

**LEGAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION**

THIS LEGAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is by and between the County of Santa Clara (hereinafter referred to as "County") and Richards, Watson & Gershon, a professional corporation (hereinafter referred to as "Contractor").

1. Retention of Contractor.

County hereby retains Contractor as an independent contractor through the services of the following key persons: Greg Stepanicich, and such other partners, associate attorneys, and staff members employed by the firm as Contractor deems necessary and the County's County Counsel ("County Counsel"), or designee, approves pursuant to Section 3 of this Agreement. Contractor will not replace any of the key persons named above without the prior, express approval of the County Counsel or designee.

Contractor is retained to provide legal services to County on an as-needed basis with respect to the Stanford University 2018 General Use Permit application and related approvals, including compliance with the California Environmental Quality Act ("CEQA"), Pub. Res. Code, § 21000 *et seq.*

2. Performance by Contractor.

In the performance of this Agreement, Contractor will provide only those services which are necessary to carry out the work for County in an efficient and effective manner. Contractor will avoid unnecessary duplicate efforts on the part of Contractor and Contractor's partners, associate attorneys, and staff members. Intra-office conferences are acceptable where such conferences reduce the cost of compensation paid or reimbursement made for related, actual, reasonable and necessary, out-of-pocket expenses to Contractor.

Contractor will prepare and send status reports to the County Counsel on a reasonable schedule to be given by the County Counsel or designee.

Contractor will provide the following services at no additional charge to the County:

- (a) Staff briefings with County agencies and related duties required by the County in establishing and maintaining a comprehensive risk management program directed at minimizing claims liability exposure of the County; and
- (b) In-house training for the County's Office of the County Counsel and/or other County departments regarding areas of the Contractor's legal specialty.

3. Compensation of Contractor.

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$50,000. Contractor will notify County when 75% of the maximum compensation limit has been billed.

County will be obligated to compensate Contractor pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of the County, of those tasks which take place during the term of this Agreement. County will not be obligated to compensate Contractor for any work, services, or functions performed by Contractor which do not arise directly from the performance of tasks relating to litigation for the County, including, but not limited to, work, services or functions performed by Contractor in: (1) seeking to obtain County's business or negotiating with County to enter into this Agreement; (2) providing County with documentation, explanations, or justifications concerning the adequacy or accuracy of its invoices for the performance of services under this Agreement and resolving the same to the reasonable satisfaction of County; or (3) providing audit letters to the County's auditors regarding any litigation handled by Contractor.

A. Fee Compensation:

County agrees to pay and Contractor agrees to accept as full compensation for performance of tasks under this Agreement the following sum per hour per person:

*Greg Stepanicich	\$395.00
*Whitney McDonald	\$335.00
*Casey Strong	\$275.00

Upon the prior approval of the County Counsel or designee, Contractor may provide additional partners, associate attorneys or paralegals employed by its firm to perform services under this Agreement, provided such additional persons are compensated by the County for performance of tasks under this Agreement at a rate agreed to by the County Counsel, not to exceed each such person's customary billing rate per hour.

B. Expenses:

Contractor will be reimbursed at cost for actual, reasonable, and necessary out-of-pocket expenses, as follows: filing fees, printing and photographic reproduction expenses, court reporter's fees, and all other directly-related expenses, excluding telephone charges, prorated computer research charges, facsimile charges, and postage charges. Contractor will also not be reimbursed for secretarial, clerical, word processing or typist services (including overtime hours worked), or normal office operating expenses.

C. Travel:

Travel time and travel expenses outside the San Francisco Bay Area will only be reimbursed if in compliance with this Section 3C and if Contractor obtains the prior approval of County Counsel.

Travel Time: Contractor will not be reimbursed for travel time to or from Santa Clara County. Contractor will be reimbursed up to a maximum of .50 hours per day for travel time within the Santa Clara County boundaries. All allowed travel time is to be billed at one-half of the Contractor's partners, associate attorneys, or anyone else's regular hourly rate.

Travel Expenses: Contractor will be reimbursed for actual and reasonable parking costs. Contractor will be reimbursed for mileage or other reasonable transportation costs outside of the San Francisco Bay Area. Contractor will not be reimbursed for mileage for any travel within the San Francisco Bay Area. In no event will the amount paid to Contractor for travel expenses exceed the amount determined by County Counsel to be reasonable in accordance with the County's travel policy.

4. Payment and Record-keeping.

Subject to Section 3 of this Agreement, payment of compensation for the services provided and reimbursement for related, actual, reasonable and necessary, out-of-pocket expenses incurred which are described herein will be made by County after submission of an itemized invoice by Contractor every 30 days. Unless Contractor elects to enroll in the County's Early Payment Discount Program, all invoices will have a Net 45-day payment term.

All such invoices will have sufficient detail as may be required by the County's Controller, including, but not limited to:

- (a) The specific nature of each task performed as services under this Agreement;
- (b) The name of the partner, associate attorney, or staff member who performed each such task;
- (c) The number of hours worked by each such person for each such task;
- (d) The hourly rate for each such person performing each such task; and
- (e) The related, actual, reasonable and necessary, out-of-pocket expenses incurred, as provided for in Section 3 of this Agreement.

In addition to the requirements of this section of this Agreement, each invoice will set forth a summary of hours worked by each partner, associate attorney and staff member for the applicable billing period and the product of such summary of hours worked by each person multiplied by each such person's billing rate, as set forth herein.

In preparing invoices, Contractor will segregate each task performed on a daily basis. Contractor will also prepare its invoices in an organized manner, facilitating an efficient review of the services performed and the expenses incurred to provide County with a clear and complete picture of how much time was devoted to specific tasks and projects, and the cost associated therewith. Contractor will not combine unrelated tasks as a single entry in lieu of setting forth the hours of work performed by a partner, associate attorney, or staff member on each specific task. For each invoice, Contractor will provide supporting documentation for all out-of-pocket expenses.

Contractor will keep complete records of the services provided, as described in this section of this Agreement, together with all related actual, reasonable and necessary, out-of-pocket expenses applicable to the work provided under this Agreement. The County's Controller, or duly authorized representatives, will be given reasonable access to all of these records for the purposes of an audit under this Agreement. In addition, Contractor will be subject to the examination and audit of such records by the State Auditor for a period of three (3) years after final payment under this Agreement.

5. Term of Agreement.

This Agreement shall commence on June 1, 2017 and continue in full force and effect through December 31, 2018, unless it is terminated by either or both parties as provided in this Agreement.

6. Termination.

County may terminate this Agreement at any time, either in whole or in part, by giving three (3) days written notice specifying the effective date and scope of such termination. Contractor may terminate this Agreement at any time, either in whole or in part, by giving thirty (30) days written notice specifying the effective date and scope of such termination. However, if Contractor elects to terminate this Agreement, the County's rights under any pending matter arising from Contractor's services hereunder will not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California. Upon date of termination, all rights, powers, privileges and authority granted to Contractor under this Agreement will cease, and Contractor will have the duties provided in Section 8 below.

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

7. Termination For Cause.

County will have the right to terminate this Agreement after written notice to Contractor and after the expiration of any cure period provided for below, upon the occurrence of any of the following events of default:

- (a) Failure of Contractor to perform any covenant or obligation set forth in this Agreement or any other agreement with County;
- (b) An attempt by Contractor to assign, delegate or subcontract without County's consent as provided herein;
- (c) Failure by Contractor to maintain insurance as required under this Agreement;
- (d) Filing by or against Contractor of any petition for bankruptcy, any assignment by Contractor for the benefit of creditors, the levy of a writ of attachment or execution against Contractor's property or the appointment of a receiver for Contractor or Contractor's property; or
- (e) Unauthorized or excessive billing by Contractor.

Except as otherwise provided in this Agreement, Contractor will not be in default hereunder unless Contractor fails to correct such default within a period of ten (10) days after written notice given by County to Contractor identifying the default. Notwithstanding the foregoing, if a default cannot be cured within such ten day period, Contractor will not be in default hereunder if and for so long as Contractor shall, diligently and in good faith, have commenced to remedy the default within such ten day period, shall prosecute to completion with diligence and continuity the remedying of default, and shall remedy such default within a reasonable time to County's satisfaction. In the case of a notice of default to Contractor, no new work will be undertaken by Contractor after the date of receipt of the notice, without the express consent of the County.

8. Duties Upon Termination.

Upon termination of the Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (hereinafter collectively referred to as "materials") prepared by Contractor under this Agreement will become the property of the County and will be promptly delivered to the County. Upon receipt of such materials, Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. In the event this Agreement is terminated prior to the dismissal of a claim handled by Contractor on behalf of the County, Contractor will do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of the County.

