

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

22-168

**SAP Number**

### District Attorney

<b>Department Contract Representative</b>	<u>Julie Peterson and Claudia Walker</u>
<b>Telephone Number</b>	<u>(909) 382-7714</u>
<b>Contractor</b>	<u>Richard D. Jones, A Professional Law Corporation</u>
<b>Contractor Representative</b>	<u>Krista MacNevin Jee</u>
<b>Telephone Number</b>	<u>(714) 466-1400</u>
<b>Contract Term</b>	<u>March 15, 2022-December 31,2023</u>
<b>Original Contract Amount</b>	<u>\$700,000</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$700,000</u>
<b>Cost Center</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

This Agreement is entered into in the State of California by and between the San Bernardino County District Attorney’s Office, hereinafter called the County or the District Attorney, and Richard D. Jones, A Professional Law Corporation, hereinafter called the Law Firm or the Firm.

WHEREAS, the County has determined that it is in the best interest of the County to retain the Law Firm to advise and assist in the representation of the County in civil actions (and the threat of same) in connection with civil nuisance abatement, civil injunctions and potential receivership services and such other matters as may be assigned regarding marijuana grows; and,

WHEREAS, the Law Firm has special skills, knowledge, experience and expertise in the area of municipal law, city and county ordinances and Court Appointed Receivers necessary to effectively advise, assist, litigate, and otherwise represent the County on such matters.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Representation of County.**

a. County hereby retains the services of the Law Firm to advise, represent and assist in the representation of the County, its officers and employees in the matters referred to above in the first WHEREAS clause, and to provide such other advice, services and representation on other matters as may be assigned by the District Attorney or County Counsel.

b. It is understood that the Law Firm, in performance of any and all duties under this Agreement, except as otherwise specifically provided in this Agreement, have no authority to bind County to any agreements or undertakings.

c. In the performance of all services under this Agreement, the Law Firm shall be, and acknowledge that the Law Firm is, in fact and law, independent contractors and not agents or employees of County. The Law Firm retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting the Law Firm in the provision of services under this Agreement. With respect to the Law Firm's employees, if any, the Law Firm shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

2. **Performance of Services and Hourly Rates.**

a. The District Attorney's Office values and appreciates the services provided by contract outside counsel, which augment and supplement our public service objectives. The Law Firm shall adhere to District Attorney's "Outside Counsel Services and Billing Guidelines" set forth in Exhibit "A".

b. The Law Firm shall prepare and submit case reports or other status reports and recommendations in the form and manner as requested by the District Attorney. The Law Firm understands that the District Attorney's Office uses Microsoft WORD ("WORD") for all written work products. In order that all written work products of the Law Firm in regard to this Agreement are compatible with the District Attorney's system, the Law Firm shall produce all written work products using the WORD version of a word processing system.

1. Case Management Plan for Litigation Matters. If the Law Firm has been engaged to represent the County in a specific litigation matter(s), the Law Firm shall prepare a thorough and complete case management plan ("Plan") substantially following the format set forth in Exhibit "B" Case Management Plan, for each specific matter they are handling. The Plan shall be completed and delivered to the District Attorney in signed hard copy and as a WORD document no later than thirty (30) calendar days (or such other time as mutually agreed by the Law Firm and District Attorney) after approval of this Agreement. Thereafter, the Plan shall be reviewed and updated no less than every six (6) months (or such other time as mutually agreed) and any time the Law Firm or the District Attorney determines that a significant change in the Plan should be made.

c. The Law Firm shall only assign persons to perform services under this Agreement who are approved by the District Attorney and when feasible, will use lower compensated personnel in order to reduce the costs of services to County. The Law Firm shall designate the lead attorney to supervise all work under this Agreement and to be the point of contact between the Law Firm and District Attorney on all matters under this Agreement. The hourly rate for each the listed Law Firm and other persons who may be approved to work under this Agreement shall not

exceed the rates listed on Exhibit "C" Standard Hourly Billing Rates. All travel time, including driving, riding, flying, etc., shall be billed to the County at one-half (1/2) the normal hourly rate for the biller involved, unless otherwise authorized by the District Attorney. The District Attorney may authorize in writing changes to the rates listed on Exhibit "C" Standard Hourly Billing Rates.

d. The Law Firm may charge the District Attorney for the time spent on telephone calls relating to services under this Agreement, including calls with the District Attorney, opposing counsel, court personnel, experts, and witnesses. The Law Firm may charge for waiting time in court and elsewhere and for travel time, both local and out of town, provided that they do not charge the County for any such time when they are also providing services for other clients.

e. The Law Firm shall not, without the consent of the District Attorney, communicate any information they reasonably believe is confidential information, whether designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

f. The total compensation payable under this Agreement shall not exceed \$700,000 absent the County's approved amendment of this Agreement to increase the compensation payable hereunder. The parties agree that the Law Firm is not required to or expected to perform services under this Agreement for which they are not compensated.

g. All written and electronic communications with the County, including invoices and billings, shall be conspicuously marked "Confidential - Attorney Client Communication".

3. **Coordination of Services.** The Law Firm shall consult with the County concerning all substantive positions and procedural steps to be taken by the Law Firm in the course of advice and representation pursuant to this Agreement. Please refer to Exhibit "A" for specific guidelines.

