

**CONTRACT SUMMARY FORM  
LIABILITY DEFENSE LITIGATION SERVICES WITH 8 LAW FIRMS**

**SUMMARY OF SIGNIFICANT CHANGES**

Contract with 8 law firms listed below for Liability Defense Litigation Services, effective upon Board approval and continue for five (5) calendar years from that date;

1. Collins + Collins, LLP
2. Gutierrez, Preciado & House, LLP
3. Koeller, Nebeker, Carlson & Haluck, LLP
4. Lawrence Beach Allen & Choi, LLP
5. Lynberg & Watkins, APC
6. Werve & Keathley LLP
7. Wesierski & Zurek, LLP
8. Woodruff, Spradlin & Smart

**SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

**CONTRACT OPERATING EXPENSES**

- I. PRICING:** Hours shall be billed based on actual time spent on each project, not on a portal-to-portal basis. The following tables set forth the hourly billing rates for Liability Defense Litigation Services under this Contract, which were authorized by County's Board of Services.

**A. GENERAL TORT LITIGATION FEES**

LINE #	SERVICE LEVEL CATEGORY	HOURLY RATE
1	PARTNERS	\$215
2	SENIOR ASSOCIATES	\$185
3	ASSOCIATES	\$160
4	PARALEGALS	\$105
5	LAW CLERKS	\$100
6	LEGAL ASSISTANTS	\$95

**B. CIVIL RIGHTS LITIGATION FEES**

LINE #	SERVICE LEVEL CATEGORY	HOURLY RATE
1	PARTNERS	\$245
2	SENIOR ASSOCIATES	\$215
3	ASSOCIATES	\$190
4	PARALEGALS	\$115
5	LAW CLERKS	\$110
6	LEGAL ASSISTANTS	\$105

**C. EMPLOYMENT FEES**

LINE #	SERVICE LEVEL CATEGORY	HOURLY RATE
1	PARTNERS	\$240
2	SENIOR ASSOCIATES	\$215

3	ASSOCIATES	\$190
4	PARALEGALS	\$115
5	LAW CLERKS	\$110
6	LEGAL ASSISTANTS	\$105

**D. ENVIRONMENTAL LITIGATION FEES**

LINE #	SERVICE LEVEL CATEGORY	HOURLY RATE
1	PARTNERS	\$250
2	SENIOR ASSOCIATES	\$215
3	ASSOCIATES	\$190
4	PARALEGALS	\$115
5	LAW CLERKS	\$110
6	LEGAL ASSISTANTS	\$95

**E. FLOOD LITIGATION AND SUBSIDENCE LITIGATION FEES**

LINE #	SERVICE LEVEL CATEGORY	HOURLY RATE
1	PARTNERS	\$240
2	SENIOR ASSOCIATES	\$215
3	ASSOCIATES	\$190
4	PARALEGALS	\$115
5	LAW CLERKS	\$110
6	LEGAL ASSISTANTS	\$105

**F. ADDITIONAL AND/OR OTHER REIMBURSABLES**

LINE #	INTERNAL COST ITEMS/SERVICES	FEES
1	PHOTOCOPIES Photocopies in <b>excess of 50 pages</b> at one time so long as those copies are required for discovery responses and not for the convenience of the firm. Department to verify.	\$0.10 PER PAGE
2	MILEAGE Mileage if travel is required in excess of 75 miles one way. Reimbursement shall be at current IRS rate.	PER IRS RATE
3	PARKING Parking charges if accompanied by appropriate receipts.	PER RECEIPT
4	EXCESS POSTAGE Only when excess postage is determined and agreed upon by all Parties.	PER RECEIPT
5	OTHERS Any other fee may be authorized and shall be reviewed and approved by the Risk Office as necessary.	PER BILL AND/OR RECEIPTS

**II. BILLING PROTOCOLS****A. Billing procedures:**

- 1) Each firm shall bill the County for legal services on a monthly basis as follows:
  - i. On a per case basis
  - ii. In 1/10<sup>th</sup> hour increments
  - iii. Include a detailed work description and the name and position of the person who did the work for each entry. Staff members shall only be billed in one of the

- categories shown on the approved rate schedule included in this Attachment B.
- iv. Include a total summary of hours by attorney and/or staff person
- v. Include a final total of all hours worked by all staff
- vi. Include a separate section for costs and advances
- vii. Include receipts, invoices or cancelled checks for all costs advanced
- viii. Include a total amount due

- 2) At the bottom of the invoice, each bill shall include a summary of the time and fees for each person who has worked on the file and shall identify whether the individual is a partner, senior associate, etc.

**NOTE:** The County does not provide payment for time spent for meetings between the various attorneys in your office to discuss cases. County also pays for only one attorney to review a document received from opposing counsel or the court.

- 3) County will not pay for ordinary costs of conducting business. The following items shall not be reimbursed: Rent, utilities, document preparation, word processing, support staff, ordinary postage, incoming and outgoing facsimiles, in-house courier, local telephone charges, routine in office photocopying, office supplies, internet accounts, email accounts, and local area travel and meal expenses.
- 4) Invoices for services rendered by outside vendors(not Contractor), such as photocopy services, court reporters, trial exhibits preparation services, expert witnesses and the like shall be paid directly by Contractor and included on the following month's invoice for legal services as a cost advanced or disbursement entry. The following exceptions apply:
  - i. If the outside Vendor's charges are in excess of \$1,500, the invoice may be submitted directly to County for payment or Contractor may elect to issue payment directly to the vendor. County prefers Vendor's charges up to \$5,000 be paid by Contractor and submitted on monthly billing. Auditor Controller may take weeks to process these.
  - ii. In the event a Vendor's charges are to be submitted directly to County for payment, Contractor shall ensure that a current properly completed W-9 accompanies said invoice and shall submit both items with a cover letter directed to County approving said charges.
- 5) County requires competitive outside photocopying Vendors fees. All outside Vendor charges for photocopying shall be paid at County approved rates as determined by County Liability Claims Management.
- 6) County claims management will review and provide prior approval for properly itemized expenditure reimbursements to be incurred in the defense of litigation for the following: Court fees, phone charges, out of area travel expenses and all Westlaw and/or Lexis Nexis online charges for case research.