9. County Responsibilities.

County will comply with all reasonable requests of the Contractor in connection with the preparation and presentation of the defense of claims against the County. County will reimburse Contractor or directly pay the actual, reasonable costs of investigation, photography, accident reconstruction, and other non-legal services necessary in any such defense, but only with the prior approval of the County Counsel or designee.

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10. Non-Exclusive Remedies.

The County's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies provided to the County by law, in equity, or under the provisions of this Agreement.

11. No Special Damages.

In no event will County be liable to Contractor for any indirect, special or consequential damages or lost profits arising out of or relating to this Agreement or the performance or breach thereof.

12. Conflict of Interest.

Contractor promises, covenants, and warrants that the performance of its services and representation to County under this Agreement will not result in a conflict of interest as that term is used in the Rules of Professional Conduct of the State Bar of California. In the event of a conflict of interest or potential conflict, Contractor must disclose such conflict to the County Counsel and shall request the County's Board of Supervisors waive such conflict on a case-by-case basis.

13. Relationship of Parties; Independent Contractor.

Contractor will perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the County. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed as to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing the work or services described herein will be considered an officer, agent, servant or employee of the County, nor will any such person be entitled to any benefits available or granted to employees of the County.

14. Assignment; Subcontracting.

The services to be performed by Contractor are personal in character. Accordingly, Contractor is prohibited from: (1) assigning or subcontracting this Agreement; or (2) delegating any duties or obligations hereunder in any manner whatsoever, either voluntarily or by operation of law, unless County first approves in writing such assignment, subcontract or delegation by written instrument executed and approved in the same manner as this Agreement. County may give or withhold such approval in its sole and absolute discretion. Any purported assignment or

subcontract by Contractor in violation of these restrictions will confer no rights on any other party and will, at County's sole option, be void.

15. Nondiscrimination.

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Governing Law; Venue.

This Agreement will be construed and enforced in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.

17. Integrated Agreement.

This instrument, including the exhibits attached hereto, which are made a part of this Agreement, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend this Agreement will constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever, including prior drafts hereof and changes therefrom, may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18. Amendment.

Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by both parties hereto or except as otherwise expressly provided herein.

19. Non-Waiver of Rights.

No failure by County to insist upon the strict performance of any obligation of Contractor under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, without regard to the length of time for which such failure continues, and no acceptance of any

monies, will constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition of this Agreement. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder will not relieve Contractor of any obligation to secure the consent of County in any other or future instance under the terms of this Agreement.

20. Contracting Principles Provisions.

Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

21. County No-Smoking Policy.

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County owned and operated health facilities, (2) within 30 feet surrounding County owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

22. Beverage Nutritional Criteria Policy.

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, nonfat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially sweetened, calorie reduced beverages that do not exceed 50 calories per 12 ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

23. Assignment of Clayton Act, Cartwright Act Claims.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act

(Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

24. Wage Theft Prevention.

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the

County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this section shall be addressed to:

Office of the County Executive—OCCM
70 West Hedding Street
East Wing, 11th Floor
San José, CA 95110

The Notice provisions of this section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this section.

25. Protocol.

The protocol to be followed by Contractor in providing services under this Agreement is set forth in Exhibit A, attached hereto and incorporated herein by this reference.

26. Indemnification and Insurance.

The indemnification and insurance requirements for Contractor are set forth in Exhibit B-3, attached hereto and incorporated herein by this reference.

27. Pro Bono Legal Services Requirement.

Contractor certifies that Contractor will make a good faith effort to provide at least 12 hours of pro bono legal services during each year of the Agreement multiplied by the number of full time attorneys in the firm in conformance with Policy No. 5.12.5.2 of the County Board of Supervisors and comply with all additional terms of the Policy as set forth in Exhibit C, attached hereto and incorporated herein by this reference. The number of hours shall be prorated on a calendar day basis for any contract period that is less than a full year.

28. Notices.

All notices required by this Agreement will be in writing and will be deemed to have been duly given only if delivered personally or deposited in the United States mail, postage prepaid, return receipt required, addressed to the other party at the address or addresses set forth below or at such other address as the party may designate in writing in accordance with this section.

TO COUNTY:
Office of the County Counsel
70 W. Hedding St., 9th Floor
San Jose, CA 95110
Attn.: County Counsel

TO CONTRACTOR:
Richards, Watson & Gershon
44 Montgomery Street, Ste 3800
San Francisco, CA 94104-4811
Attn.: Greg Stepanicich, Esq.

29. Interpretation.

The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters contained herein. This Agreement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words will not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

30. Severability.

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. However, notwithstanding anything to the contrary herein, if the County determines a finding of illegality adversely affects the basic consideration hereunder, County may, at its option, terminate this Agreement.

31. Successors and Assigns.

Subject to the provisions of this Agreement restricting Contractor's right to assign and subcontract, the terms, covenants and conditions contained in this Agreement will bind and inure to the benefit of County and Contractor and, except as otherwise provided herein, their personal representatives, successors and assigns.

32. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

33. Survival.


Termination, expiration or cancellation of this Agreement will not affect any provision of this Agreement which expressly states it shall survive termination, expiration or cancellation hereof.

34. Contract Execution.


Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations.

RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION


GREG STEFANICICH
Title: Shareholder
Date: June 12, 2017

COUNTY OF SANTA CLARA


JAMES R. WILLIAMS
County Counsel
Date: 6/13/17

OFFICE OF THE COUNTY EXECUTIVE


SYLVIA GALLEGOS
Deputy County Executive
06/13/2017

APPROVED AS TO FORM
& LEGALITY


ELIZABETH G. PIANCA
Lead Deputy County Counsel
6/13/2017

**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)



Orry P. Korb
COUNTY COUNSEL

Winifred Botha
Danny Y. Chou
Robert M. Coelho
Steve Mitra
ASSISTANT COUNTY COUNSEL

EXHIBIT A

COUNTY OF SANTA CLARA

PROTOCOL FOR OUTSIDE COUNSEL

The County of Santa Clara expects our outside counsel to display the highest degree of professionalism and ethical conduct and to provide the County and its departments with high quality, cost effective legal representation.

Communication

All matters referred to you must be handled in collaboration with the County's Office of the County Counsel. Communication is crucial. The County and its involved employees must be fully informed at all times. We expect outside counsel to reply promptly and completely to all our inquiries and requests.

Conflict of Interest

We expect counsel to be free of conflicts of loyalty or interest. Please check immediately for any such actual or potential conflicts arising from your representation of the County and advise us immediately of any conflict or potential conflict. Also, we expect our counsel to advise us if they are on any Boards or organizations that may consider filing litigation against the County.

Staffing

We expect to be consulted in determining which individuals will work on a matter for us. The County will not pay for learning time that may result from any staffing changes, as we do not believe that it is appropriate to pay for the training of personnel. Also, in order to avoid duplication of effort and to minimize legal fees, we expect strict limits on the number of attorneys and paralegals attending meetings, depositions, or court proceedings. In most instances, only one attorney should be present at any such meeting or proceeding. In addition, intra-office conferences and meetings should be kept to a minimum.

Strategy

We do not expect to pay for projects within matters that we have not approved in advance. In significant cases, we expect you, in collaboration with the County Counsel, or designee, to develop a comprehensive strategy for the handling of the matter. We expect to be notified

immediately of any circumstances that lead you to believe that any such jointly developed strategy should be materially modified. In addition, we will expect you to review, and where appropriate, update this jointly-developed strategy with us at reasonable intervals.

Legal Research

To avoid duplication of effort and keep the cost of legal research to a minimum, we request that you discuss significant research projects with County Counsel prior to commencing the work. We do not believe it appropriate to pay legal fees for research on basic issues of law or government immunities, especially where outside counsel has been hired for a specific area of expertise.

Settlements

County Counsel needs to be consulted in advance of any settlement, who will obtain the necessary approval. You may not represent to opposing counsel or to the Court that you are settling any matter without such approval.

Media

Any media inquiry relating to any matter should be referred immediately to the County Counsel. Outside counsel are specifically requested not to make statements to the media on behalf of the County without prior approval of the County Counsel.