4. **Billing.** The Law Firm shall submit monthly statements to District Attorney for fees and costs for services performed under this Agreement and each monthly statement shall include only that time worked during the calendar month period. Such monthly statements shall indicate the services performed, the person(s) performing the services and provide an accounting of work time spent, and costs and expenses for which payment is requested under this Agreement. Time charged for travel shall be a separate billing entry. Additionally, such statements requesting reimbursement for costs and expenses must include sufficient back-up documentation, such as invoices or receipts, to support the cost or expense claimed. In the event the Law Firm performs services on more than one case or matter under this Agreement, the Law Firm shall separately account for work time spent, and costs and expenses for each different case or matter. Fees will be charged in one-tenth hour increments. Subject to Paragraph 10 of page four, "County's Legal Billing Review," County shall pay the Law Firm's fees and expenses within a reasonable time after receipt of billings, not to exceed 60 days following resolution of any billing questions or disputes. The Law Firm agrees and understands that County is paying on an hourly basis and will not pay for items that are charged on a "value billing" basis. For purposes of this Agreement, value billing is defined as billing time or fees for a task on any basis other than the actual time that was worked by the biller, measured in tenths of an hour. The Law Firm understands that County employees are public servants that do not require client development and the Law Firm shall not charge County for any client development costs. The Law Firm shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Law Firm's

designated checking or other bank account. The Law Firm shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

5. **Term, Termination and Extension by Amendment.** This Agreement shall commence on the date it is approved by the County and shall remain in full force and effect until terminated on December 31, 2023, or if terminated prior to that date, such termination shall be as follows: County reserves the right in its sole discretion to terminate this Agreement at any time District Attorney deems necessary or advisable upon ten (10) days' notice to the Law Firm. In order that the County may have sufficient time to obtain replacement counsel, the Law Firm reserves the right in their sole discretion to terminate this Agreement at any time the Law Firm deems necessary or advisable upon thirty (30) days' notice to the County. Upon receipt or giving of such notice of termination, the Law Firm shall provide no further services to County without specific request or authorization of the District Attorney. Services of the Law Firm hereunder shall not be deemed terminated until the Law Firm have had an opportunity to, and upon receipt or giving of such notice of termination the Law Firm are hereby authorized to, obtain leave of court to withdraw from any court proceeding concerning which the Law Firm are attorney of record for County. In the event of any termination of this Agreement, the Law Firm shall immediately provide District Attorney with all materials, documents and work product related to services performed under this Agreement that have not previously been provided to District Attorney. All such materials, documents and work product related to services performed under this Agreement are and shall remain the property of the County. Unless otherwise directed by the District Attorney, the Law Firm may retain copies of such items. This Agreement may be extended by executing an amendment of up to three additional one-year periods upon agreement of both Parties and if required, upon approval by the Board of Supervisors.
6. **No Assignment.** The experience, skill and expertise of the Law Firm are of the essence to this Agreement. The Law Firm shall not assign (whether by assignment or novation) this Agreement or delegate their duties hereunder in whole or in part or any right of interest hereunder without the prior written consent of District Attorney.
7. **Amendment.** This Agreement may be amended or modified only by agreement signed by each of the District Attorney and the Law Firm, and a failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.
8. **Prior Approval.** Unless otherwise instructed by the District Attorney, the Law Firm must obtain the prior approval of the District Attorney concerning the following:
  - a. Retention of any consultant or expert witness to assist with this matter;
  - b. Making any settlement proposal on County's behalf;
  - c. Filing any action, response or motion, [including cases where a cause of action for Business and Professions Code section 26038 is included, which require prior County Counsel approval as discussed in more detail in Attachment A];
  - d. Scheduling any deposition;
  - e. Undertaking research of more than twelve (12) hours on any particular issue; and,
  - f. Any expense item exceeding Five Hundred dollars (\$500.00).
9. **Copies of Work the Law Firm Will Provide to County.** On a monthly basis, the Law Firm must provide the District Attorney with copies of all:

- a. Pleadings and legal memoranda prepared in connection with any County matter hereunder;
  - b. Court rulings; and,
  - c. Significant correspondence and information related to any County matter hereunder, specifically including, but not limited to responses to the County or independent auditors concerning pending or threatened litigation and/or unasserted claims and assessments.
10. **County's Legal Billing Review.** County shall have the right to review and audit all billing statements prior to or after payment to the Law Firm. This review may include, but not be limited to the District Attorney's:
- a. Determination that the hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
  - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
  - c. Determination that the bill is clearly divided into billing rate categories based on hours worked on each activity for each day by each attorney/person and costs which the Law Firm have advanced to witnesses, consultants and experts, depositions, transcript expenses, and other reimbursable expenses; and,
  - d. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District Attorney determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, the District Attorney shall either return the bill to the Law Firm with a request for explanation or adjust the payment accordingly, and give notice to the Law Firm of the adjustment.
  - e. The District Attorney and other authorized County representatives shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of the Law Firm in the delivery of services provided under this Agreement. The Law Firm shall cooperate with the District Attorney and other authorized County representatives in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District Attorney and other authorized County representatives. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by the District Attorney and other authorized County representatives for a period of three years after final payment under the Agreement or until all pending County audits are completed, whichever is later.
11. **Costs and Expenses.** The Law Firm shall bill for their costs and expenses on a pass-through basis as an advance by the Law Firm and without any profit or other mark-up.
- a. **Reimbursable ordinary costs and expenses** shall be limited to:
    1. Deposition fees;
    2. Transcript fees;
    3. Process service;

b. **Reimbursable extraordinary costs and expenses** shall include charges for which the Law Firm have obtained District Attorney's prior approval. Such expenses shall be limited to:

1. Consultants, investigators and experts, their travel, lodging and meals;
2. Witnesses, their travel, lodging and meals;
3. The Law Firm out of local area travel, lodging and meals;
4. Any expense item estimated to equal or exceed Five Hundred dollars (\$500.00).

c. **Non-reimbursable costs and expenses** shall include, but not be limited to:

1. Rent, utilities, word processing, couriers, telephone charges, office supplies, support staff, local area travel, lodging and meal expenses, alcoholic beverages of any kind (beer, wine, etc.), Westlaw, Lexis or other provider charges for legal research, postage, faxes and photocopying/document reproduction costs of any type except extraordinary or large copying or reproduction expenses which will be billed to the District Attorney on a straight pass-through basis. Expenses not exceeding \$1,000.00 are advanced by the Law Firm and later billed to the client, while expenses exceeding \$1,000.00 are forwarded directly to the client for payment.

