

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CEO-Risk Management Division

BOARD AGENDA # *B-4

Urgent Routine

AGENDA DATE June 9, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Chief Executive Officer to Enter Into, Update and Amend Legal Services Agreements with Outside Counsel to Represent the County in Civil Litigation Claims Under the Risk Management General Liability or Professional Liability Insurance Programs

STAFF RECOMMENDATIONS:

1. Approve the use of the attached Legal Services Agreement template for the Chief Executive Officer (or Designee) to engage outside counsel for litigated matters.
2. Authorize the Chief Executive Officer (or Designee) with the concurrence of County Counsel, to enter into, update and amend Legal Services Agreements with outside counsel to represent the County in civil litigation claims under the Risk Management General Liability or Professional Liability Insurance Programs.
3. Direct the Chief Executive Officer to report (at least annually) to the Board of Supervisors the cost of all
(Continued on Page 2)

FISCAL IMPACT:

The General Liability Budget for Budget Year 2015-2016 will include funding in the amount of \$4.9 million, of which \$1.7 million is for legal services. The General Liability Fund is a self-insurance fund, and is supported by charges to County departments. As cases exceed the program's self-insured retention (SIR) of \$250,000 per case, the excess insurance carrier will reimburse the County for all expenditures that exceed the SIR. All budgetary controls will remain in place and expenditures will not exceed appropriations unless prior approval is given by the Board of Supervisors.

BOARD ACTION AS FOLLOWS:

No. 2015-255

On motion of Supervisor Monteith, Seconded by Supervisor De Martini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval for the Chief Executive Officer to Enter Into, Update and Amend Legal Services Agreements with Outside Counsel to Represent the County in Civil Litigation Claims Under the Risk Management General Liability or Professional Liability Insurance Programs

Page 2

::

STAFF RECOMMENDATIONS: (Continued)

Legal Services Agreements with outside counsel for litigated claims under the General Liability and Professional Liability Insurance Programs administered by the Risk Management Division.

DISCUSSION:

The Chief Executive Office - Risk Management Division contracts with numerous outside attorney firms to provide defense work for lawsuits naming the County. These Legal Services Agreements are typically multi-year agreements that often exceed the cumulative signing authority of the Purchasing Agent. The Risk Management Division is seeking to streamline the process and increase efficiency by allowing the Chief Executive Officer (or Designee) to enter into, update, and amend Legal Services Agreements utilizing the County Counsel-approved Legal Services Agreement template.

The values of the Legal Services Agreements vary greatly depending on the number and complexity of cases assigned to the attorney firms. Initial agreement values are determined with input from attorney firms during semi-annual (or more frequent) file reviews. These file reviews take into consideration current cases assigned to the firms and project future costs in three to six month increments based on current information and case development. For firms handling multiple cases, these values can easily exceed the statutory authority granted to the Purchasing Agent, which is currently set at \$100,000.

As new litigated matters come in, cases are assigned to counsel based on experience, expertise, and workload capacity. In some instances, County Counsel advises that a specialty firm should handle the matter, which requires a new contract. In either of these two instances, time is of the essence in assigning the case so a timely answer to the claim may be filed.

By allowing the Chief Executive Officer (or Designee) to enter into, update, and amend Legal Services Agreements, with concurrence of County Counsel, this process can be made more efficient for time-sensitive matters.

The Chief Executive Officer will report (at least annually) to the Board of Supervisors the cost of all Legal Services Agreements with outside counsel for General Liability and Professional Liability Insurance Programs administered by the Risk Management Division.

Approval for the Chief Executive Officer to Enter Into, Update and Amend Legal Services Agreements with Outside Counsel to Represent the County in Civil Litigation Claims Under the Risk Management General Liability or Professional Liability Insurance Programs
Page 3

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priority of Efficient Delivery of Public Services by streamlining the process for entering into contractual agreements for legal services in the Risk Management Division.

STAFFING IMPACT:

Existing staff from the Chief Executive Office, Risk Management Division and County Counsel will continue to support this process and ensure that the County has proper legal defense in all litigated matters.

CONTACT PERSON:

Jody Hayes, Assistant Executive Officer. Telephone (209) 525-5714

LEGAL SERVICES AGREEMENT

This Legal Services Agreement is made and entered into by and between the County of Stanislaus ("County") and _____ ("Attorney") on July 1, 2015 (the Agreement).