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT C

5.12.5.2 Pro Bono Policy

- (A) A contract for legal services with the County must include a written representation by the contracting firm that the firm will make a good faith effort to provide at least 12 hours of pro bono legal services, during each year of the contract, multiplied by the number of full time attorneys in the firm. The number of hours can be pro-rated on a calendar day basis for any contract period that is less than a full year.
- (B) For the purpose of this policy, pro bono legal service means:
 - (1) Provision of legal services without fee or expectation of fee:
 - (a) to low-income individuals, or
 - (b) to charitable, civic, community, governmental or educational organizations in matters that are designed primarily to address the needs of low-income individuals;
 - (2) Provision of legal services without a fee or with a substantially reduced fee to groups or organizations seeking to secure or protect civil rights, civil liberties or public rights; or
 - (3) Participation in activities without a fee to improve the law, the legal system or the legal profession.
- (C) Contracting firms are encouraged to provide pro bono legal services through the Pro Bono Project (which provides pro bono legal services to low-income individuals with civil disputes in the County of Santa Clara), or to individuals or organizations within the County of Santa Clara.
- (D) Each contracting firm must provide the County Counsel with a report on the firm's pro bono activities within 30 days of the end of each contract year, or contract term if less than a year, and again when submitting the firm's final invoice to the County. The report must include the number of full-time attorneys in the firm, the number of pro bono hours provided by the firm, and, if appropriate, the nature of the pro bono legal services provided.
- (E) If a contracting firm fails to make a demonstrated good faith effort to meet the requirements of this policy, such a failure constitutes a breach of the agreement and may also be considered by the County in determining whether to renew the firm's existing contract, or whether to award the firm any future contracts.
- (F) This policy is not applicable to contracts with a maximum amount payable of less than \$50,000 for each year of the contract.
- (G) This policy is not applicable to contracts with, or appointments made by, the judiciary for the purpose of providing legal representation to low or middle-income persons, in civil, criminal, or administrative matters.

- (H) These services cannot include the representation of a client, directly or indirectly, in any action or complaint filed in any forum against the County or its agents or employees. This restriction does not apply to administrative proceedings to obtain or maintain public benefits or services for clients.

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION**

The Legal Services Agreement ("Agreement") by and between the County of Santa Clara ("County") and Richards, Watson & Gershon, a Professional Corporation ("Contractor") effective June 1, 2017, is amended as set forth below, effective July 12, 2018.

1. Paragraph 1 of Section 3, regarding Compensation of Contractor, is hereby deleted and replaced with the following:

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$200,000. Contractor will notify County when 75% of the maximum compensation limit has been billed.

2. Section 5, regarding Term of Agreement, is hereby deleted and replaced with the following:

This Agreement shall commence on June 1, 2017 and shall continue in full force and effect through June 30, 2019, unless it is terminated by either or both parties as provided in this Agreement.

3. Section 12, regarding Conflict of Interest, is hereby deleted and replaced with the following:

In accepting this Agreement, Contractor covenants that Contractor presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with this Agreement and any Matter undertaken pursuant to this Agreement. Contractor further covenants that, in the performance of this Agreement, Contractor shall not employ any contractor or person having such an interest.

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this

Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to Contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement.

Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this section including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. Section 15, regarding Nondiscrimination, is hereby deleted in its entirety.
5. Section 24, regarding Wage Theft Prevention, is hereby deleted in its entirety.
6. Section 35, regarding Compliance with All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention, is hereby added and incorporated into this Agreement:

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

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(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

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(9) **Material Breach:** Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

Except as provided herein, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, the amendment shall control.

[illegible]

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION



JAMES R. WILLIAMS

County Counsel

Date: 7/23/18



GREG STEPANICH

Shareholder

Date: July 11, 2018

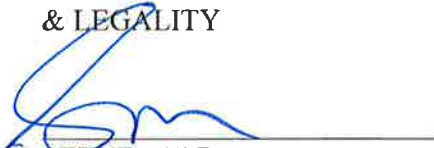
OFFICE OF THE COUNTY
EXECUTIVE



SYLVIA GALLEGOS

Deputy County Executive

APPROVED AS TO FORM
& LEGALITY

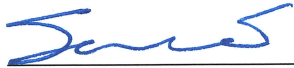


STEVE MITRA

Assistant County Counsel

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

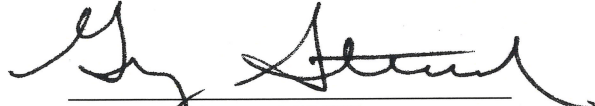


JAMES R. WILLIAMS

County Counsel

Date: 1/16/19

RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION

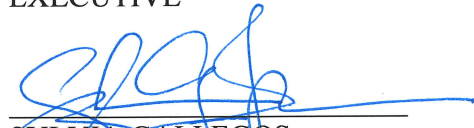


GREG STEPANICICH

Shareholder

Date: January 10, 2019

OFFICE OF THE COUNTY
EXECUTIVE



SYLVIA GALLEGOS

Deputy County Executive

APPROVED AS TO FORM
& LEGALITY



STEVE MITRA

Assistant County Counsel

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION**

The Legal Services Agreement (“Agreement”) by and between the County of Santa Clara (“County”) and Richards, Watson & Gershon, a Professional Corporation (“Contractor”) effective June 1, 2017, and amended effective July 12, 2018 and February 1, 2019, is amended as set forth below, effective September 1, 2019.

1. Section 1, regarding Retention of Contractor, is hereby deleted and replaced with the following:

1. Retention of Contractor.

County hereby retains Contractor as an independent contractor through the services of the following key persons: Greg Stepanicich, and such other partners, associate attorneys, and staff members employed by the firm as Contractor deems necessary and the County’s County Counsel (“County Counsel”), or designee, approves pursuant to Section 3 of this Agreement. Contractor will not replace any of the key persons named above without the prior, express approval of the County Counsel or designee.

Contractor is retained to provide legal services to County on an as-needed basis with respect to (1) the Stanford University 2018 General Use Permit application and related approvals, including compliance with the California Environmental Quality Act (“CEQA”), Pub. Res. Code, § 21000 *et seq.*, and (2) housing-related land use matters.

2. Paragraph 1 of Section 3, regarding Compensation of Contractor, is hereby deleted and replaced with the following:

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$300,000 (“Agreed Amount”). Contractor will notify County when the total amount billed and the estimated amount of work in progress total 75 percent of the Agreed Amount. The County shall not be responsible for any services or costs exceeding the Agreed Amount.

3. Section 4, regarding Payment and Record-keeping, is hereby deleted and replaced with the following:

4. Payment and Record-keeping.

Subject to Section 3 of this Agreement, payment of compensation for the services provided and reimbursement for related, actual, reasonable and necessary, out-of-pocket expenses incurred which are described herein will be made by County after submission of an itemized invoice by Contractor every 30 days. Contractor shall submit invoices via

email to ccocontracts@cco.sccgov.org or via U.S. mail to "Attention: CCO Contracts" at the address identified in the section of this Agreement captioned Notices. Unless Contractor elects to enroll in the County's Early Payment Discount Program, all invoices will have a Net 45-day payment term.

The County's Early Payment Discount Program options include:

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)

For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

All such invoices will have sufficient detail as may be required by the County's Controller, including, but not limited to:

- (a) The specific nature of each task performed as services under this Agreement;
- (b) The name of the partner, associate attorney, or staff member who performed each such task;
- (c) The number of hours worked by each such person for each such task;
- (d) The hourly rate for each such person performing each such task; and
- (e) The related, actual, reasonable and necessary, out-of-pocket expenses incurred, as provided for in Section 3 of this Agreement.

In addition to the requirements of this Section of this Agreement, each invoice will set forth a summary of hours worked by each partner, associate attorney and staff member for the applicable billing period and the product of such summary of hours worked by each person multiplied by each such person's billing rate, as set forth herein.

In preparing invoices, Contractor will segregate each task performed on a daily basis. Contractor will also prepare its invoices in an organized manner, facilitating an efficient review of the services performed and the expenses incurred to provide County with a clear and complete picture of how much time was devoted to specific tasks and projects, and the cost associated therewith. Contractor will not combine unrelated tasks as a single entry in lieu of setting forth the hours of work performed by a partner,

associate attorney, or staff member on each specific task. For each invoice, Contractor will provide supporting documentation for all out-of-pocket expenses.

Contractor will keep complete records of the services provided, as described in this Section of this Agreement, together with all related actual, reasonable and necessary, out-of-pocket expenses applicable to the work provided under this Agreement. The County's Controller, or duly authorized representatives, will be given reasonable access to all of these records for the purposes of an audit under this Agreement. In addition, Contractor will be subject to the examination and audit of such records by the State Auditor for a period of three (3) years after final payment under this Agreement.

4. Section 5, regarding Term of Agreement, is hereby deleted and replaced with the following:

5. Term of Agreement.

This Agreement shall commence on June 1, 2017 and shall continue in full force and effect through June 30, 2020, unless it is terminated by either or both parties as provided in this Agreement.