2. Charges for time spent to provide necessary information for monthly billing statements and County audits or billing inquiries; and,

3. Charges for work performed and otherwise reimbursable extraordinary costs and expenses which had not been authorized by District Attorney. Such work and costs/expenses shall be a gratuitous effort by the Law Firm.

d. The "local area" is defined as any place within fifty (50) miles of any of the Law Firm's offices and any place within the southern California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

12. **Notices.** All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

The Law Firm: Krista MacNevin Jee  
Richard D. Jones, A Professional Law Corporation  
3777 N. Harbor Blvd.  
Fullerton, CA 92835

County: David Tulcan or Designated Representative  
Deputy District Attorney  
San Bernardino County District Attorney's Office  
303 W. 3<sup>rd</sup> Street, 5th Floor  
San Bernardino, California 92415-0502

or at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) County business days after mailing.

14. **Conflicts.**

a. The Law Firm shall not undertake the representation of any client in the pursuit of any claim against the County. The Law Firm shall disclose any conflict circumstance to District Attorney and obtain any needed approval or waiver by County and its officers. Any document evidencing such disclosure and any document evidencing such approval or waiver shall be deemed to be a part of this Agreement.

b. The Law Firm has read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. The Law Firm agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving notice thereof. The Law Firm shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

15. **Hold Harmless and Insurance.**

a. **Indemnification** – Law Firm shall hold County and County’s officers, employees, agents, and volunteers harmless and free from any and all claims or liabilities or expenses caused by Law Firm’s negligent or wrongful performance of its services pursuant to this Agreement, save and except for any such claim, liability, or expense arising out of the willful misconduct, sole negligence or concurrent active negligence of County and/or County’s officers, employees, prior employees, agents, or volunteers. In the event County and/or any of County’s officers, employees, prior employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to Law Firm’s performance of its services pursuant to this Agreement, other than a lawsuit or claim arising out of their willful misconduct, sole negligence or concurrent active negligence, Law Firm shall reasonably defend and indemnify them for any judgment rendered against them. In the event both parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, Contractor agrees to indemnify the County to the extent of its comparative fault.

b. **Insurance** - The Law Firm agrees to provide insurance set forth in accordance with the requirements herein. If the Law Firm uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Law Firm agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, the Law Firm shall have a State approved Self-Insurance Program to the levels identified herein or shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

**Workers' Compensation/Employer's Liability** - A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Law Firm and all risks to such persons under this Agreement.

If the Law Firm has no employees, the Law Firm may certify or warrant to County that they do not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Commercial/General Liability Insurance – The Law Firm shall carry General Liability Insurance covering all operations performed by or on behalf of the Law Firm providing coverage for both bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment
- b) Products and completed operations
- c) Broad form property damage (including completed operations)
- d) Personal injury
- e) Contractual liability
- f) \$2,000,000 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Law Firm is transporting one or more non-employee passengers in performance of agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Law Firm owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and two million dollars (\$2,000,000) aggregate limits or Errors and Omissions Liability Insurance with limits of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate limits or Directors and Officers Insurance coverage with limits of not less than one million dollars (\$1,000,000) shall be required for agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be

before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for County to vicarious liability but shall allow coverage for County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Law Firm shall require the carriers of required coverages to waive all rights of subrogation against County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Law Firm and their employees or agents from waiving the right of subrogation prior to a loss or claim. The Law Firm hereby waives all rights of subrogation against County.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by County.

Severability of Interests – The Law Firm agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Law Firm and County or between County and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by the Law Firm or County payments to the Law Firm will be reduced to pay for County purchased insurance.

c. Proof of Coverage - The Law Firm shall furnish Certificates of Insurance to the County evidencing the insurance coverage at the time the Agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County, and the Law Firm shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Law Firm shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

d. Insurance Review - Insurance requirements are subject to periodic review by County. The County's Risk Manager, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager, or designee, is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. The Law Firm agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of County.

16. **Data Breach:** Data breach is any access, destruction, loss, theft, use, modification or disclosure of County data by an unauthorized party of that is in violation of the contract terms and/or applicable state or federal law. Upon discovery or reasonable belief of any data breach, the Firm shall notify the County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security by the fastest means available and in writing to the County within 24 hours after Service Provider reasonably believes a data breach has occurred. At a minimum, the notification shall include: the nature of the data breach; county data accessed, used or disclosed; any evidence of County data extricated; the identity of the person(s) who accessed, used, disclosed and/or received County data (if known); the law enforcement agency(ies) contacted; actions taken or will be taken to quarantine and mitigate the data breach; and corrective action taken or will be taken to prevent future data breaches.
17. **Non-Binding Arbitration:** Non-Binding Arbitration shall be limited to any controversy or claim between the parties concerning the Law Firm's billing for professional fees, costs and expenses, and shall be arbitrated under the system and procedures established for such non-binding arbitration pursuant to California Business and Professions Code sections 6200 et seq.
18. **Legal Fees, Costs and Expenses.** If any non-arbitration or legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs, expenses and fees. This paragraph shall not apply to those costs, expenses and fees directly arising from any third-party legal action against a party hereto and payable under paragraph 15, "Hold Harmless and Insurance."
19. **Venue.** The parties acknowledge and agree that this Agreement was entered into and intended to be performed primarily in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

