

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

204



**SUBMITTAL DATE:**  
December 1, 2009

**FROM:** Economic Development Agency

**SUBJECT:** Personal Service Agreement for Legal Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute a Personal Service Agreement with Asaro, Keagy, Freeland & McKinley, not-to-exceed \$200,000 commencing December 1, 2009, and ending November 30, 2012 for legal services associated with the Public Safety Enterprise Communication Project, Timoteo site; and
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction.

**BACKGROUND:** (Commences on Page 2)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$75,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> PSEC Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *[Signature]* 2/22/10  
 SUSANA C. J. BOCA NEGRA  
 FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 2/11/10  
 GLENN R. BELOIAN  
 DATE  
 RCIT  
 Matthew Flynn, CIO  
 Departmental Concurrence

Policy  Policy   
 Consent  Consent   
 Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.33

**BACKGROUND:**

The Timoteo Site is a new microwave and radio location offering improved coverage, better reliability and good life cycle costs in an area where topography restricts coverage and isolation adds to emergency response times. It is one of a half dozen raw land sites from the 74 sites being modernized or developed by Public Safety Enterprise Communication Project (PSEC). The PSEC team had great difficulty in finding a site which would cover the Badlands area and northern and northeastern Moreno Valley. The Timoteo site is located north of the 60 Freeway and east of Redlands Boulevard in the Badlands, a very difficult area to cover. The acquisition consists of a 1 acre fee simple parcel and use rights to an existing dirt road for access and utilities.

The Economic Development Agency (EDA) has presented an offer to the property owner (Assessor's Parcel Number 473-140-001), as required by Government Code Section 7267.2. The price is consistent with current property values in the Badlands area based on an independent appraisal report. EDA has also offered to pay the reasonable costs, not-to-exceed \$5,000, for an independent appraisal as required by California Code of Civil Procedure, Section 1263.025 if condemnation is required and a Form 11 will follow seeking board approval.

The PSEC Final Environmental Impact Report (FEIR) was approved by the Board of Supervisors on September 2, 2008.

A Form 11 will be submitted to the Board to consider Resolution No. 2009-321, Notice of Intention to Adopt a Resolution of Necessity Regarding the Construction of a Communications Tower Facility near Redlands Boulevard in the Badlands Area of Western Riverside County

No sooner than six weeks thereafter, the a Form 11 will be submitted to the Board to consider Resolution No. 2010-005, Authorization to Adopt a Resolution of Necessity Regarding the Timoteo Site for the Public Safety Enterprise Communication Project.

Economic Development Agency (EDA) wishes to contract with attorneys at Asaro, Keagy, Freeland & McKinley for legal services related to the PSEC Timoteo project. The focus of this legal work will center on extraordinary issues related to the prerequisites to condemnation (including the Resolution of Necessity hearing), extraordinary condemnation litigation that has been authorized by the Board of Supervisors (through the adoption of a Resolution of Necessity), extraordinary issues related to the California Environmental Quality Act, and extraordinary issues related to Public Records Act Requests. Asaro, Keagy, Freeland & McKinley's broad eminent domain and real property practice means that they often have past experiences to draw upon. If approved by the Board, EDA will have the ability and right but not the obligation, to contract for Asaro, Keagy, Freeland & McKinley's services as needed over the next three years.

(Continued)

**BACKGROUND:**

The proposed contract runs from December 1, 2009, to November 30, 2012. The project sets "not-to-exceed" limits and provides the county with the right without an obligation to buy services. To allow the contract to function on demand, \$75,000 of the permitted services may be used during the first fiscal year of the contract (December 1, 2009, through June 30, 2010). Any unused funding authority may be carried into the next fiscal year. Use of a master professional service contract avoids the delay and work effort to seek Board authorization for each legal task over \$25,000.