5. Section 6, regarding Termination, is hereby deleted and replaced with the following:

6. Termination.

County may terminate this Agreement at any time, either in whole or in part, by giving three (3) days written notice specifying the effective date and scope of such termination. Contractor may terminate this Agreement at any time, either in whole or in part, by giving ten (10) days written notice specifying the effective date and scope of such termination. However, if Contractor elects to terminate this Agreement, the County's rights under any pending matter arising from Contractor's services hereunder will not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California. Upon date of termination, all rights, powers, privileges and authority granted to Contractor under this Agreement will cease, and Contractor will have the duties provided in Section 8 below.

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

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6. Section 8, regarding Duties Upon Termination, is hereby deleted and replaced with the following:

8. Duties Upon Termination.

(a) If the Agreement terminates for any reason, or when the Agreement expires, Consultant shall cooperate with the County and any other consultant to ensure prompt and smooth transition of services regarding any Matter without interruption and adverse impact to the County.

(b) Within 10 days of the termination or expiration of the Agreement, Consultant shall return all materials to the County provided to Consultant and a copy of Consultant's entire file including—but not limited to—invoices, e-mails, documents, data, studies, maps, photographs, reports, animations, experiments, videos, testing data, research, records, notebooks, or other writings regarding the Matter for which the County retained Consultant. Consultant shall provide the Materials to the County in the format maintained by Consultant. Consultant shall, if requested by the County, securely destroy any copies, paper or electronic, of materials the County provided to Consultant.

7. Section 12, regarding Conflict of Interest, is hereby deleted and replaced with the following:

12. Conflict of Interest.

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, the California State Bar Rules of Professional Conduct, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement and any matter undertaken pursuant to this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to Contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement.

Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this section including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

8. Section 22, regarding Beverage Nutritional Criteria Policy, is hereby deleted and replaced with the following:

22. Food and Beverage Standards.

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total

weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

9. Section 28, regarding Notices, is hereby deleted and replaced with the following:

28. Notices.

Except as otherwise stated, any notice required or permitted by this Agreement will be in writing and delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of delivery; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, upon confirmation of delivery. The parties may deliver notice as follows:

TO COUNTY:
Office of the County Counsel
70 W. Hedding St., 9th Floor
San Jose, CA 95110
Attn.: County Counsel
Phone: (408) 299-5900
Facsimile: (408) 292-7240

TO CONTRACTOR:
Richards, Watson & Gershon
44 Montgomery Street, Ste 3800
San Francisco, CA 94104-4811
Attn.: Greg Stepanicich, Esq.
Phone: (415) 421-8484
Facsimile: (415) 421-8486

10. Section 36, regarding Confidentiality, is hereby added and incorporated into this Agreement as follows:

36. Confidentiality.

- (a) Except as provided in paragraph (b) below, all materials produced by County to Consultant in the course of Consultant's execution of the duties set forth in this Agreement, as well as any writings produced by Consultant pursuant to this Agreement, are privileged and strictly confidential.
- (b) During the performance of this Agreement, Consultant shall have access to documents, data, and results. Consultant agrees to treat all such information as confidential and will use all necessary care to maintain such information in

confidence and for use only for the purposes contemplated in this Agreement. Consultant shall not release any of the aforementioned information to any entity or party other than County Counsel, or discuss such information or this engagement with any party other than authorized staff of County Counsel without the express prior authorization of the County Counsel or designee, or as Consultant may be required by law to disclose. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Consultant shall immediately give notice to the County Counsel, as described in the section of this Agreement captioned Notices, in sufficient time to permit the County to seek a protective order or other similar order.

- (c) Except as provided in paragraph (b) above, Consultant shall maintain in the strictest of confidence all aspects of this engagement including, but not limited to, all materials reviewed, generated or received by Consultant or sent by Consultant to the County of Santa Clara. Consultant will refrain from speaking with anyone about this matter and shall treat all communications between the County and Consultant as privileged.
- (d) In the event of any inconsistency between this Section and the professional responsibility obligations of Consultant and its partners and attorneys, the greatest level of confidentiality requirements shall apply to Consultant.

11. Section 37, regarding County Data, is hereby added and incorporated into this Agreement as follows:

37. County Data.

- (a) "County Data" shall mean data and information received by Consultant from County. Consultant shall not acquire any ownership interest in County Data. As between Consultant and County, all County Data shall remain the property of the County. Consultant shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.
- (b) Consultant shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Consultant shall be responsible for ensuring compliance by its partners, attorneys and support staff with the information security program.
- (c) Consultant shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing


within 24 hours of any incident of unauthorized access to County Data, or any other breach in Consultant's security that materially affects County or end users. If the initial notification is by phone, Consultant shall provide a written notice within 5 days of the incident. Should legally protected County Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge County for any expenses associated with Consultant's compliance with these obligations.

- (d) In the event of any inconsistency between this Section and the professional responsibility obligations of Consultant and its partners and attorneys, the greatest level of protection for County Data shall apply.

Except as provided herein, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, the amendment shall control.


By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA



JAMES R. WILLIAMS
County Counsel
Date: 9/20/19

OFFICE OF THE COUNTY
EXECUTIVE



SYLVIA GALLEGOS
Deputy County Executive

APPROVED AS TO FORM
& LEGALITY



LISA M. HARRISON
Lead Deputy County Counsel

RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION

DocuSigned by:


27EA258E203F4A4
GREG STEPANICICH
Shareholder
Date: 9/11/2019

**LEGAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
SOHAGI LAW GROUP, PLC**

THIS LEGAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is by and between the County of Santa Clara (hereinafter referred to as "County") and the Sohagi Law Group, PLC (hereinafter referred to as "Consultant").

1. Retention of Consultant.

County hereby retains Consultant as an independent Consultant through the services of the following key persons: Margaret Sohagi, Al Herson, and Tom Jacobson, and such other partners, associate attorneys, and staff members employed by the firm as Consultant deems necessary and the County's County Counsel ("County Counsel"), or designee, approves pursuant to Section 3 of this Agreement. Consultant will not replace any of the key persons named above without the prior, express approval of the County Counsel or designee.

Consultant is retained to provide legal services to County on an as-needed basis with respect to the Stanford University 2018 General Use Permit application and related approvals, including compliance with the California Environmental Quality Act ("CEQA"), Pub. Res. Code, § 21000 *et seq.*

2. Performance by Consultant.

In the performance of this Agreement, Consultant will provide only those services which are necessary to carry out the work for County in an efficient and effective manner. Consultant will avoid unnecessary duplicate efforts on the part of Consultant and Consultant's partners, associate attorneys, and staff members. Intra-office conferences are acceptable where such conferences reduce the cost of compensation paid or reimbursement made for related, actual, reasonable and necessary, out-of-pocket expenses to Consultant.

Consultant will prepare and send status reports to the County Counsel on a reasonable schedule to be given by the County Counsel or designee.

Consultant will provide the following services at no additional charge to the County:

- (a) Staff briefings with County agencies and related duties required by the County in establishing and maintaining a comprehensive risk management program directed at minimizing claims liability exposure of the County; and
- (b) In-house training for the County's Office of the County Counsel and/or other County departments regarding areas of the Consultant's legal specialty.

3. Compensation of Consultant.

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$50,000. Consultant will notify County when 75% of the maximum compensation limit has been billed.

County will be obligated to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of the County, of those tasks which take place during the term of this Agreement. County will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to litigation for the County, including, but not limited to, work, services or functions performed by Consultant in: (1) seeking to obtain County's business or negotiating with County to enter into this Agreement; (2) providing County with documentation, explanations, or justifications concerning the adequacy or accuracy of its invoices for the performance of services under this Agreement and resolving the same to the reasonable satisfaction of County; or (3) providing audit letters to the County's auditors regarding any litigation handled by Consultant.

A. Fee Compensation:

County agrees to pay and Consultant agrees to accept as full compensation for performance of tasks under this Agreement the following sum per hour per person:

Principal	\$375.00/hour
Partner	\$350.00/hour
Of Counsel	\$325.00/hour
Associate	\$250.00/hour
Senior Supervising Paralegal	\$175.00/hour
Paralegal	\$150.00/hour

Upon the prior approval of the County Counsel or designee, Consultant may provide additional partners, associate attorneys or paralegals employed by its firm to perform services under this Agreement, provided such additional persons are compensated by the County for performance of tasks under this Agreement at a rate agreed to by the County Counsel, not to exceed each such person's customary billing rate per hour.

B. Expenses:

Consultant will be reimbursed at cost for actual, reasonable, and necessary out-of-pocket expenses, as follows: filing fees, printing and photographic reproduction expenses, court reporter's fees, and all other directly-related expenses, excluding telephone charges, prorated computer research charges, facsimile charges, and postage charges. Consultant will also not be reimbursed for secretarial, clerical, word processing or typist services (including overtime hours worked), or normal office operating expenses.