20. **Former County Officials.** The Law Firm agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Law Firm. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Law Firm. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
21. **Exhibits.** All exhibits referred to are attached to this Agreement and incorporated by reference.
22. **Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California without reference to any choice of laws provision.
23. **Improper Consideration.** The Law Firm shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by County. The County, by notice, may immediately terminate this Agreement or any County contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the County with respect to the proposal and award process of this Agreement or any County contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any County contract has been awarded. The Law Firm shall immediately report any attempt by any County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Law Firm. The report shall be made to the District Attorney, the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
24. **Material Misrepresentation.** If during the course of the administration of this Agreement, the County determines that the Law Firm has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.
25. **Licenses and Permits.** The Law Firm shall ensure that they have all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to perform the services under this Agreement. The Law Firm shall maintain these licenses and permits in effect for the duration of this Agreement. The Law Firm will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Agreement.
26. **Consent.** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.
27. **Special Terms and Conditions.** Exhibit "D" contains Special Terms and Conditions of the Scope of Work the Law Firm shall perform.

28. **Electronic Signatures.** The Law Firm shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. The Law Firm providing an electronic signature agrees to promptly execute and deliver District Attorney an original signed Agreement upon request.
29. **Contract.** The above terms and conditions constitute the complete agreement between the parties hereto. This Agreement was jointly prepared by both parties and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, the Law Firm has caused their name to be hereunto subscribed by their proper officer thereunto duly authorized.

SAN BERNARDINO COUNTY


▶   
 Curt Hagman, Chairman, Board of Supervisors

MAR 15 2022

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



By   
 Lynna Monet, Clerk of the Board of Supervisors of San Bernardino County

Richard D. Jones, A Professional Law Corporation,  
 dba Jones Mayer  
 (Print or type name of corporation, company, contractor, etc.)

By ▶   
 (Authorized signature - sign in blue ink)

Name Richard D. Jones  
 (Print or type name of person signing contract)

Title Owner / President  
 (Print or Type)


Dated: 3-8-22

Address 3777 N. Harbor Boulevard  
Fullerton, CA 92835

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ▶   
 Kristina M. Robb, Principal Assistant County Counsel  
 Date 3/8/22

Reviewed for Contract Compliance  
 ▶ \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ▶   
 Jason Anderson, District Attorney  
 Date 3/9/22

## EXHIBIT "A"

### OUTSIDE COUNSEL SERVICES AND BILLING GUIDELINES

#### I. GENERAL LITIGATION MANAGEMENT

##### **A. Case Assignment**

When a matter is assigned to the Law Firm, an attorney from the Office of District Attorney will be your primary contact. All communications and correspondence with regard to the specific legal matter on which you are working should be directed to that attorney.

##### **B. Keeping the District Attorney's Office Informed**

Open and continuous communication between the Law Firm and the District Attorney contact person is essential to an efficient and effective working relationship. The Law Firm should keep the District Attorney advised of significant developments in matters as they occur. Contact the District Attorney immediately to inform of the results after a court appearance or hearing. The Law Firm should notify the District Attorney well in advance of significant motions, depositions, mediation or settlement conference dates, and as soon as trial dates are set. The Law Firm's responsiveness to District Attorney's requests and inquiries are critical. The District Attorney wants the Law Firm to discuss with the District Attorney in advance whether the following litigation activities are truly necessary, the likelihood of success, how these activities will advance the County's goals and objectives in the case, and whether there are other, more cost-efficient alternatives.

1. Pleadings: Upon receipt of the file, the Law Firm should discuss with the District Attorney regarding the suitable causes of action to be filed prior to preparing the complaint and the basis for the recommendation. Any proposed Complaints and all other pleadings, motions, etc. must be provided to the District Attorney with sufficient time in advance of the due date to review it.

a. **Cases including a cause of action for Business and Professions Code section 26038.** For all case referrals that include a cause of action for Business and Professions Code section 26038, approval to file must first be obtained from the Office of County Counsel. The District Attorney's Office shall obtain such approval before referring the matter for filing and the matter shall be coordinated between both the District Attorney's Office and the Office of County Counsel throughout litigation. Any actions filed that meet the requirements of this paragraph shall be filed in the name of the County of San Bernardino, as a separate California municipal corporation, as a separate plaintiff/prosecutor. All pleading captions must include the name of the San Bernardino County, the Office of County Counsel. For purposes of billing, the client will remain the District Attorney's Office. Recovery of attorneys' fees and costs, whether that be by motion, stipulation, or other means, shall also seek reimbursement for all time and costs expended by staff of the Office of County Counsel.

2. Discovery: At the outset of the case, the Law Firm should discuss the overall

discovery strategy with the District Attorney. It is important to propound discovery in a timely manner so the Law Firm can evaluate the case as soon as possible and advise the County accordingly. Immediately provide the County copies of discovery requests, subpoenas and notice of depositions in order to ensure timely response. Responsive records and information typically must be collected from various offices or divisions of the County which require sufficient advance notice. Witnesses who have been subpoenaed for deposition and employed by the County, may not be available on the dates noticed. Similarly, the District Attorney expects the Law Firm to advise the District Attorney of any depositions which they intend to take before they are actually noticed as the District Attorney may want to attend them. If the Law Firm believes that a discovery motion should be filed, or if the County becomes the subject of a discovery motion where sanctions are requested against the County, please immediately notify the District Attorney.

3. Contact with County Employees: You should not directly contact County employees regarding any matter assigned to your firm without first obtaining authority from the District Attorney's designated contact person. The District Attorney's designated contact person will determine the most effective and efficient manner of consultation between the Law Firm and the County's employees.

