



County of Orange

MEMO

S45A

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CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

DATE: October 13, 2010
TO: Chair Janet Nguyen, Board of Supervisors
Orange County Board of Supervisors
FROM: Thomas Mauk, County Executive Officer
SUBJECT: Exception to the Rule 21

County Executive is requesting a supplemental for the October 19, 2010 Board Hearing Meeting:

Board Meeting Date: October 19, 2010
Subject: Public Administrator/Public Guardian Review – Ratify Agreement with Snell & Wilmer, L.L.P.
Calendar: Supplemental
Districts: All Districts
Reason for Supplemental: Ratify Agreement with Snell & Wilmer, L.L.P. for review of Public Administrator/Public Guardian.

Concur:

40 Janet Nguyen, Board of Supervisors

Cc: Rob Richardson, Assistant CEO
Nicholas Chrisos, County Counsel

S45A



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

ASR Control

METING DATE: 10/19/10
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Counsel
DEPARTMENT CONTACT PERSON(S): Nicholas Chrisos (714) 834-3303
John Abbott (714) 834-4379

SUBJECT: Public Administrator/Public Guardian Review – Ratify Agreement with Snell & Wilmer, L.L.P.

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion

Budgeted: Yes

Current Year Cost: \$45,000

Annual Cost: \$45,000

Staffing Impact: N/A

of Positions: N/A

Sole Source: Yes

Current Fiscal Year Revenue:

Funding Source: General Fund

Prior Board Action:

RECOMMENDED ACTION(S):

1. In accordance with the Board of Supervisors' duty to supervise the official conduct of all County officers under California Government Code Section 25303, the County Executive Office will conduct an investigation and review of the office of the Public Administrator/Public Guardian.
2. Direct the County Executive Officer to obtain legal counsel from Snell & Wilmer L.L.P. and file with this board a confidential report, no later than November 1, 2010, describing the results of the research and preliminary findings by the CEO and its counsel.
3. Ratify and approve the Agreement for Professional Legal Services, dated October 8, 2010, between the County of Orange and Snell & Wilmer L.L.P.

SUMMARY:

Direct County Executive Officer to conduct review of the Public Administrator/Public Guardian and ratify an agreement between the County and Snell & Wilmer L.L.P. for the conduct of such review and preparation of a confidential report.

BACKGROUND INFORMATION:

Among the responsibilities of the Board of Supervisors is the duty in accordance with Government Code section 25303 to supervise the official conduct of all County officers. Although the Board's supervisory duties are not without limitation, the Board may, for example, conduct investigations of elected officials, unless such investigation interferes with the elected official's official duties.

On September 16, 2010, Supervisor Bates requested the County Executive Officer to undertake a review and analysis of the Public Administrator/Public Guardian's ("PA/PG") office, the purpose of which is to determine whether there is any merit to recent assertions or allegations of possible improprieties in the PA/PG's office. Due to the sensitive nature of such assertions and allegations and the County Executive Office's ("CEO") desire to provide a report to the Board no later than November 1, 2010, the CEO has taken immediate steps to retain the services of counsel to conduct a confidential review and investigation to be reported to the CEO and to your Board as a privileged attorney-client communication and have selected the law firm of Snell & Wilmer L.L.P. ("Snell") to provide the CEO with specialized services necessary to conduct the investigation. Due to the immediate need and time sensitive nature of the investigation, it was necessary for the CEO to enter into the agreement with Snell and CEO hereby requests that your Board approve and ratify the contract. Snell's services are being performed by Mr. Timothy Kay, a partner in the firm and an expert in probate and estate law. Mr. Kay has an excellent reputation within the Orange County legal community.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

AGREEMENT
BY AND BETWEEN
THE COUNTY OF ORANGE
AND
Snell & Wilmer L.L.P.
FOR
PROFESSIONAL LEGAL SERVICES

October 8, 2010

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This Agreement for Professional Legal Services (this "Agreement") is effective October 8, 2010 by and between the County of Orange, a political subdivision of the State of California (the "County") and Snell & Wilmer L.L.P. ("Attorneys"). County and Attorneys are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, the County desires to contract for professional legal services; and

WHEREAS, Attorneys provide professional legal services, and are particularly qualified to perform required services due to their legal competence and expertise; and

WHEREAS, County desires to retain Attorneys' services in connection with the Scope of Services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** The Scope of Work for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Attachment B, which is attached hereto and incorporated herein by this reference, and includes full compensation for providing all services performed under this Agreement.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
4. **Agreement Term:** The Term of this Agreement shall commence on the date of execution by the County Counsel and shall continue until completion of the matters for which Attorneys have been retained, unless sooner terminated as provided herein.
5. **Professional Conflict of Interest:** Without limitation as to, or alteration of, obligations otherwise imposed on Attorneys with respect to County under the Rules of Professional Conduct or under law, and in addition to such obligations, Attorneys agree to comply with the following portion of the Conflicts of Interest Policy adopted by the County's Board of Supervisors on September 24, 1985:

“It is the policy of the Orange County Board of Supervisors, on behalf of County and all other governmental entities of which it is the governing board, to prohibit the employment by any law firm adverse to County while simultaneously being employed by County, unless the Board is advised of, and gives specific consent to, such adverse employment.