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C. Travel:

Travel time and travel expenses outside the San Francisco Bay Area will only be reimbursed if in compliance with this Section 3C and if Consultant obtains the prior approval of County Counsel.

Travel Time: Consultant will not be reimbursed for travel time to or from Santa Clara County. Consultant will be reimbursed up to a maximum of .50 hours per day for travel time within the Santa Clara County boundaries. All allowed travel time is to be billed at one-half of the Consultant's partners, associate attorneys, or anyone else's regular hourly rate.

Travel Expenses: Consultant will be reimbursed for actual and reasonable parking costs. Consultant will be reimbursed for mileage or other reasonable transportation costs outside of the San Francisco Bay Area. Consultant will not be reimbursed for mileage for any travel within the San Francisco Bay Area. In no event will the amount paid to Consultant for travel expenses exceed the amount determined by County Counsel to be reasonable in accordance with the County's travel policy.

4. Payment and Record-keeping.

Subject to Section 3 of this Agreement, payment of compensation for the services provided and reimbursement for related, actual, reasonable and necessary, out-of-pocket expenses incurred which are described herein will be made by County after submission of an itemized invoice by Consultant every 30 days. Unless Consultant elects to enroll in the County's Early Payment Discount Program, all invoices will have a Net 45-day payment term.

All such invoices will have sufficient detail as may be required by the County's Controller, including, but not limited to:

- (a) The specific nature of each task performed as services under this Agreement;
- (b) The name of the partner, associate attorney, or staff member who performed each such task;
- (c) The number of hours worked by each such person for each such task;
- (d) The hourly rate for each such person performing each such task; and
- (e) The related, actual, reasonable and necessary, out-of-pocket expenses incurred, as provided for in Section 3 of this Agreement.

In addition to the requirements of this section of this Agreement, each invoice will set forth a summary of hours worked by each partner, associate attorney and staff member for the applicable billing period and the product of such summary of hours worked by each person multiplied by each such person's billing rate, as set forth herein.

In preparing invoices, Consultant will segregate each task performed on a daily basis. Consultant will also prepare its invoices in an organized manner, facilitating an efficient review of the services performed and the expenses incurred to provide County with a clear and complete picture of how much time was devoted to specific tasks and projects, and the cost associated therewith. Consultant will not combine unrelated tasks as a single entry in lieu of setting forth the hours of work performed by a partner, associate attorney, or staff member on each specific task. For each invoice, Consultant will provide supporting documentation for all out-of-pocket expenses.

Consultant will keep complete records of the services provided, as described in this section of this Agreement, together with all related actual, reasonable and necessary, out-of-pocket expenses applicable to the work provided under this Agreement. The County's Controller, or duly authorized representatives, will be given reasonable access to all of these records for the purposes of an audit under this Agreement. In addition, Consultant will be subject to the examination and audit of such records by the State Auditor for a period of three (3) years after final payment under this Agreement.

5. Term of Agreement.

This Agreement shall commence on November 15, 2017 and continue in full force and effect through December 31, 2018, unless it is terminated by either or both parties as provided in this Agreement.

6. Termination.

County may terminate this Agreement at any time, either in whole or in part, by giving three (3) days written notice specifying the effective date and scope of such termination. Consultant may terminate this Agreement at any time, either in whole or in part, by giving thirty (10) days written notice specifying the effective date and scope of such termination. However, if Consultant elects to terminate this Agreement, the County's rights under any pending matter arising from Consultant's services hereunder will not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California. Upon date of termination, all rights, powers, privileges and authority granted to Consultant under this Agreement will cease, and Consultant will have the duties provided in Section 8 below.

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

7. Termination For Cause.

County will have the right to terminate this Agreement after written notice to Consultant and after the expiration of any cure period provided for below, upon the occurrence of any of the following events of default:

- (a) Failure of Consultant to perform any covenant or obligation set forth in this Agreement or any other agreement with County;
- (b) An attempt by Consultant to assign, delegate or subcontract without County's consent as provided herein;
- (c) Failure by Consultant to maintain insurance as required under this Agreement;
- (d) Filing by or against Consultant of any petition for bankruptcy, any assignment by Consultant for the benefit of creditors, the levy of a writ of attachment or execution against Consultant's property or the appointment of a receiver for Consultant or Consultant's property; or
- (e) Unauthorized or excessive billing by Consultant.

Except as otherwise provided in this Agreement, Consultant will not be in default hereunder unless Consultant fails to correct such default within a period of ten (10) days after written notice given by County to Consultant identifying the default. Notwithstanding the foregoing, if a default cannot be cured within such ten day period, Consultant will not be in default hereunder if and for so long as Consultant shall, diligently and in good faith, have commenced to remedy the default within such ten day period, shall prosecute to completion with diligence and continuity the remedying of default, and shall remedy such default within a reasonable time to County's satisfaction. In the case of a notice of default to Consultant, no new work will be undertaken by Consultant after the date of receipt of the notice, without the express consent of the County.

8. Duties Upon Termination.

Upon termination of the Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (hereinafter collectively referred to as "materials") prepared by Consultant under this Agreement will become the property of the County and will be promptly delivered to the County. Upon receipt of such materials, Consultant will be paid for services performed and reimbursable expenses incurred to the date of termination. In the event this Agreement is terminated prior to the dismissal of a claim handled by Consultant on behalf of the County, Consultant will do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of the County.

9. County Responsibilities.

County will comply with all reasonable requests of the Consultant in connection with the preparation and presentation of the defense of claims against the County. County will reimburse Consultant or directly pay the actual, reasonable costs of investigation, photography, accident reconstruction, and other non-legal services necessary in any such defense, but only with the prior approval of the County Counsel or designee.

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10. Non-Exclusive Remedies.

The County's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies provided to the County by law, in equity, or under the provisions of this Agreement.

11. No Special Damages.

In no event will County be liable to Consultant for any indirect, special or consequential damages or lost profits arising out of or relating to this Agreement or the performance or breach thereof.

12. Conflict of Interest.

Consultant promises, covenants, and warrants that the performance of its services and representation to County under this Agreement will not result in a conflict of interest as that term is used in the Rules of Professional Conduct of the State Bar of California. In the event of a conflict of interest or potential conflict, Consultant must disclose such conflict to the County Counsel and shall request the County's Board of Supervisors waive such conflict on a case-by-case basis.

13. Relationship of Parties; Independent Consultant.

Consultant will perform all work and services described herein as an independent Consultant and not as an officer, agent, servant or employee of the County. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed as to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as explicitly provided herein. Consultant will be solely responsible for the acts and omissions of its officers, agents, employees, Consultants, and subConsultants, if any. No person performing the work or services described herein will be considered an officer, agent, servant or employee of the County, nor will any such person be entitled to any benefits available or granted to employees of the County.

14. Assignment; Subcontracting.

The services to be performed by Consultant are personal in character. Accordingly, Consultant is prohibited from: (1) assigning or subcontracting this Agreement; or (2) delegating any duties or obligations hereunder in any manner whatsoever, either voluntarily or by operation of law, unless County first approves in writing such assignment, subcontract or delegation by written instrument executed and approved in the same manner as this Agreement. County may give or withhold such approval in its sole and absolute discretion. Any purported assignment or

subcontract by Consultant in violation of these restrictions will confer no rights on any other party and will, at County's sole option, be void.

15. Nondiscrimination.

Consultant shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Consultant discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Governing Law; Venue.

This Agreement will be construed and enforced in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.

17. Integrated Agreement.

This instrument, including the exhibits attached hereto, which are made a part of this Agreement, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend this Agreement will constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever, including prior drafts hereof and changes therefrom, may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18. Amendment.

Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by both parties hereto or except as otherwise expressly provided herein.

19. Non-Waiver of Rights.

No failure by County to insist upon the strict performance of any obligation of Consultant under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, without regard to the length of time for which such failure continues, and no acceptance of any

monies, will constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition of this Agreement. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder will not relieve Consultant of any obligation to secure the consent of County in any other or future instance under the terms of this Agreement.

20. Contracting Principles Provisions.

Consultant agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Consultant be a fiscally responsible entity and treat its employees fairly. Consultant is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Consultant, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

21. County No-Smoking Policy.

Consultant and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County owned and operated health facilities, (2) within 30 feet surrounding County owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

22. Beverage Nutritional Criteria Policy.

Consultant shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, nonfat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially sweetened, calorie reduced beverages that do not exceed 50 calories per 12 ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

23. Assignment of Clayton Act, Cartwright Act Claims.

Consultant hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act

(Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Consultant for sale to the County pursuant to this Agreement.