4. Motion for Summary Judgment/Adjudication: Prior to preparing the motion, the Law Firm should make a recommendation as to whether a summary judgment motion should be filed, the basis for the motion, the likelihood of success, and the estimated cost. A motion for summary judgment/adjudication should be filed well in advance of the trial date so that it is heard by the Court at least 60 days before trial. By doing so, it will help avoid incurring costs associated with trial preparation prior to the Court's ruling on the summary judgment motion.

5. Mediations and Settlement Conferences: the Law Firm should commence discussion with the District Attorney as early as reasonably practicable and certainly before preparing a motion for summary judgment/adjudication whether the County should explore mediation or participating in a settlement conference or other alternative dispute resolution process. A pre-mediation or settlement conference report with a discussion of the facts of the case, an analysis of the claims and defenses, the likelihood of success at trial, the estimate for an adverse verdict, and the recommendation on settlement value must be provided at least 30 days prior to the date of the mediation or settlement conference.

6. Trial: When a trial date has been scheduled, the Law Firm must inform the District Attorney immediately. Once the Law Firm has determined that a witness employed by the County will be needed to testify at trial, please advise the District Attorney of this and ensure that the witness is kept apprised of the trial date and any changes to that date. In the months leading to the trial date, the Law Firm should be engaged in discussions with the District Attorney to prepare for the County's strategy at trial, necessity to retain experts, preparation of witnesses, etc. This dialogue should include a review of the affirmative defenses to be asserted at trial to ensure consistency with overall County policy, mission and public interest. Discuss whether a trial strategy meeting with the General Counsel should be scheduled at least 20 days before trial.

7. Media Communications: If the Law Firm is approached by the media concerning a County legal matter you are handling, please contact the District Attorney assigned to your case immediately. The Law Firm may not speak on behalf of the County to the media unless and until approval from the District Attorney has been obtained.

### **C. Providing Copies of Documents Electronically**

As a matter of course, please send the District Attorney copies of all pleadings, motions, briefs, legal research memoranda, discovery, significant correspondence, etc. at the same time they are filed and/or served. Do not send paper hard copies unless requested to do so. Please send them in electronic format (e.g. PDF via email, drop box, etc.). When sending drafts for review, please send them in sufficient time to allow for a meaningful review. Please send unexecuted documents, briefs, memoranda, etc., as e-mail attachments in their native word processing formats. At the conclusion of each case, please send the District Attorney an electronic copy of the entire file saved in a flash or thumb nail drive.

## **II. BUDGETING AND REPORTING**

Case budgets and case status reports are required for all matters assigned to the Law Firm by the County. You will need to provide the District Attorney with a preliminary report and periodic updates as set forth below.

### **A. Preliminary Report & Budget**

1. In matters not involving litigation, please provide a preliminary assessment or workplan and a budget within 30 days of assignment. The District Attorney will pay up to two hours of attorney time for the preparation of the detailed case assessment and budget plan provided the total budget for the matter exceeds \$200,000. For matters where the total budget is less than \$200,000, the District Attorney will designate the preparation the District Attorney will pay for in the matter assignment letter to the Law Firm.

2. In matters involving litigation, the Law Firm will provide a preliminary case assessment and a budget within 30 days of assignment. The District Attorney will pay up to three hours of attorney time for the preparation of the detailed case assessment and budget plan provided the total budget for the matter exceeds \$200,000. For matters where the total budget is less than \$200,000, the District Attorney will designate the preparation that will be paid in the matter assignment letter to the Law Firm.

3. Case Budget: In preparing the budget, the District Attorney realizes that some events in litigation are beyond the Law Firm's control, so the District Attorney views the case budget as a planning device, not a guarantee by the Law Firm. Please give the District Attorney, the Law Firm's best cost estimates based upon the information in the Law Firm's possession. The District Attorney does expect, however, that the Law Firm will manage the case to the approved budget and seek adjustments in advance when unforeseen situations arise. To that end, please monitor expenditures on a regular basis. If the Law Firm anticipates that the matter will exceed the original budget, please notify the District Attorney immediately and propose an updated budget with an explanation for the budget overrun for the District Attorney approval. If the Law Firm does not, the District Attorney reserves the right to require the Law Firm to absorb all or part of the previously unapproved budget overruns. The Law Firm should be aware that if Board of Supervisors approval is required for the increased case budget it may take 6-8 weeks to place the item on the agenda.

4. Preliminary Report: It should include a litigation management/strategy plan (in letter format) explaining how the Law Firm intends to accomplish the County's stated goals and objectives in the case, while disposing of the case as expeditiously and cost-efficiently as possible. It should also contain a risk analysis of the case that will quantify the potential exposure of the County including the Law Firm's best estimate of the County's financial exposure.

## **B. Periodic Updates**

Every month, and no later than the 20<sup>th</sup>, the Law Firm will need to send the District Attorney a written status/progress report on a case, which should include the original estimate (based on pre bills) and the actual amount of the fees and costs that were billed for the prior month and a forecast of the amount that will be billed in the current month. On certain matters as designated by the Law Firm's assigned attorney, the District Attorney will also request a status/progress report that contains the following information: i) any updated evaluations of potential recovery (where the County is the plaintiff), or potential liability/damages (in defense cases); along with any new facts or information which support the Law Firm's evaluations; ii) any changes in the procedural posture of the case (i.e., trial date), iii) any significant written discovery or any depositions anticipated in the next month; and iv) any motions, hearings, or court proceedings anticipated in the next month. Send the status report via email and attach to the email an excel spreadsheet which contains the data described above. The cost of preparing this report is attributable to firm overhead and shall be non-billable. Please also advise us in the monthly reports (or sooner if appropriate) of any anticipated periods of intensive or concentrated activity as the case progresses, e.g., many depositions noticed for a short time frame, which might cause the legal expenses to increase sharply.

