

AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

FOR

PROFESSIONAL LEGAL SERVICES

date

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AGREEMENT WITH
FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT, dated _____, is made

BY AND BETWEEN

OFFICE OF THE LOS ANGELES
COUNTY COUNSEL
("COUNTY")

and

("FIRM")

RECITALS

WHEREAS, COUNTY desires to contract for professional legal services; and

WHEREAS, FIRM has the legal competence and expertise to provide professional legal services;

WHEREAS, COUNTY desires to retain FIRM's services;

NOW, THEREFORE, COUNTY and FIRM agree as follows:

I. General Conditions

A. Period of Performance

AGREEMENT shall begin _____ and shall continue until the completion of the case(s) or matter(s) identified in this AGREEMENT in Exhibit A, and any other case(s) or matter(s) COUNTY assigns to FIRM as provided in this AGREEMENT.

B. Termination/Suspension

1. Termination/or Suspension For COUNTY's Convenience

- a) Services performed under this AGREEMENT may be terminated or suspended in whole or in part at any time COUNTY deems to be in its best interest. COUNTY shall terminate or suspend services by delivering to FIRM a written Notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
- b) After receiving a Notice, unless otherwise directed by COUNTY, FIRM shall:
 - 1) Stop services on the date and to the extent specified in the Termination Notice.
 - 2) Complete services not terminated or suspended by the Notice.
- c) After receiving a Notice of Termination or Suspension, FIRM shall give COUNTY a Closing Report as described herein and:
 - 1) Shall submit final billing for terminated services no later than thirty (30) calendar days from the effective termination date.
 - 2) If FIRM fails to submit a final billing within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, to be paid to FIRM. COUNTY's determination shall be final.

2. Termination For FIRM's Default

- a) Services performed under this AGREEMENT may be terminated in whole or in part by COUNTY providing a written Default Notice when FIRM:
 - 1) Fails to perform the service(s) within the time specified or any COUNTY-approved extension, or
 - 2) Fails to perform any of the AGREEMENT's other provisions or fails to make progress and endangers the performance of AGREEMENT's terms.
- b) FIRM shall have ten (10) calendar days, after receiving the Default

Notice, to cure the failures unless otherwise authorized by COUNTY in writing.

- c) If COUNTY wholly or partially terminates services under this AGREEMENT, similar services may be obtained with terms and in a manner COUNTY deems appropriate. FIRM shall be liable to COUNTY for any excess costs for these required services.
- d) If COUNTY determines FIRM was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the Termination Notice had been issued under "Termination For County's Convenience."

3. Professional Conflict of Interest

If either FIRM or COUNTY determines a matter of professional conflict has arisen during FIRM's engagement which should not or could not be postponed until the conclusion of FIRM's representation of COUNTY, FIRM or COUNTY may immediately give written notice to terminate this AGREEMENT. FIRM shall provide adequate representation until the appropriate substitutions can be made.

4. Closing Report Upon Termination

- a) FIRM shall deliver a Closing Report to COUNTY immediately after terminating services.
- b) The Closing Report shall include, but is not limited to:
 - 1) A brief description of the case facts.
 - 2) A discussion of applicable law.
 - 3) A list and description of all future scheduled court appearances.
- c) FIRM shall give COUNTY all evidence, files and attorney work product for every matter in which FIRM is substituted out as attorney of record. This includes any computerized indices, programs and document retrieval systems created or used for the matter and all related litigation. If FIRM's services include pending litigation, FIRM shall file the appropriate substitution of counsel with the court when instructed by COUNTY.

II. Firm's Services and Responsibilities

A. Key Firm Personnel

1. FIRM's Supervising Attorney for this AGREEMENT shall be _____. FIRM's Supervising Attorney shall not be changed without COUNTY's written authorization.
2. FIRM's Supervising Attorney shall have full authority to act for FIRM on all daily operational matters under this AGREEMENT and shall serve as or designate lead counsel for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for parties, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. Designation of Lead Counsel shall be subject to COUNTY's written approval.