EDA is anticipating expenditures in the amount of \$75,000 for legal services associated with this project during FY 2009/2010. EDA will request a budget adjustment in the first quarter report to cover costs of anticipated legal services for projects during FY 2009/2010. The remainder of the contract, amounting to \$125,000 may occur during Fiscal Years 2010/2011, 2011/2012, and 2012/2013.

The Form 11 has been reviewed and approved by County Counsel as to legal form.

**AGREEMENT WITH ASARO, KEAGY, FREELAND &McKINLEY  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the date written below, and is made by and between THE COUNTY OF RIVERSIDE, on behalf of its Economic Development Agency and Information Technology Department for the Public Safety Enterprise Communication project (PSEC) (hereinafter referred to as "COUNTY") and ASARO, KEAGY, FREELAND &McKINLEY (hereinafter referred to as "ATTORNEYS"). The Parties hereto do agree as follows:

1. TERM. This AGREEMENT shall commence on execution and shall continue through November 30, 2012, or completion of the last work assignment, whichever comes first, unless sooner terminated pursuant to Section 4, Section 6, or Section 7.

2. ATTORNEY SERVICES AND RESPONSIBILITIES. Upon appointment, ATTORNEYS shall provide COUNTY with the names of other professionals (partners, of counsel, independent contractors, associates, law clerks, paralegal, etc.) who will assist in the provision of services under this AGREEMENT, and the functions to be performed by each professional shall also be provided. ATTORNEYS' Supervising Attorney will be fully responsible for the quality of the work product. Within a law firm, research and minor work should be performed by the lowest level of personnel (e.g., junior attorneys, paralegal) capable of performing a given task. Responsibility for the quality of work product remains with ATTORNEYS' Supervising Attorney. The COUNTY retains the right to approve or disapprove any and all attorney assignments.

(a) Key ATTORNEYS Personnel.

(1) ATTORNEYS' Supervising Attorney for this Agreement shall be Steven A. McKinley. Any change in ATTORNEYS' Supervising Attorney shall be first authorized in writing by COUNTY. ATTORNEYS' Supervising Attorney shall have full authority to act for ATTORNEYS on all daily operational matters under this AGREEMENT.

(2) Support ATTORNEYS and paralegals shall be designated by ATTORNEYS' Supervising Attorney.

Any change in staffing shall be made only upon telephonic or written notice, and written consent by COUNTY, which may be made by facsimile transmission, which consent shall not be unreasonably withheld.

3. LEGAL SERVICES. ATTORNEYS shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category. ATTORNEYS' legal representation shall include, but not be limited to, the following services:

a.) Provision of eminent domain litigation services regarding the PSEC project and the Savage property;

b.) Legal guidance, advice and representation in connection with right to take objections and issues arising in the aforementioned matter;

c.) Legal guidance, advice and representation in connection with responding to Public Records Requests arising in the aforementioned matter and any negotiations with Savage, attorneys for Savage or real estate professionals working on behalf of or representing Savage.

All work performed shall be initiated through Tasking Letters sent by postal service or email. ATTORNEYS shall meet with COUNTY as COUNTY requires and provide all information and reports, including an estimate of fees for each aspect of representation as identified in the Tasking Letters, when deemed necessary by COUNTY to keep it informed.

4. UNAVAILABILITY OF FUNDS. If funds are not appropriated or otherwise made available in any Fiscal Year for the services hereunder, the Agreement may be terminated by COUNTY upon immediate notice to ATTORNEY. ATTORNEY shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized, in the price of the supplies and services delivered under this AGREEMENT.

5. PRIOR APPROVALS. ATTORNEYS shall obtain the prior written approval of COUNTY before (i) retaining any consultant; (ii) commencing travel on behalf of COUNTY outside the County of Riverside, unless the travel is between ATTORNEYS' office in San Diego and the County of Riverside.

6. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEYS represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this AGREEMENT.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with COUNTY during the time that ATTORNEYS are representing the COUNTY. COUNTY and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter in a position adverse to COUNTY or in which COUNTY'S interest may be adversely affected, that ATTORNEYS will so advise COUNTY and upon receipt of such notice COUNTY may determine that the conflict may be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS of such decision. Should COUNTY determine that it is best to terminate the services of ATTORNEYS, ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from AGENCY.

7. TERMINATION. Services performed under this AGREEMENT may be terminated in whole or in part at any time the COUNTY deems to be in its best interest, as determined by the Board of Supervisors, or the Assistant County Executive Officer/EDA, or designee. COUNTY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

8. EFFECT OF TERMINATION. After receiving a Termination Notice and unless otherwise directed by COUNTY, ATTORNEYS shall: (1) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (2) complete services not terminated by the Termination Notice; (3) submit final billing for terminated services within thirty (30) days from the effective termination date; and (4) promptly submit a brief closing report advising COUNTY of the status of the matters being handled.

9. CLOSING REPORT UPON TERMINATION. ATTORNEYS shall deliver a Closing Report to COUNTY immediately after termination of services under Section 6 or Section 7 which shall include, but not be limited to:

(a) A brief description of the status of all matters or projects that had been assigned to ATTORNEY.

(b) A discussion of COUNTY's exposure and applicable law, if appropriate.

ATTORNEYS shall give COUNTY copies or originals, as appropriate, of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

10. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the terms of this Agreement shall not exceed the sum of Seventy Five Thousand Dollars (\$75,000) in any single Fiscal Year, nor shall it exceed a sum total of \$200,000 over the entire term of this Agreement unless a written amendment to this AGREEMENT is executed by both parties prior to performance of any additional services. ATTORNEYS shall notify the COUNTY immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation.

11. FEES. The billing rate for all ATTORNEYS that provide services under this AGREEMENT shall be per hour as set forth in Attachment "A", attached hereto and incorporated herein.

12. EXPENSES. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEYS' hourly rate.

Reimbursable ordinary expenses shall include, but not be limited to, ATTORNEYS' actual cost of: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house document reproduction, provided, however, that if the amount charged for in-house document production in any one month exceeds \$500.00, prior approval of COUNTY shall be obtained.

Reimbursable extraordinary expenses shall include charges of which ATTORNEYS have obtained prior approval of COUNTY. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the County of Riverside; (iii) investigative services; and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary information for COUNTY's audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses between the regular office of ATTORNEYS and the County of Riverside.

13. PAYMENT. ATTORNEYS shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

Janet Parks  
Economic Development Agency  
County of Riverside  
3403 Tenth Street, Suite 500  
Riverside, CA 92501  
(951) 955-6667

The original of each billing statement shall have the declaration of ATTORNEYS' Supervising Attorney and shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to COUNTY with a description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

It is the expectation of COUNTY that it will not be billed for ordinary overhead expenses, including (i) ordinary word processing; (ii) time to prepare and review billings; and (iii) local travel.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEYS.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on the itemized billing statement(s) submitted by ATTORNEYS. Payment shall be made by COUNTY within thirty (30) days after receipt of billing from ATTORNEYS. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

14. SUPERVISION OF AGREEMENT. The Assistant County Executive Officer/EDA may designate an individual in his office to act in his stead. The Officer, or his designee, shall have full authority to act for COUNTY on all daily operational matters under this Agreement and shall review and approve all ATTORNEYS' invoices, reports, whether written or verbal, and any change in ATTORNEYS' Supervising Attorney.

15. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this

AGREEMENT in accordance with all applicable federal, State and County laws, regulations, ordinances and directive relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. COMMUNICATIONS WITH COUNTY. ATTORNEYS recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this AGREEMENT from or through COUNTY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEYS understand that the County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY legislative body.