## **III. STAFFING AND EFFICIENCY ISSUES**

In handling matters for the County, the District Attorney expects the Law Firm to staff the case and perform the work as efficiently and cost-effective as possible in the manner described below.

### **A. Staffing**

The District Attorney wants the Law Firm to staff all cases as leanly as possible. As a general rule, we want no more than two (2) attorneys and one (1) paralegal doing most of the work and billing most of the time on a case. The District Attorney calls these individuals the "core" billers. The District Attorney wants the Law Firm to identify them in writing at the outset. They should be drawn from the group of individuals at the Firm who have been pre-designated to handle the District Attorney's work. For larger, more complex cases, the Law Firm needs to propose if additional "core" billers are needed on the case.

1. Change in Staffing: the District Attorney also understands that other Law Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc. But the District Attorney expects this to be the exception, not the rule. The District Attorney does not expect to see these occasional billers recording more than ten percent (10%) of the total firm time on a case. Overly-fragmented staffing produces duplication of effort and

inefficiencies.

2. **Regular Staff:** All billers at the Law Firm who are working on County cases must be either members, full-time employees, or of counsel at the Firm, unless the Firm gives the District Attorney notice in advance to the contrary. Contract, temporary, or part-time personnel, whether at the Law Firm or otherwise, working on County cases may be billed at a reasonable mark-up over and above the hourly rate which they are being paid by your firm to reflect associated administrative and overhead costs. However, the amount of any such markup must first be approved by the District Attorney; mark-ups shall not exceed 10%.

3. **Outside Consultant or Expert:** No outside consultants or experts should be retained by the Law Firm on our behalf without District Attorney's prior approval. The Law Firm should list the outside consultants and experts the Firm proposes to use in the preliminary case assessment and strategy documentation or in the monthly case status report. The County will pay the reasonable cost of pre-approved consultants/experts, but there shall be no mark-ups by the Law Firm.

## **B. Efficiency**

The District Attorney expects the Law Firm to adhere to these guidelines unless the District Attorney decides to waive or modify, in writing, some of the staffing and efficiency guidelines below, as the situation demands, after a discussion between the Law Firm and the District Attorney on the case.

1. **Learning Time:** The District Attorney will not pay for "learning" time or "orientation" time as occasional billers become involved in a case and are brought up to speed on the facts and issues. The District Attorney expects the Law Firm to write off such time on the Firm's own initiative. If new or inexperienced Law Firm staff are going to be working on a case in any capacity, the District Attorney will not pay for "training" time, i.e., time spent on research or other matters which would likely be within the knowledge of more experienced staff of the Law Firm. If the District Attorney is retaining the Law Firm for its expertise in a given field, the District Attorney does not want to have to pay for the Law Firm to learn that area of the law. The District Attorney expects the Law Firm to write off such time. When the Law Firm deducts/writes off such time, the billing statements the Law Firm submit should reflect the deduction so the District Attorney can appreciate the Firm's reductions.

2. **One Billing Attorney Per Task:** As a general rule, two or more billers should not be performing the same task or activity on a case when one biller is sufficient. The District Attorney wants to avoid unnecessary duplication of effort but realize that this can sometimes be a judgment call in certain situations. Generally, only one attorney should bill for attending depositions, court appearances, and meetings. The District Attorney expects the Law Firm to advise in advance and get prior approval from the District Attorney when practical, before having two or more Law Firm members attend any meetings, depositions, court appearances, other proceedings in the case, or trial. The District Attorney reserves the right to require the Law Firm to absorb all or part of any charges for the involvement of more than one attorney without prior approval.

3. **Attorney Meetings:** While the District Attorney is willing to pay for office meetings which relate to a given case, the District Attorney expects to be billed only for the time spent by the most senior individual in attendance. The senior biller should indicate the other individuals in

attendance in their time entry for the meeting. Please do not bill for the time spent by additional billers in office meetings by using alternative billing terminology, such as “strategize” or “analyze.” Notwithstanding the above, in certain cases the District Attorney may allow two billers to attend office meetings together, so long as the District Attorney has pre-approved that practice on the case or the nature of the case warrants such meetings. If the amount of meeting times appears out of proportion to the total firm time spent on the case, the District Attorney will ask the Law Firm to justify it.

4. High or Excessive Billing: If the District Attorney sees individual billers record more than 9 hours in a given day or more than 120 hours per month on a given case, the District Attorney will expect the Law Firm to justify that level of billing activity unless the matter is in trial or in a critical stage of the litigation. The District Attorney will expect the Law Firm to justify any document review charges which seem excessive or disproportionate for the particular task or activity involved, or which seem to involve too many billers without apparent explanation.

5. Appropriate Biller: The District Attorney expects work to be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. Whenever possible in the Law Firm’s judgment, please assign a certain task or activity to an attorney billing at a lower hourly rate without loss of competency. For example, the District Attorney expects that the Law Firm makes liberal use of paralegals for work which does not require an attorney’s involvement. Also, a senior attorney should not perform work which can be handled by a more junior attorney. Detailed deposition summaries, e.g., page/line summaries for trial use, should be performed by paralegals, wherever possible.

6. Non-Billable Work: The District Attorney considers clerical, secretarial, and administrative work to be part of law office overhead and non-billable, regardless of who performs it. However, the District Attorney realizes that sometimes billable and non-billable work may be intermixed, e.g., a paralegal who is examining evidentiary documents for privilege before production to the opposing party (billable activity) may simultaneously be sorting, bates-stamping, and labeling them (non-billable work). For such necessary “mixed” work the District Attorney expects you to use less expensive staff than paralegals, so long as they are not billing purely for clerical or secretarial work.

7. Research: When the District Attorney asks the Law Firm to research, analyze or brief a particular legal issue and report back, the District Attorney requires the clearest, most concise answer possible. The quicker the response, the better for the District Attorney’s purposes. The District Attorney should receive copies (in electronic form) of all of the Law Firm’s completed written work product in this regard.