B. Legal Representation

1. FIRM shall provide COUNTY with the necessary representation by qualified staff at the least costly billing category.
2. FIRM's legal representation shall include, but is not limited to:
 - a) All settlement negotiations and pretrial proceedings.
 - b) Appearances at all law and motion hearings, discovery proceedings, hearings on order to show cause, writs, trials, and, where applicable, administrative hearings.
 - c) All legal research, preparation for hearings, and review of all documents and other evidentiary materials.
 - d) Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.
 - e) All Appellate proceedings.
3. FIRM shall provide all required reports referenced in this AGREEMENT.
4. FIRM shall meet with COUNTY as COUNTY requires.
5. FIRM shall obtain COUNTY's written approval of FIRM's Case Evaluation and

Plan before providing any professional legal services in the case(s), except for filing the initial response (answer, demurrer or appropriate motion), or unless otherwise authorized by COUNTY.

6. FIRM shall obtain COUNTY's written approval before retaining any consultant or expert witness to assist with any COUNTY assigned case.
7. FIRM shall obtain COUNTY's prior approval for travel outside the Counties of: Los Angeles, Orange, Riverside, Imperial, Kern, San Bernardino, Ventura or Santa Barbara.
8. FIRM shall consult with COUNTY on trial and tactical decisions.
9. FIRM shall assist COUNTY in settlement evaluations and negotiations, and shall obtain COUNTY's authority before making any settlement proposal on COUNTY's behalf to the Court or any other party to the case(s).
10. FIRM shall provide COUNTY with a Status Update at least 45 calendar days prior to a case being scheduled for a mandatory or voluntary settlement conference or trial, whichever comes first.
11. FIRM shall immediately notify COUNTY verbally and in writing when a judgment, verdict or other award is rendered.
12. FIRM shall provide at COUNTY's request, copies of all court rulings and all pleadings, filed with the court or other administrative body, including those submitted by any party.
13. FIRM shall maintain all backup documentation to support all entries included in its billings.

C. Reporting Requirements

FIRM shall provide COUNTY with the following reports:

1. Case Evaluation and Plan

- (a) The Case Evaluation and Plan is a confidential independent evaluation of the case that will be used to develop COUNTY's legal position and strategy. It will also serve as the basis for controlling litigation costs.
 - 1) FIRM shall provide the Case Evaluation and Plan in the format of Exhibit B.
 - 2) FIRM shall provide the Case Evaluation and Plan to COUNTY within thirty (30) calendar days after receiving the case from COUNTY. In exceptional circumstances, and with COUNTY's prior approval, FIRM may submit it within sixty (60) calendar days after receiving the case from COUNTY.

- 3) FIRM shall base the Case Evaluation and Plan on a review of the pleadings, discovery, reports and other documents; an examination of physical evidence, if any; and any other matters FIRM deems appropriate based on its expertise and experience.
- b) The Case Evaluation and Plan shall include, but is not limited to:
- 1) Statement of known facts and identified legal issues, including opposing attorney(s) name(s), (if known).
 - 2) Statement of precedent-setting or sensitive issues, if applicable.
 - 3) Statement of injuries and damages.
 - 4) Statement of liability exposure.
 - 5) Recommendation(s) on case strategy, including discovery, motions, extent of legal research, consultants and percipient witnesses or experts to be retained and extent of expert work to be performed.
 - 6) An Initial Cost Estimate, FIRM's projected costs which it can reasonably anticipate incurring. Costs shall be budgeted on a total and annualized basis and shall include, but is not limited to:
 - (a) Attorney fees - an identification of the staffing levels, hourly rates and estimated number of hours for each partner, associate, and/or paralegal.
 - (b) Consultant and expert witness rates and estimated number of hours each will be needed.
 - (c) Deposition and transcript expenses and other miscellaneous expenses.
 - (d) Fees and expenses for handling the case through each of the following applicable stages:
 - (1) Pleadings
 - (2) Discovery
 - (3) Pretrial conference(s)

- (4) Arbitration
- (5) Trial, and
- (6) Any other identified stages.

(c) COUNTY shall approve or deny FIRM's Case Evaluation and Plan in the format of Exhibit C.