Recitals

Whereas, the County has a need for legal services reasonably required to represent and advise the County of Stanislaus in connection with litigated matters; and

Whereas, the Attorney is specially trained, experienced and competent to perform and has agreed to provide such services;

Whereas, Business and Professions Code section 6148(a) provides, among other things, that where it is foreseeable that the total expense to a County will exceed \$1,000, an agreement for legal services must be in writing and contain (1) the applicable hourly rate and other standard rates, fees and charges, (2) the general nature of the legal services to be provided, (3) the respective responsibilities of the Attorney and the County, and (4) a statement disclosing whether the Attorney maintains errors and omissions insurance applicable to the services to be rendered; and

Whereas, the total expenses to the County may exceed \$1,000;

Now, therefore, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Attorney shall provide legal services, advice and representation requested by County.

1.2 Services and work provided by the Attorney at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. The Attorney may provide the County with an opinion about the possible result or outcome of a legal matter, but the Attorney makes no promises, guarantees or representations regarding the outcome of any matter as to which the Attorney will provide legal services, advice or counsel to the County.

1.3 The Attorney shall provide sufficient staff to carry out the legal services provided under this Agreement. If the Attorney deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Attorney will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Attorney will be the agent of the Attorney, not the County.

1.4 Attorney is obligated to perform in a timely manner those services and work under this Agreement. It is understood by Attorney that the performance of these services and work will require a varied schedule with the hours and times for completion of said services to be set by Attorney; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 The Attorney shall be compensated on a time and materials basis, based on the hours worked by the Attorney, multiplied by the current hourly rate charged by the Attorney; provided, however, the Attorney will provide the County 30-day notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Attorney will be reimbursed for the following expenses that are reasonable, necessary and actually incurred by the Attorney in connection with the services:

- (a) Fees or charges of any kind paid or advanced by the Attorney, including, but not limited to costs of service and filing of pleadings, filing fees, other charges assessed by courts and other public agencies, court reporter fees, jury fees, witness fees, messenger and delivery fees.
- (b) The cost of any subcontractors, consultants, experts or investigators retained pursuant to Paragraph 1.3 of the Agreement.
- (c) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (d) Postage.
- (e) Travel expenses, including transportation, lodging and meals, parking, and mileage, per Stanislaus County Travel Policy
- (f) Any other reasonable out of pocket expenses incurred by the Attorney.

2.2 The parties hereto acknowledge the maximum cumulative amount to be paid by the County for services, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained pursuant to Paragraph 1.3 of the Agreement, shall not exceed the total approved initial budget projection for all cases assigned or an updated amount as agreed to during the semi-annual file reviews.

2.3 The Attorney shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 Except as otherwise expressly provided in this Agreement or any amendment to this Agreement, Attorney shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled by virtue of this Agreement to

consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.5 The County will not withhold any Federal or State income taxes or Social Security tax from any payments made by the County to Attorney under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. The County has no responsibility or liability for payment of Attorney's taxes or assessments.

3. Term

3.1 The term of this Agreement shall commence on the date of this Agreement and continue through June 30, 2018 or until terminated as provided in this Agreement.

3.2 Either party may terminate this agreement without cause upon prior written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Attorney as provided in Paragraph 2 herein, subject to any applicable setoffs. Both parties shall sign any documents necessary to complete Attorney's discharge or withdrawal.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) death or incapacity of the Attorney, or (c) sale of Attorney's business or practice.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Attorney to provide the services and work provided under this Agreement must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Attorney at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Attorney shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Attorney to provide the services under this Agreement. The County is not obligated to reimburse or pay Attorney for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

6. Insurance

6.1 Attorney shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Attorney's work under this Agreement. If policy is written on a Claims made basis, the policy shall not have a retroactive date after the date a contract is executed and work has begun with the County. The Attorney must maintain coverage without a lapse for a minimum of three years after completion of the work performed on behalf of the County. Attorney must continue to provide evidence of insurance for this extended period. Should there be a lapse in coverage, the Attorney shall be responsible for purchasing an "Extended Reporting period" or "tail" policy. If the Attorney goes out of business prior to the expiration of this extended period, the Attorney shall secure a full "tail" coverage policy.

6.1.2 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than one million dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit. If policy is written on a claims made basis, the policy shall not have a retroactive date after the date a contract is executed and work has begun with the County. The Attorney must maintain coverage without a lapse for a minimum of three (3) years after completion of the work performed on behalf of the County. Attorney must continue to provide evidence of insurance for this extended period. Should there be a lapse in coverage, the Attorney shall be responsible for purchasing an "Extended Reporting Period" or "tail" policy. If the Attorney goes out of business prior to the expiration of this extended period, the Attorney shall secure a full "tail" coverage policy.