8. Email Communication: Unless the District Attorney specifically asks the Law Firm to provide a lengthy research memo via email, all email communication should be succinct and concise. The District Attorney requests that the Law Firm include their professional contact information in the email whether it be sent from desktop computer, laptop, tablet, cell phone or other device. It will be easier to contact the Firm.

9. Technology Use: The District Attorney expects the Law Firm to identify means of utilizing information technology to make the provision of services to the County more efficient. Also, the District Attorney expects the Law Firm to cooperate with the County when it takes the initiative and proposes the introduction of efficiency-enhancing information technology. Because the County

expects that all law firms are introducing new information technology continuously for the general benefit of the firm, it would not pay for its use of such technology except where it was installed and utilized expressly for the County's benefit. In such case, the County must give its approval before such technology is purchased or installed if the Firm expects repayment for the work or materials.

#### **IV. AUDITS**

The County reserves the right to audit and inspect the Law Firm, among other things, for compliance with (i) these guidelines; (ii) all other County policies and procedures; (iii) all ethical rules governing the Law Firm; and (iv) all applicable laws and regulations. The County further reserves the right to audit and inspect your Law Firm with respect to (i) the reasonableness and necessity of any fees or costs/disbursements billed to the County by the Law Firm or by any outside experts/consultants whom the Law Firm retains on behalf of the County; (ii) the propriety of Firm's billing practices with the County; and (iii) the Firm's professional liability insurance coverage, or self-insurance, for legal malpractice claims against the Law Firm. Any costs to the Firm, including the Law Firm or staff time will be borne by the Law Firm and not billed to the County.

**Exhibit "B"**

**CASE MANAGEMENT PLAN**

**SAN BERNARDINO COUNTY DISTRICT ATTORNEY**

**DATE:**

**CASE NAME:  
CASE NUMBER:  
COURT:**

**RESPONSIBLE DEPUTY DISTRICT ATTORNEY:  
LITIGATION DEPUTY DISTRICT ATTORNEY:**

**FIRM NAME:  
ADDRESS:  
PHONE:  
E-MAIL:  
FISCAL CONTACT:**

**LEAD ATTORNEY:  
DIRECT PHONE:  
CELL PHONE:  
E-MAIL:**

**OPPOSITION FIRM NAME:  
ADDRESS:  
PHONE:  
E-MAIL:**

**OPPOSITION LEAD ATTORNEY:  
DIRECT PHONE:  
CELL PHONE:  
E-MAIL:**

Please use as much space as needed to thoroughly and completely respond to the following questions. Add additional questions and responses as the case requires.

1. Please state a brief overview/summary of the case.
2. Please state your initial impression of the case based upon currently available information.
3. What is your recommended case strategy at this point?

4. Are there any apparent/potential cross actions to pursue? If so, indicate against whom and why.
  
5. Are there indications that early settlement should be pursued? If so, indicate why and upon what terms.

**ESTIMATED CASE BUDGET**

**CASE NAME:**

Please provide your best preliminary estimates to execute your case management plan in the following areas of activity.

<b><u>PROJECTED ACTIVITY</u></b>	<b><u>TIMING</u></b>	<b><u>ESTIMATED COSTS</u></b>
<b>A. <u>Initial Stages</u></b>		
1. Case evaluation.....		
2. Answer and cross-complaints.....		
3. Document review.....		
4. Client contact.....		
5. Expert consultation .....		
6. Other (explain).....		
<b>B. <u>Discovery</u></b>		
1. Depositions (including court reporters, witness fees, travel etc.) .....		
2. Interrogatories (requests and responses).....		
3. Document production and inspection (including travel) .....		
4. Site inspection (including travel) .....		
5. Other (explain).....		
<b>C. <u>Legal Research</u></b>		
1. Indicate any special research projects your firm must do. ....		

2. Indicate any special research projects required of other firms. Indicate recommended firm. ....

**D. Experts/Consultants/Facilitators/Receivers**

1. Indicate any non-legal expert advice or testimony required.....
2. Indicate any alternative dispute resolution you would recommend .....

**E. Trial**

1. Indicate the pre-trial costs .....
2. Indicate the trial costs.....
3. Indicate the appeal costs.....

**Total Time/Costs** .....

**F. Other Comments**

Lead Attorney Signature \_\_\_\_\_ Date: \_\_\_\_\_

REVIEWED (Attach any comments.):

Responsible DDA: \_\_\_\_\_ Date: \_\_\_\_\_

Supervising DDA: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit "C"**

### **Standard Hourly Billing Rates**

Attorneys: \$250.00 per hour for services performed.

Law Clerks and Paralegals: \$150.00 per hour for services performed.

All fees are billed to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

The Firm ordinarily charges for actual necessary costs incurred for the following:

- Court filing fees
- Attorney services (Includes service of process fees, arbitrators, and mediators);
- Messenger services
- FedEx or California OverniteExpress
- Parking

No surcharges are added to the actual costs for expenses itemized in this section, or to any other necessary expense not itemized above.

## **Exhibit "D"**

### **Initial Phase**

The County will prioritize properties and provide that information to the Law Firm in groups of 10-25 properties. The Law Firm will receive the detailed property information from the County and the Law Firm will organize, process, review and assess specific information relating to properties and conditions to be addressed. The Law Firm will evaluate and develop a plan of action. The Firm will develop rankings and groupings of the batches of properties. The Firm will develop specific projected timelines for particular properties, or types of properties, so that the County can have a timeline for the abatement and for the expected course of action.

