Exhibit B**

### **COMPENSATION**

County shall compensate Law Firm as follows:

#### **Other Services**

##### Hourly Rates

Kathryn Oehlschlager, Partner	\$465.00/hour
Amy Higuera, Partner	\$450.00/hour
Sam Bacal-Graves, Associate	\$350.00/hour
Other Attorneys	As approved by County Counsel or designee prior to provision of services
Paralegals	\$265.00/hour

#### **Costs and Expenses**

Postage/Overnight Courier	Depending on Weight and Number
Project Mailing:      Envelopes	Actual Cost Depending on Size and Costs at Time
Postage	Actual Cost Depending on Weight
Travel:                      Airlines	Depends on Designation and Rates at Time of Travel
Mileage (out of town only)	\$.565 per mile
Travel expenses for approved, non-standard trips related to attendance at regular County meetings, office hours and appointments	Best available rate for overnight stays and meal per diems at County and IRS policy
Necessary costs incurred for the following:	Actual Cost
<ul style="list-style-type: none"><li>• Court filing fees,</li><li>• Courtcall expenses,</li><li>• Attorney services (includes services of process fees, arbitrators, and mediators),</li><li>• Messenger services,</li><li>• Westlaw research outside of our prepaid service fee,</li><li>• Fed-ex, OnTrac Overnight, or other one-day delivery services,</li></ul>	

- Reasonable travel expenses and parking fees for court appearances, dispositions, arbitrations, mediations, and other necessary appointments,
- Actual costs for large reproduction projects if performed by an outside service, and
- Any other expenses not listed above that become necessary for the successful resolution of a particular litigation matter, as pre-approved in writing by the County Counsel.