17. INSURANCE. Without limiting or diminishing the ATTORNEY's obligation to indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

A. Workers' Compensation:

If the ATTORNEY has employees as defined by the State of California, the ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this agreement, then ATTORNEY shall maintain liability insurance for all owned, non-



owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability:

ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEY's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy ATTORNEY shall purchase at his sole expense either (1) an Extended Reporting Endorsement (also known as Tail Coverage); or (2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or (3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items (1), (2) or (3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions – All Lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The ATTORNEY's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ATTORNEY's carriers shall either (a) reduce or eliminate such self-insured retention as respects this Agreement with the County, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) ATTORNEY shall cause ATTORNEY's insurance carrier(s) to furnish the County of Riverside with either (a) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and (b) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ATTORNEY shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requires, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that the ATTORNEY's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self insured retention's or self-insured programs shall not be construed as contributory.

(5) If, during the term of this AGREEMENT or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

(6) ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(8) ATTORNEY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

18. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of ATTORNEY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this AGREEMENT, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of ATTORNEY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. ATTORNEY shall defend, at its sole expense, including, but not limited to, litigation expenses, attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and

Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEY's indemnification to COUNTY as set forth herein.

ATTORNEY's obligation hereunder shall be satisfied when ATTORNEY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEY's obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ATTORNEY from indemnifying the COUNTY to the fullest extent allowed by law.

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

If to COUNTY: Janet Parks, Real Property Manager  
Economic Development Agency  
Real Property Division  
County of Riverside  
3403 Tenth Street, Suite 500  
Riverside, CA 92501

If to ATTORNEYS: Steven A. McKinley, Esq.  
Asaro, Keagy, Freeland & McKinley  
3170 Fourth Avenue, Fourth Floor  
San Diego, CA 92103

20. ASSIGNMENT. No part of this AGREEMENT or any right or obligations arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of COUNTY shall constitute a material breach of this AGREEMENT. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of COUNTY.

21. MERGER. The following exhibit is attached and incorporated as part of this AGREEMENT. The exhibit is titled as follows:

1. Exhibit A – Fee Schedule, Hourly Billing Rate Schedule

22. COMPLETE AGREEMENT. This AGREEMENT shall constitute the complete and exclusive statement of understanding between the COUNTY and ATTORNEYS which supersedes all previous written or oral agreements and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this AGREEMENT.

Dated:

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

ATTEST:  
Kecia Harper-Ihem, Clerk

Dated: 11/18/09

ASARO, KEAGY, FREELAND & MCKINLEY

By: \_\_\_\_\_  
Steven A. McKinley, Esq.

FORM APPROVED COUNTY COUNSEL  
BY: Glenn R. Beloian 2/11/10  
GLENN R. BELOIAN DATE

**EXHIBIT A TO AGREEMENT**

**BETWEEN**

**RIVERSIDE COUNTY**

**AND**

**ASARO, KEAGY, FREELAND &McKINLEY**

**FOR PROFESSIONAL SERVICES**

The following is a list of attorneys expected to provide services under the Agreement, and their hourly rates:

<u>Attorney</u>	<u>Hourly Rate</u>	<u>Services</u>
Richard D. Freeland, Of Counsel	\$300 per hour	Supervision; Client Meetings; Strategy
Steven A. McKinley, Partner	\$300 per hour	Supervision; Client Meetings; Strategy; Trial and Hearings
Karen McKinley, Partner	\$300 per hour	Research; motions, briefing and appeals; Client Meetings
Roscoe D. Keagy, Of Counsel	\$300 per hour	Client Meetings; Strategy
Michael Nolan Associate (subject to being admitted to the Bar)	\$200 per hour	Research and Motions
Peter Stockburger, Associate (subject to being admitted to the Bar)	\$200 per hour	Research and Motions
Michael Nolan, Law Clerk	\$100 per hour	Research and Motions
Peter Stockburger, Law Clerk	\$100 per hour	Research and Motions

Travel between ATTORNEY'S San Diego office and Riverside County will be charged at one half the foregoing rates. ATTORNEYS will appear at routine, non-dispositive hearings by telephone court call, unless COUNTY requests or the Court requires to the contrary.