6.1.3 Automobile Liability Insurance. If the Attorney or the Attorney's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than one million dollars (\$1,000,000) per occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Attorney certifies under section 1861 of the Labor Code that the Attorney is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Attorney will comply with such provisions before commencing the performance of the work of this Agreement. Employers' Liability insurance Coverage B with coverage amounts of not less than one million dollars (\$1,000,000) each employee, one million dollars (\$1,000,000) each accident, and one million dollars (\$1,000,000) each disease.

6.2. Any deductibles or self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured's, or (b) the Attorney shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Attorney agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Attorney's defense and indemnification obligations as set forth in this Agreement.

6.3 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Attorney shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.4 Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Rating Guide of A-VII or better provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

6.5 At least ten (10) days prior to the date the Attorney begins performance of its obligations under this Agreement, Attorney shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Attorney. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.6 The limits of insurance described herein shall not limit the liability of the Attorney and Attorney's officers, employees, agents, representatives or subcontractors.

6.7 The Attorney shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County of Stanislaus its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insured's regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Attorney, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Attorney; (c) premises owned, occupied or used by the Attorney; and (d) automobiles owned, leased, hired or borrowed by the Attorney. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Attorney.

6.8 The Attorney's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Attorney's insurance and shall not contribute with Attorney's insurance.

6.9 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.10 The Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Attorney shall indemnify, hold harmless and defend the County from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the negligent or intentional wrongdoing by the Attorney or Attorney's employees, agents, representatives or subcontractors in the performance of this Agreement. Notwithstanding the foregoing, Attorney's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Attorney in contributing to such claim, damage, loss and expense.

7.2 Attorney's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Attorney to procure and maintain a policy of insurance.

7.3 To the extent permitted by law, the County shall defend, indemnify and hold harmless Attorney and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of County.

8. Status of Attorney

8.1 All acts of Attorney and its employees, agents, representatives, subcontractors and all others acting on behalf of Attorney relating to the performance of this Agreement, shall be performed as independent Attorneys and not as agents, officers or employees of the County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County. Except as expressly provided in this Agreement or other written authorization, Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Attorney and its employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the County.

9. Records and Audit

9.1 Attorney shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of the County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Attorney. Further, the County have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Attorney and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation. Attorney and its officers, employees, agents, representatives or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Attorney further agrees to abide by the County's nondiscrimination policy.

11. Confidentiality

The Attorney agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

12. Assignment

This is an agreement for the services of Attorney. The County has relied upon the skills, knowledge, experience and training of Attorney and the Attorney's firm, associates and employees as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement without the express written consent of the County. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a

modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Conflicts

The Attorney represents and warrants that it has no interest and agrees that it shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the work and services under this Agreement, unless specifically waived in writing by the County.

15. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Attorney or the County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County
Risk Management Division
1010 10th Street, Suite 5900
Modesto, CA 95354
Attn: Jody Hayes

To Attorney:

Attn:

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

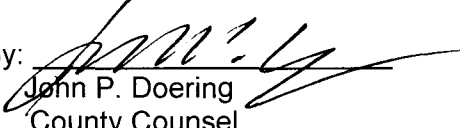
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

In Witness Whereof, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS By: _____ Jody Hayes Deputy Executive Officer / Risk Manager "County"	ATTORNEY By: _____ Name Title "Attorney"
APPROVED AS TO FORM: By:  John P. Doering County Counsel	

SCHEDULE OF RATES

Hourly rate for:

Partner	\$
Sr. Associate	\$
Associate	\$
Blended Rate	\$
Paralegal	\$

Postage Actual incurred charge only

Mileage .575 per mile currently
To be paid at current IRS rate and in accordance with Stanislaus County Travel Policy

Daily Meal Maximum Actual itemized receipts are required for all meals.
Meal rates are as follows (including tax and tip):
Breakfast - \$12.00, Lunch - \$15.00, Dinner - \$25.00

In-house photo copies .10 per page – if not included in hourly rate

Fax

Send no charge – included in hourly rate

Receive .10 per page – if not included in hourly rate

E-mail, with or without attachment no charge – included in hourly rate

Telephone Charges no charge – included in hourly rate

Legal Research Actual incurred charge only

NOTE : Other regular reoccurring charges to appear on this Schedule of Rates,
otherwise they will not be reimbursed

Final billings will be stamped FINAL BILL

E-mail servers must be capable of receiving all anticipated files (25 MB) without having to be broken into multiple attachments, unless prior arrangements have been made