24. Wage Theft Prevention.

(1) Compliance with Wage and Hour Laws: Consultant, and any subConsultant it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Consultant and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONSULTANT OR ITS SUBCONSULTANT(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Consultant or any subConsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed, Consultant must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Consultant and its subConsultants shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Consultant to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Consultant or any subConsultant it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the

County reserves the right to withhold payment to Consultant until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this section shall be addressed to:

Office of the County Executive—OCCM
70 West Hedding Street
East Wing, 11th Floor
San José, CA 95110

The Notice provisions of this section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this section.

25. Protocol.

The protocol to be followed by Consultant in providing services under this Agreement is set forth in Exhibit A, attached hereto and incorporated herein by this reference.

26. Indemnification and Insurance.

The indemnification and insurance requirements for Consultant are set forth in Exhibit B-3, attached hereto and incorporated herein by this reference.

27. Pro Bono Legal Services Requirement.

Consultant certifies that Consultant will make a good faith effort to provide at least 12 hours of pro bono legal services during each year of the Agreement multiplied by the number of full time attorneys in the firm in conformance with Policy No. 5.12.5.2 of the County Board of Supervisors and comply with all additional terms of the Policy as set forth in Exhibit C, attached hereto and incorporated herein by this reference. The number of hours shall be prorated on a calendar day basis for any contract period that is less than a full year.

28. Interpretation.

The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters contained herein. This Agreement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Provisions in

this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words will not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

29. Notices.

All notices required by this Agreement will be in writing and will be deemed to have been duly given only if delivered personally or deposited in the United States mail, postage prepaid, return receipt required, addressed to the other party at the address or addresses set forth below or at such other address as the party may designate in writing in accordance with this section.

TO COUNTY:
Office of the County Counsel
70 W. Hedding St., 9th Floor
San Jose, CA 95110
Attn.: County Counsel

TO CONSULTANT:
Sohagi Law Group, PLC
11999 San Vicente Blvd, Ste 150
Los Angeles, CA 90049
Attn.: Margaret Sohagi, Esq.

30. Severability.

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. However, notwithstanding anything to the contrary herein, if the County determines a finding of illegality adversely affects the basic consideration hereunder, County may, at its option, terminate this Agreement.

31. Successors and Assigns.

Subject to the provisions of this Agreement restricting Consultant's right to assign and subcontract, the terms, covenants and conditions contained in this Agreement will bind and inure to the benefit of County and Consultant and, except as otherwise provided herein, their personal representatives, successors and assigns.

32. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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33. Survival.

Termination, expiration or cancellation of this Agreement will not affect any provision of this Agreement which expressly states it shall survive termination, expiration or cancellation hereof.


34. Contract Execution.


Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

SOHAGI LAW GROUP, PLC

COUNTY OF SANTA CLARA


MARGARET SOHAGI
Title: Partner
Date: 11-13-17


JAMES R. WILLIAMS
County Counsel
Date: 12/5/17

OFFICE OF THE COUNTY EXECUTIVE


SYLVIA GALLEGOS
Deputy County Executive
11-29-2017

APPROVED AS TO FORM
& LEGALITY


ELIZABETH G. PIANCA
Lead Deputy County Counsel
11/27/2017

**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)



**Orry P. Korb
COUNTY COUNSEL**

**Winifred Botha
Danny Y. Chou
Robert M. Coelho
Steve Mitra
ASSISTANT COUNTY COUNSEL**

EXHIBIT A

COUNTY OF SANTA CLARA

PROTOCOL FOR OUTSIDE COUNSEL

The County of Santa Clara expects our outside counsel to display the highest degree of professionalism and ethical conduct and to provide the County and its departments with high quality, cost effective legal representation.

Communication

All matters referred to you must be handled in collaboration with the County's Office of the County Counsel. Communication is crucial. The County and its involved employees must be fully informed at all times. We expect outside counsel to reply promptly and completely to all our inquiries and requests.

Conflict of Interest

We expect counsel to be free of conflicts of loyalty or interest. Please check immediately for any such actual or potential conflicts arising from your representation of the County and advise us immediately of any conflict or potential conflict. Also, we expect our counsel to advise us if they are on any Boards or organizations that may consider filing litigation against the County.

Staffing

We expect to be consulted in determining which individuals will work on a matter for us. The County will not pay for learning time that may result from any staffing changes, as we do not believe that it is appropriate to pay for the training of personnel. Also, in order to avoid duplication of effort and to minimize legal fees, we expect strict limits on the number of attorneys and paralegals attending meetings, depositions, or court proceedings. In most instances, only one attorney should be present at any such meeting or proceeding. In addition, intra-office conferences and meetings should be kept to a minimum.

Strategy

We do not expect to pay for projects within matters that we have not approved in advance. In significant cases, we expect you, in collaboration with the County Counsel, or designee, to develop a comprehensive strategy for the handling of the matter. We expect to be notified

immediately of any circumstances that lead you to believe that any such jointly developed strategy should be materially modified. In addition, we will expect you to review, and where appropriate, update this jointly-developed strategy with us at reasonable intervals.

Legal Research

To avoid duplication of effort and keep the cost of legal research to a minimum, we request that you discuss significant research projects with County Counsel prior to commencing the work. We do not believe it appropriate to pay legal fees for research on basic issues of law or government immunities, especially where outside counsel has been hired for a specific area of expertise.

Settlements

County Counsel needs to be consulted in advance of any settlement, who will obtain the necessary approval. You may not represent to opposing counsel or to the Court that you are settling any matter without such approval.

Media

Any media inquiry relating to any matter should be referred immediately to the County Counsel. Outside counsel are specifically requested not to make statements to the media on behalf of the County without prior approval of the County Counsel.

EXHIBIT B-3 (revised indemnity)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

A. Indemnification – Professional Malpractice.

The Contractor shall defend, indemnify and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, professional malpractice (i.e., any negligent acts, errors or omissions, or willful misconduct in rendering professional services) in providing services pursuant to this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. The Contractor shall also reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to defend, indemnify, and/or hold harmless the County under this Agreement and does not prevail in that contest.

B. Indemnification – Personal Injury or Death, Property Damage, or any other Act or Omission Unrelated to Professional Malpractice.

With respect to any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors that is unrelated to professional malpractice, the Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

EXHIBIT B-3 (revised indemnity)

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

EXHIBIT B-3 (revised indemnity)

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

EXHIBIT B-3 (revised indemnity)

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

EXHIBIT C

5.12.5.2 Pro Bono Policy

- (A) A contract for legal services with the County must include a written representation by the contracting firm that the firm will make a good faith effort to provide at least 12 hours of pro bono legal services, during each year of the contract, multiplied by the number of full time attorneys in the firm. The number of hours can be pro-rated on a calendar day basis for any contract period that is less than a full year.
- (B) For the purpose of this policy, pro bono legal service means:
 - (1) Provision of legal services without fee or expectation of fee:
 - (a) to low-income individuals, or
 - (b) to charitable, civic, community, governmental or educational organizations in matters that are designed primarily to address the needs of low-income individuals;
 - (2) Provision of legal services without a fee or with a substantially reduced fee to groups or organizations seeking to secure or protect civil rights, civil liberties or public rights; or
 - (3) Participation in activities without a fee to improve the law, the legal system or the legal profession.
- (C) Contracting firms are encouraged to provide pro bono legal services through the Pro Bono Project (which provides pro bono legal services to low-income individuals with civil disputes in the County of Santa Clara), or to individuals or organizations within the County of Santa Clara.
- (D) Each contracting firm must provide the County Counsel with a report on the firm's pro bono activities within 30 days of the end of each contract year, or contract term if less than a year, and again when submitting the firm's final invoice to the County. The report must include the number of full-time attorneys in the firm, the number of pro bono hours provided by the firm, and, if appropriate, the nature of the pro bono legal services provided.
- (E) If a contracting firm fails to make a demonstrated good faith effort to meet the requirements of this policy, such a failure constitutes a breach of the agreement and may also be considered by the County in determining whether to renew the firm's existing contract, or whether to award the firm any future contracts.
- (F) This policy is not applicable to contracts with a maximum amount payable of less than \$50,000 for each year of the contract.
- (G) This policy is not applicable to contracts with, or appointments made by, the judiciary for the purpose of providing legal representation to low or middle-income persons, in civil, criminal, or administrative matters.

- (H) These services cannot include the representation of a client, directly or indirectly, in any action or complaint filed in any forum against the County or its agents or employees. This restriction does not apply to administrative proceedings to obtain or maintain public benefits or services for clients.