### **Civil Nuisance Abatement**

The Firm will review the information provided by the County and when necessary, do additional research regarding conditions and/or property ownership information. The Firm will prepare civil litigation complaints to commence actions against property owners. The Firm will develop a form complaint initially to more efficiently prepare subsequent complaints against other properties. The complaints will often include property details, photographs, and supporting documentation, including records, declarations, citations, etc. The Firm will develop a form complaint on several properties or property types within approximately one to two months after initial review, and that these will be used as templates for other properties with similar facts and conditions, in order to begin to streamline the process around the four-to-six-month mark. Many of the actions will be aggressively addressed by immediate court action seeking temporary restraining orders and/or preliminary injunctions at the outset, so as to allow for expeditious means to cease illegal cultivation activities, and other hazardous or unsafe conditions and materials.

Follow up to preliminary orders or the conclusion of successful litigation will include services tailored to specific properties for actual clean up and remedying of nuisances, hazards and environmental issues, as well as disposition of any seized property. This phase will start immediately if cases are not contested. For those matters contested, clean up phases may start approximately six to nine months after startup. During this phase the Firm will also pursue fees and costs against properties and owners, in order to collect on any favorable judgments.

Actions taken by the Firm will include judgment collection, liens, abstracts of judgment, judicial debtor proceedings, as well as other potential actions where appropriate. As to those properties that do not meet eligibility for any receivership, the Firm will obtain liens or assessments against properties in order to assure the County's future entitlement to payment of costs and fees related to the nuisance abatement activities.

The Firm will alert the County to any properties or actions that seem to be problematic, so that these can be specially evaluated in order to minimize unnecessary costs or assess special treatment.

### **Receivership Appointments**

The Firm will assess properties at the outset for potential receivership remedies. That assessment will include property valuation, title assessment, preliminary title profiles, litigation guarantees, bidding/contracting for repair/rehabilitation and receivership financing. The Firm will coordinate receivership lenders and receivership financing and ensure that appointed receivers are complying with

all applicable laws and procedures, as well as monitor their services and activities to ensure that all costs are covered and projects are reasonably budgeted. The Firm, where appropriate, will seek ex parte relief, and the recovery of attorney fees, costs, liens (with priority), assessments, agency staff costs (including code enforcement, police, fire, building and administrative) and investigative time, which will be recoverable against the value of properties.

Specifically for receiverships, the Firm will evaluate properties and their respective candidacy for effective use of the receivership remedy. The Firm will use a very specific intake/evaluation process designed to streamline and expedite evaluations to ensure timely processing, selection of the most viable candidates, as well as identification of potential problematic issues relating to title, valuation and lending candidacy. The Firm will use a systematic team approach when appointed as receiver, involving dedicated real estate, lending representatives, contractors and title personnel. The Firm will not be appointed receiver but will use the Firm's skills and resources to accomplish abatement of nuisance conditions for the County.

As part of the Firm's initial intake and evaluation, the Firm will evaluate properties or groups of properties, especially those that may be multiple properties owned by one individual for potential favorable use of the receivership procedure and remedy. The District Attorney will provide a list of APNs, and initial property information to the Firm and the Firm will do a full assessment of the viability of the receivership option, including preliminary title reports, litigation guarantees, and tax encumbrance information. Usually with standard receivership properties, the Firm will seek to quickly obtain a receiver appointment order in court and the receiver can immediately obtain collateralized funding against the property, in order to have such funds available for the use to rehabilitate the property and remedy nuisance conditions on an expedited basis.

Once the Firm has specific property information from the County, the Firm will assess and advise the District Attorney whether the receivership option will be feasible and worth the cost for specific properties, as compared to the expected recovery against such properties. The cost for investigation and evaluation efforts would be incurred by the County prior to any potential recovery from properties.

Depending on the property profiles, valuations, encumbrances and prioritization, potential receivers could be limited in their ability to secure independent funding and in those instances, in order to secure an appointment, certain County startup funding may be required. For all costs of receivership remedies, civil nuisance abatements, experts and startup funding that the Law Firm is seeking to have the County pay, such costs paid under the terms of this agreement shall be made through the Law Firm so the Law Firm administers the payment(s).

The Firm has ongoing relationships with the most qualified health and safety receivers in the state. Depending on project type, size and scope, the Firm will utilize, where appropriate, those relationships for the nominations. In addition, should volume require, the Firm will issue statewide requests for proposal for additional receiver services, so as to distribute workload among additional receivers. The rates of the receivers that the Firm regularly has appointed by courts are approximately \$300.00 per hour. The County has the right to decline the nomination of the receiver chosen for services. The Law Firm will ensure that any companies hired for remediation will be properly licensed and insured, including environmental liability coverage with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the District Attorney without any restrictions.

## **Administrative Management**

The Firm will use a systemized process and assignment of duties to streamline and manage various aspects of petition preparation and filing, ensure compliance with unique statutory and procedural requirements applicable specifically to receivership litigation, coordinate with staff and investigators, prepare required postings and notices to abate and identify/notify recorded interests where required.

The Firm's team will ensure that cases are logged, tracked and calendared to effectively coordinate appearances, client updates, timing of filing of attorney fee motions and cost recovery as applicable, as well as receiver and contractor compliance with their respective responsibilities, and communication and updates regarding progress on receivership actions. The Firm will evaluate actions regularly in order to ensure each project is progressing appropriately, and the Firm will flag any actions that require special attention, pose unique circumstances, or require the particular focus for evaluation of excess costs or unusual services. The Firm will be responsible for day-to-day monitoring of each of their projects, receiver services if applicable, deadlines, calendaring, updating case information and other related project oversight.

The Firm will provide regular reports to designated County contacts, as frequently as monthly, or at other intervals as requested or necessary. The Firm can also make any presentations, updates, or attend meetings for other informational purposes, as needed or directed by the County.