2. Case Status Reports--Scheduled

- a) A Case Status Report is a summary of all significant actions and developments in the case(s) since the last report or the Case Evaluation and Plan, as applicable.
- b) FIRM shall provide COUNTY with Case Status Reports in the format of Exhibit D.
- c) FIRM shall provide Case Status Reports as often as COUNTY determines.
 - 1) COUNTY shall determine the reporting frequency based on the priority level assigned to the case consistent with COUNTY's Priority Rating System, Exhibit E.
 - 2) COUNTY's Priority Rating System establishes the case's magnitude, liability exposure and sensitivity.
 - 3) COUNTY shall assign the priority level and reporting schedule after receiving and approving FIRM's Case Evaluation and Plan. COUNTY reserves the authority to redesignate the priority level and reporting schedule at any time or from time to time during FIRM's representation of COUNTY.
- d) Case Status Reports shall include, but are not limited to, a summary of the following actions:
 - 1) Status of discovery.
 - 2) Status of expert witness and consultant investigations.
 - 3) Changes in case strategy.
 - 4) Results of motions.

- 5) Change in COUNTY's exposure/liability.
- 6) Developments impacting previously approved budget.
- 7) Results of all settlement negotiations.
- 8) Changes in opposition's legal representation.
- 9) Actions planned or scheduled during the next reporting period.
- 10) Revisions to Initial Cost Estimate(s).
 - (a) FIRM shall provide revisions when events occur to substantially impact the Case Evaluation and Plan or Initial Cost Estimate.
 - (b) FIRM shall in all cases state in the report the actual percentage of the total Initial Cost Estimate expended to date.
 - (c) FIRM shall immediately notify COUNTY in writing when fifty (50) percent and seventy-five (75) percent of the Initial Cost Estimate has been expended.
 - (d) FIRM shall not exceed the Initial Cost Estimate without COUNTY's prior written authorization. COUNTY's written authorization shall be a condition precedent to COUNTY's obligation for any payment beyond the approved Initial Cost Estimate.

3. Status Updates--Unscheduled

- a) An unscheduled Status Update is a supplement to the regularly scheduled Case Status Report.
- b) Status Updates may be verbal or written at COUNTY's option, and are to be provided immediately when significant actions or events occur on the case(s) and at COUNTY's request.
- c) Written Status Updates shall be submitted in the format of Exhibit F.

4. Proposed Settlement Recommendations

- a) FIRM shall submit for COUNTY's approval, written Settlement Recommendations for all cases which clearly state the reasons

supporting the proposed settlement.

- b) FIRM shall submit written proposed Settlement Recommendations in the format of Exhibit G.

- c) If the proposed Settlement Recommendations are acceptable to COUNTY's Supervising Attorney and a settlement agreement is tentatively reached, FIRM shall submit for formal approval a written summary of the case and the settlement in such format as COUNTY's Supervising Attorney shall require.

5. Appellate Action

- a) FIRM shall submit, in writing, all requests to appeal or petition for other review, or defend in the appellate court on any case. FIRM shall clearly state the reason(s) supporting the recommended action.
- b) If COUNTY approves FIRM's request, FIRM shall submit all briefs and papers to COUNTY for COUNTY's review not less than three (3) working days prior to FIRM filing with the appellate court.
- c) FIRM shall list County Counsel as counsel with FIRM on all briefs and papers submitted to the appellate court.

6. Final Report

- a) FIRM shall submit a final report closing the case within thirty (30) calendar days of each case's settlement or adjudication and when no further action is contemplated; or within sixty (60) calendar days with COUNTY's prior approval.
- b) The Final Report shall include, but is not limited to:
 - 1) The date of the settlement or judgment.
 - 2) The amount of the settlement or judgment.
 - 3) The date the judgment or settlement is paid.
- c) The Final Report shall be in the format of Exhibit H.

III. County's Duties and Responsibilities

A. Key County Personnel

- 1. COUNTY's Supervising Attorney shall be _____.
COUNTY shall inform FIRM in writing of any change in Supervising Attorney.

2. COUNTY's Supervising Attorney shall have full authority to act for COUNTY on all daily operational matters under this AGREEMENT and shall review and approve all FIRM's reports, whether written or verbal, and any change in FIRM's Supervising Attorney or designated Lead Counsel.
3. Approval of proposed settlement recommendations is subject to the County of Los Angeles' settlement approval procedures.