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
SOHAGI LAW GROUP, PLC**

The Legal Services Agreement ("Agreement") by and between the County of Santa Clara ("County") and The Sohagi Law Group, PLC ("Consultant") effective November 15, 2017, is amended as set forth below, effective November 1, 2018.

1. Paragraphs 1 and 2 of Section 3, regarding Compensation of Consultant, are hereby deleted and replaced with the following:

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$100,000. Consultant will notify County when 75% of the maximum compensation limit has been billed.

County will be obligated to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of the County, of those tasks that take place during the term of this Agreement. County will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant that do not arise directly from the performance of tasks relating to the provision of legal services to the County, including, but not limited to, work, services or functions performed by Consultant in: (1) seeking to obtain County's business or negotiating with County to enter into this Agreement; (2) providing County with documentation, explanations, or justifications concerning the adequacy or accuracy of its invoices for the performance of services under this Agreement and resolving the same to the reasonable satisfaction of County, or (3) providing audit letters to the County's auditors regarding any litigation handled by Consultant.

2. Section 5, regarding Term of Agreement, is hereby deleted and replaced with the following:

This Agreement shall commence on November 15, 2017 and continue in full force and effect through June 30, 2019, unless it is terminated by either or both parties as provided in this Agreement.

3. Section 12, regarding Conflict of Interest, is hereby deleted and replaced with the following:

In accepting this Agreement, Consultant covenants that Consultant presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any

manner or degree with this Agreement and any Matter undertaken pursuant to this Agreement. Consultant further covenants that, in the performance of this Agreement, Consultant shall not employ any contractor or person having such an interest.

Consultant shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Consultant, including but not limited to Consultant's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Consultant's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Consultant's service to the County under this Agreement.

Consultant shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Consultant shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this section including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. Section 15, regarding Nondiscrimination, is hereby deleted in its entirety.
5. Section 24, regarding Wage Theft Prevention, is hereby deleted in its entirety.
6. Section 35, regarding Compliance with All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention, is hereby added and incorporated into this Agreement:

(1) Compliance with All Laws. Consultant shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Consultant shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Consultant shall not discriminate against any subcontractor, employee, or applicant for

employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Consultant discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Consultant shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Consultant: By signing this Agreement, Consultant affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government

agency, arbiter, or arbitration panel and (B) found that Consultant violated an applicable wage and hour law or pay equity law. Consultant further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Consultant receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Consultant shall promptly satisfy and comply with any such Final Judgment. Consultant shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Consultant shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Consultant's records, Consultant shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Consultant shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Consultant's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Consultant shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Consultant for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this

(9) **Material Breach:** Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (10) Subcontractors: Consultant shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

[illegible]

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

THE SOHAGI LAW GROUP, PLC



JAMES R. WILLIAMS

County Counsel

Date: 11/9/18



MARGARET SOHAGI

Partner

Date: October 25, 2018

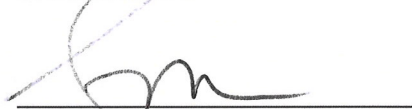
OFFICE OF THE COUNTY EXECUTIVE



SYLVIA GALLEGOS

Deputy County Executive

APPROVED AS TO FORM
& LEGALITY



STEVE MITRA

Assistant County Counsel

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
SOHAGI LAW GROUP, PLC**

The Legal Services Agreement (“Agreement”) by and between the County of Santa Clara (“County”) and the Sohagi Law Group, PLC (“Consultant”) effective November 15, 2017, and amended effective November 1, 2018, is amended as set forth below, effective December 17, 2018.

1. Section 1, regarding Retention of Consultant, is hereby deleted and replaced with the following:

County hereby retains Consultant as an independent Consultant through the services of the following key persons: Margaret Sohagi, Al Herson, and Tom Jacobson, and such other partners, associate attorneys, and staff members employed by the firm as Consultant deems necessary and the County’s County Counsel (“County Counsel”), or designee, approves pursuant to Section 3 of this Agreement. Consultant will not replace any of the key persons named above without the prior, express approval of the County Counsel or designee.

Consultant is retained to provide legal services to County on an as-needed basis with respect to (1) the Stanford University 2018 General Use Permit application and related approvals, including compliance with the California Environmental Quality Act (“CEQA”), Pub. Res. Code, § 21000 *et seq.* and (2) the Religious Land Use and Institutionalized Persons Act (“RLUIPA”) and related matters, including, but not limited to, the County’s zoning and land use practices pursuant to RLUIPA. Consultant shall perform services at the behest and direction of only the County Counsel, or designee.

2. Paragraphs 1 and 2 of Section 3, regarding Compensation of Consultant, are hereby deleted and replaced with the following:

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$150,000. Consultant will notify County when 75% of the maximum compensation limit has been billed.

County will be obligated to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of the County, of those tasks that take

2. Section 5, regarding Term of Agreement, is hereby deleted and replaced with the following:

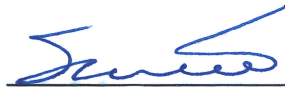
Except as provided herein, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, the amendment shall control.

[illegible]

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

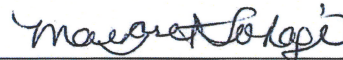
THE SOHAGI LAW GROUP, PLC



JAMES R. WILLIAMS

County Counsel

Date: 12/28/18



MARGARET SOHAGI

Partner

Date: 12/6/18

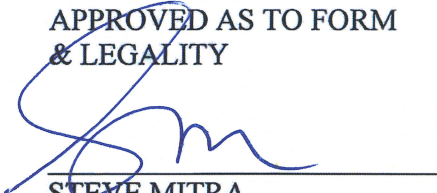
OFFICE OF THE COUNTY EXECUTIVE



SYLVIA GALLEGOS

Deputy County Executive

APPROVED AS TO FORM
& LEGALITY



STEVE MITRA

Assistant County Counsel

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
SOHAGI LAW GROUP, PLC**

The Legal Services Agreement ("Agreement") by and between the County of Santa Clara ("County") and the Sohagi Law Group, PLC ("Consultant") effective November 15, 2017, and amended effective November 1, 2018 and December 17, 2018, is amended as set forth below, effective September 1, 2019.

1. Section 3, regarding Compensation of Consultant, is hereby deleted and replaced with the following:

3. Compensation of Consultant.

Total compensation for the services and reimbursable expenses pursuant to this Agreement will not exceed \$250,000 ("Agreed Amount"). Consultant will notify County when the total amount billed and the estimated amount of work in progress total 75 percent of the Agreed Amount. The County shall not be responsible for any services or costs exceeding the Agreed Amount.

County will be obligated to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of the County, of those tasks that take place during the term of this Agreement. County will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant that do not arise directly from the performance of tasks relating to the provision of legal services to the County, including, but not limited to, work, services or functions performed by Consultant in: (1) seeking to obtain County's business or negotiating with County to enter into this Agreement; (2) providing County with documentation, explanations, or justifications concerning the adequacy or accuracy of its invoices for the performance of services under this Agreement and resolving the same to the reasonable satisfaction of County, or (3) providing audit letters to the County's auditors regarding any litigation handled by Consultant.

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A. Fee Compensation:

County agrees to pay and Consultant agrees to accept as full compensation for performance of tasks under this Agreement the following sum per hour per person:

Margaret M. Sohagi	\$375.00/hour
R. Tyson Sohagi	\$375.00/hour
Nicole Hoeksma Gordon	\$375.00/hour
Al I. Herson	\$325.00/hour
Anne C.H. Lynch	\$325.00/hour
Mark J.G. Desrosiers	\$250.00/hour
Milja M. Miric	\$250.00/hour
Tony Kay	\$175.00/hour
Paige Samblanet (Law Clerk)	\$175.00/hour
Cheron J. McAleece	\$150.00/hour
Principal	\$375.00/hour
Partner	\$350.00/hour
Of Counsel	\$325.00/hour
Associate	\$250.00/hour
Senior Supervising Paralegal	\$175.00/hour
Paralegal	\$150.00/hour

Upon the prior approval of the County Counsel or designee, Consultant may provide additional partners, associate attorneys or paralegals employed by its firm to perform services under this Agreement, provided such additional persons are compensated by the County for performance of tasks under this Agreement at a rate agreed to by the County Counsel, not to exceed each such person's customary billing rate per hour.

B. Expenses:

Consultant will be reimbursed at cost for actual, reasonable, and necessary out-of-pocket expenses, as follows: filing fees, printing and photographic reproduction expenses, court reporter's fees, and all other directly-related expenses, excluding telephone charges, prorated computer research charges, facsimile charges, and postage charges. Consultant will also not be reimbursed for secretarial, clerical, word processing or typist services (including overtime hours worked), or normal office operating expenses.