B. Duties and Responsibilities

1. COUNTY shall provide all relevant case documents and information to FIRM.
2. COUNTY shall provide FIRM with an amended Exhibit A whenever COUNTY assigns additional case(s).
3. COUNTY shall assign and notify FIRM in writing of a case's priority level and reporting schedule consistent with COUNTY's priority rating system, within ten (10) business days after approving FIRM's Case Evaluation and Plan.
 - a) COUNTY's approval of FIRM's Case Evaluation and Plan shall be in the format of Exhibit C.
 - b) COUNTY may, at its option, change the assigned priority rating level and reporting schedule at any time by notifying FIRM of the change in writing. The change is effective upon notification.
4. COUNTY shall review and approve:
 - a) All reports, requests, and other services and responsibilities as required under this AGREEMENT.
 - b) Any proposed tactical maneuver or trial strategy.
 - c) All recommended settlement proposals prior to giving FIRM settlement authority.
 - d) All billing statements in accordance with procedures referenced in Exhibit I.
5. COUNTY shall have access to review all correspondence and judicial and administrative documents not requiring COUNTY's prior approval.
6. COUNTY shall monitor FIRM's overall performance under this AGREEMENT. COUNTY reserves the right to conduct audits by its own staff, a COUNTY

auditor, or a contract auditor.

7. COUNTY shall evaluate FIRM's performance and report to County's Board of Supervisors, as required.

IV. Compensation

A. Fees

1. FIRM shall provide legal services at the billing rates listed in Exhibit J. If FIRM needs outside paralegal services, it shall use COUNTY's contract vendor(s) for such services at the hourly rate the vendor(s) charges COUNTY.
2. Billing rates may be subject to periodic review and adjustment as agreed between COUNTY and FIRM. Any rate increase shall require an amendment to this AGREEMENT.

B. Expenses

COUNTY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that COUNTY is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but are not limited to:
 - a) Deposition fees.
 - b) Transcript fees.
 - c) Postage.
 - d) Messenger service - where appropriate, documents should be transmitted via a facsimile/telecopier.
 - e) Facsimile/Telecopier (FAX) transmission. FAX charges shall be reimbursed at the rate of 20 cents per page.
 - f) Process service.
 - g) In-house document reproduction. In any given month, FIRM may charge up to 20 cents per page for up to 5,000 photocopies. Any copies in excess of 5,000 will be reimbursed at 10 cents per page. The billing statement shall contain:
 - 1) Number of pages reproduced;
 - 2) Total number of copies made.

h) Documentation reproduction by outside vendor. FIRM will endeavor to have large photocopy jobs done by outside vendors at a rate substantially below 10 cents per page. The billing statement shall contain:

- 1) Number of pages reproduced.
- 2) Total number of copies made; and
- 3) Cost per copy.

2. Reimbursable extraordinary expenses shall include charges of which FIRM has obtained COUNTY's prior approval. Such expenses shall include, but are not limited to:

- a) Consultants.
- b) Expert witnesses.
- c) Investigative services.
- d) All travel expenses outside the Counties of Los Angeles, San Bernardino, Orange, Riverside, Imperial, Kern, Ventura and Santa Barbara will be reimbursed based on the following schedules. This applies to all attorneys, experts, consultants, etc.:

Transportation - Transportation costs will be reimbursed based on submitted receipts consistent with the terms of this AGREEMENT.

Lodging - If a receipt is submitted, a single occupancy hotel accommodation will be reimbursed up to a maximum of \$110.50 plus taxes. For trial attendance by out-of-town experts this rate may be increased depending on the availability of lodging and prior County Counsel approval. If no receipt is submitted reimbursement is limited to \$20.00.

Meals - No receipts needed. Meals will be reimbursed as follows:

Breakfast -	\$8.75
Lunch -	11.25
Dinner -	28.25

or not to exceed \$48.25 per day when three meals are purchased on any one day.

Daily Allowance for Incidental Expenses - Travel to Boston, Chicago, Dallas, Detroit, Houston, New York, Philadelphia,

San Francisco, Miami and Washington, D.C. will be reimbursed at the rate of \$50.75 per day and travel to Sacramento at the rate of \$10.00 a day. No receipts needed.

Airport Parking - With a receipt, airport parking will be reimbursed according to the following schedule:

Burbank (**Economy Lot**): \$10.00 per day
John Wayne (**Long Term**): 7.00
Los Angeles (LAX Lot C): 7.00
Long Beach: 12.60 " "
Ontario: 10.00 " "
Porterage: \$1.00 per day

3. Non-reimbursable expenses shall include, but are not limited to:
 - a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - b) Charges for time spent complying with COUNTY audits or billing inquiries.
 - c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.
 - d) Document reproduction charges if included in FIRM's hourly rate.