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C. Travel:

Travel time and travel expenses outside the San Francisco Bay Area will only be reimbursed if in compliance with this Section 3C and if Consultant obtains the prior approval of County Counsel.

Travel Time: Consultant will not be reimbursed for travel time to or from Santa Clara County. Consultant will be reimbursed up to a maximum of .50 hours per day for travel time within the Santa Clara County boundaries. All allowed travel time is to be billed at one-half of the Consultant's partners, associate attorneys, or anyone else's regular hourly rate.

Travel Expenses: Consultant will be reimbursed for actual and reasonable parking costs. Consultant will be reimbursed for mileage or other reasonable transportation costs outside of the San Francisco Bay Area. Consultant will not be reimbursed for mileage for any travel within the San Francisco Bay Area. In no event will the amount paid to Consultant for travel expenses exceed the amount determined by County Counsel to be reasonable in accordance with the County's travel policy. Travel-reimbursement requests must be accompanied by detailed receipts.

2. Section 4, regarding Payment and Record-keeping, is hereby deleted and replaced with the following:

4. Payment and Record-keeping.

Subject to Section 3 of this Agreement, payment of compensation for the services provided and reimbursement for related, actual, reasonable and necessary, out-of-pocket expenses incurred which are described herein will be made by County after submission of an itemized invoice by Consultant every 30 days. Consultant shall submit invoices via email to ccocontracts@cco.sccgov.org or via U.S. mail to "Attention: CCO Contracts" at the address identified in the section of this Agreement captioned Notices. Unless Consultant elects to enroll in the County's Early Payment Discount Program, all invoices will have a Net 45-day payment term.

The County's Early Payment Discount Program options include:

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)

For example, if Consultant selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

All such invoices will have sufficient detail as may be required by the County's Controller, including, but not limited to:

- (a) The specific nature of each task performed as services under this Agreement;
- (b) The name of the partner, associate attorney, or staff member who performed each such task;
- (c) The number of hours worked by each such person for each such task;
- (d) The hourly rate for each such person performing each such task; and
- (e) The related, actual, reasonable and necessary, out-of-pocket expenses incurred, as provided for in Section 3 of this Agreement.

In addition to the requirements of this Section of this Agreement, each invoice will set forth a summary of hours worked by each partner, associate attorney and staff member for the applicable billing period and the product of such summary of hours worked by each person multiplied by each such person's billing rate, as set forth herein.

In preparing invoices, Consultant will segregate each task performed on a daily basis. Consultant will also prepare its invoices in an organized manner, facilitating an efficient review of the services performed and the expenses incurred to provide County with a clear and complete picture of how much time was devoted to specific tasks and projects, and the cost associated therewith. Consultant will not combine unrelated tasks as a single entry in lieu of setting forth the hours of work performed by a partner, associate attorney, or staff member on each specific task. For each invoice, Consultant will provide supporting documentation for all out-of-pocket expenses.

Consultant will keep complete records of the services provided, as described in this Section of this Agreement, together with all related actual, reasonable and necessary, out-of-pocket expenses applicable to the work provided under this Agreement. The County's Controller, or duly authorized representatives, will be given reasonable access to all of these records for the purposes of an audit under this Agreement. In addition, Consultant will be subject to the examination and audit of such records by the State Auditor for a period of three (3) years after final payment under this Agreement.

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3. Section 5, regarding Term of Agreement, is hereby deleted and replaced with the following:

5. Term of Agreement.

This Agreement shall commence on November 15, 2017 and continue in full force and effect through June 30, 2020, unless it is terminated by either or both parties as provided in this Agreement.

4. Section 8, regarding Duties Upon Termination, is hereby deleted and replaced with the following:

8. Duties Upon Termination or Expiration

(a) If the Agreement terminates for any reason, or when the Agreement expires, Consultant shall cooperate with the County and any other consultant to ensure prompt and smooth transition of services regarding any Matter without interruption and adverse impact to the County.

(b) Within 10 days of the termination or expiration of the Agreement, Consultant shall return all materials to the County provided to Consultant and a copy of Consultant's entire file including—but not limited to—invoices, e-mails, documents, data, studies, maps, photographs, reports, animations, experiments, videos, testing data, research, records, notebooks, or other writings regarding the Matter for which the County retained Consultant. Consultant shall provide the Materials to the County in the format maintained by Consultant. The Consultant shall, if requested by the County, securely destroy any copies, paper or electronic, of materials the County provided to Consultant.

5. Section 12, regarding Conflict of Interest, is hereby deleted and replaced with the following:

12. Conflict of Interest.

Consultant shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, the California State Bar Rules of Professional Conduct, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement and any

matter undertaken pursuant to this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Consultant, including but not limited to Consultant's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Consultant's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Consultant's service to the County under this Agreement.

Consultant shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Consultant shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this section including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

6. Section 22, regarding Beverage Nutritional Criteria Policy, is hereby deleted and replaced with the following:

22. Food and Beverage Standards.

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Consultant with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of

trans fat per serving. Whenever possible, Consultant shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Consultant should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

7. Section 29, regarding Notices, is hereby deleted and replaced with the following:

29. Notices.

Except as otherwise stated, any notice required or permitted by this Agreement will be in writing and delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of delivery; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, upon confirmation of delivery. The parties may deliver notice as follows:

TO COUNTY:
Office of the County Counsel
70 W. Hedding St., 9th Floor
San Jose, CA 95110
Attn.: County Counsel
Phone: (408) 299-5900
Fax: (408) 292-7240

TO CONSULTANT:
Sohagi Law Group, PLC
11999 San Vicente Blvd., Ste. 150
Los Angeles, CA 90049
Attn.: Margaret Sohagi, Esq.
Phone: (310) 475-5700
Fax: (310) 475-5707

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8. Section 36, regarding Confidentiality, is hereby added and incorporated into this Agreement as follows:

36. Confidentiality.

- (a) Except as provided in paragraph (b) below, all materials produced by County to Consultant in the course of Consultant's execution of the duties set forth in this Agreement, as well as any writings produced by Consultant pursuant to this Agreement, are privileged and strictly confidential.
- (b) During the performance of this Agreement, Consultant shall have access to documents, data, and results. Consultant agrees to treat all such information as confidential and will use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement. Consultant shall not release any of the aforementioned information to any entity or party other than County Counsel, or discuss such information or this engagement with any party other than authorized staff of County Counsel without the express prior authorization of the County Counsel or designee, or as Consultant may be required by law to disclose. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Consultant shall immediately give notice to the County Counsel, as described in the section of this Agreement captioned Notices, in sufficient time to permit the County to seek a protective order or other similar order.
- (c) Except as provided in paragraph (b) above, Consultant shall maintain in the strictest of confidence all aspects of this engagement including, but not limited to, all materials reviewed, generated or received by Consultant or sent by Consultant to the County of Santa Clara. Consultant will refrain from speaking with anyone about this matter and shall treat all communications between the County and Consultant as privileged.
- (d) In the event of any inconsistency between this Section and the professional responsibility obligations of Consultant and its partners and attorneys, the greatest level of confidentiality requirements shall apply to Consultant.

9. Section 37, regarding County Data, is hereby added and incorporated into this Agreement as follows:

37. County Data.

- (a) "County Data" shall mean data and information received by Consultant from County. Consultant shall not acquire any ownership interest in County Data. As between Consultant and County, all County Data shall remain the property of the County. Consultant shall not, without County's written permission, use or

disclose County Data other than in the performance of its obligations under this Agreement.

- (b) Consultant shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Consultant shall be responsible for ensuring compliance by its partners, attorneys and support staff with the information security program.
- (c) Consultant shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Consultant's security that materially affects County or end users. If the initial notification is by phone, Consultant shall provide a written notice within 5 days of the incident. Should legally protected County Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge County for any expenses associated with Consultant's compliance with these obligations.
- (d) In the event of any inconsistency between this Section and the professional responsibility obligations of Consultant and its partners and attorneys, the greatest level of protection for County Data shall apply.

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Except as provided herein, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, the amendment shall control.

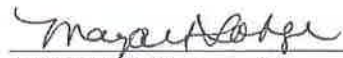
By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

SOHAGI LAW GROUP, PLC



JAMES R. WILLIAMS
County Counsel
Date: 10/18/19



MARGARET SOHAGI
Partner
Date:

OFFICE OF THE COUNTY EXECUTIVE



SYLVIA GALLEGOS
Deputy County Executive

APPROVED AS TO FORM & LEGALITY



LISA M. HARRISON
Lead Deputy County Counsel