V. Billings and Payments

A. Billings

1. FIRM shall submit its billing statement monthly in arrears, no later than the tenth of the month following the month service was rendered.
2. The original billing statement(s) and one copy shall be submitted to COUNTY's Supervising Attorney:

Office of the Los Angeles
County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: _____
COUNTY'S Supervising Attorney

3. The original of each billing statement shall have the declaration of FIRM's Supervising Attorney or designated Lead Counsel as stated in Exhibit K.
4. Each billing statement shall be identified by a unique number and itemized to include:
 - a) Case name, court number, and assigned County Counsel docket number (provided to FIRM in Exhibit A), or the commonly used identifying reference for any non-litigation matter.
 - b) Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal.
 - (1) Each activity shall be billed in a time reporting format acceptable to COUNTY.
 - (2) A detailed description of specific activities for each attorney and/or paralegal which shall include, but is not limited to:
 - (a) In-person conferences.
 - (b) Telephone call(s).
 - (c) Correspondence.
 - (d) Depositions.
 - (e) Case reports.
 - (f) Pleading, brief or opinion drafting.
 - (g) Hearings.
 - (h) Research, including computerized legal research databases.
 - (I) Case reviews.
 - (j) Trials.
 - (k) Travel. The complete city and county address shall be individually identified for all destinations. Travel expenses shall be in the format outlined in Exhibit M.
 - c) Total current monthly fees billed for each staffing level.

- d) Total cumulative fees billed for each staffing level.
 - e) 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.
 - f) Total cumulative expenses to date billed in (e) directly above.
5. FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to auditors upon request and in accordance with Exhibit L(9).

B. Payments

- 1. COUNTY shall make payment(s) for services rendered under this AGREEMENT monthly in arrears based on the monthly itemized billing statement(s) FIRM submits to COUNTY.
- 2. COUNTY's legal and accounting staff shall review all billing statements in accordance with the review procedures in Exhibit I.
- 3. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

VI. Notices

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or FIRM at the addresses below, or at any other address COUNTY or FIRM shall provide in writing to each other:

A. If to COUNTY:

Office of the Los Angeles
County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: _____
COUNTY's Supervising Attorney

B. If to FIRM:

Attention: _____
FIRM's Supervising Attorney

VII. Assignment

- A. No part of this AGREEMENT or any right or obligation arising from it is assignable without COUNTY's written consent.
- B. Any attempt by FIRM to assign or subcontract services relating to this AGREEMENT without COUNTY'S consent shall constitute a material breach of this AGREEMENT.
- C. However, FIRM may retain consultants and experts as FIRM deems appropriate after receiving COUNTY'S written approval.

VIII. Standard Terms and Conditions

Standard terms and conditions for COUNTY outside legal services contracts are attached as Exhibit L.

IX. Merger

- A. Exhibits A through L are attached and incorporated as part of this AGREEMENT. The Exhibits are titled as follows:
 - 1) Exhibit A - List of Assigned Cases
 - 2) Exhibit B - Case Evaluation and Plan Form
 - 3) Exhibit C - County's Approval/Denial Form of Firm's Case Evaluation and Plan
 - 4) Exhibit D - Case Status Report Form
 - 5) Exhibit E - County's Priority Rating System
 - 6) Exhibit F - Status Update Form
 - 7) Exhibit G - Settlement Recommendation Form
 - 8) Exhibit H - Final Report Form

- 9) Exhibit I - County's Legal Billing Review Procedures
- 10) Exhibit J - Firm's Hourly Billing Rates
- 11) Exhibit K - Firm's Declaration on Billing Statement
- 12) Exhibit L - Standard Terms and Conditions for County Outside Legal Contracts
- 13) Exhibit M - Travel Expense Claim Summary
- 14) Exhibit N - Los Angeles County Community Business Enterprise (LAC/CBE) Program
- 15) Exhibit O - Fixed Reimbursable Expense Rates Chart

B. This AGREEMENT supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between COUNTY and FIRM relating to the subject matter of this AGREEMENT.

Executed at Los Angeles, California, on the above date.

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

By _____
LLOYD W. PELLMAN
County Counsel

FIRM:

By _____
[Supervising Attorney]

X.

EXHIBITS

AdminSvcs
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February 19, 2003