“Any law firm which has been retained by County which desires employment which is or may be adverse to County shall transmit a statement of such desire to the County Counsel prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County should consent. The County Counsel will forward the request to the Board of Supervisors with recommendation for action.”

If the Board of Supervisors declines to consent to the employment, the law firm shall decline any such employment. The Board’s authority to give consent of County is not delegated to any officer or employee of County.

The County recognizes that this policy may exceed the limitations set forth in the California Rules of Professional Conduct of the State Bar of California. Where applicable, law firms employed by the County shall comply with such rules in securing necessary consent from their other clients.

6. **General Conflicts of Interest:** The Attorneys shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Attorneys; the Attorneys’ employees, agents, and relatives; sub-tier Attorneys and third parties associated with accomplishing services hereunder. The Attorneys’ efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Attorneys shall not, during the period of this Agreement, employ any County employee for any purpose.

7. **Confidentiality and Communication with County:** Attorneys shall maintain the confidentiality of all information which they 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 directives relating to confidentiality, including the Code of Professional Responsibility. Attorneys shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Attorneys recognize that their relationship with County and its agents and 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's officers, employees, and agents in connection with said relationships or proceedings. Attorneys understand that the County Executive Officer and CEO Manager of Special Projects are the exclusive representatives of the County for the purposes of this Agreement and Attorneys shall not, without specific direction from the County Executive Officer or CEO Manager of Special Projects communicate with, advise or represent County officers or employees. This provision shall not apply to communications authorized within the Scope of Services. These confidentiality obligations shall survive this Agreement's termination or expiration.

8. **Independent Contractors:** Attorneys shall be considered as independent contractors and neither Attorneys, its employees nor anyone working under Attorneys shall be considered an agent or an employee of County. Neither Attorneys, their employees nor anyone working under Attorneys shall qualify for workers' compensation or other fringe benefits of any kind through County.

9. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by Attorneys without the express written consent of County. Any attempt by Attorneys to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a material breach of this Agreement. However, Attorneys may retain consultants or experts as Attorneys deem appropriate after receiving the County Executive Officer's written approval in an amount not to exceed \$150,000 per contract, or in amounts in excess of \$150,000 if approved by the County Board of Supervisors (see Attachment B).

10. **Performance:** Attorneys shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. Attorneys shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Attorneys under this Agreement. Attorneys shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors.

11. **Compliance with Laws:** Attorneys represent and warrant that services to be provided under this Agreement shall fully comply, at Attorneys' expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Attorneys acknowledge that County is relying on Attorneys to ensure such compliance, and pursuant to the requirements of section 19 below, Attorneys agree that they shall defend, indemnify and hold County and

County Indemnitees harmless from all-liability, damages, costs and expenses arising from or related to a violation of such laws.

12. **Attorneys Personnel:** Attorneys warrant that all Attorneys' personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Attorneys' personnel removed from performing services under this Agreement to the County. Attorneys shall effectuate the removal of the specified Attorneys personnel from providing any services to the County under this Agreement within one business day of notification by County. County shall submit the request in writing to the Attorneys. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Attorneys personnel be removed from performing services under this Agreement.

Attorneys' Supervising Attorney for this Agreement shall be Timothy J. Kay. Attorneys' Supervising Attorney shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as lead counsel ("Lead Counsel") for all activities performed under the scope of services described below. Any change in Attorneys' Supervising Attorney shall be first authorized in writing by the County Executive Officer.

The County's designated representatives are Thomas G. Mauk, County Executive Officer and Carolyn McInerney, Manager of Special Projects, Office of the County Executive Officer. County's designated representatives shall have exclusive authority to act for County, within the scope of his or her authority, on all daily operational matters under this Agreement and shall review and approve all Attorneys' reports, whether written or verbal.

13. **Reports/Meetings:** The Attorneys shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The County and the Attorneys will meet on reasonable notice to discuss the Attorneys' performance and progress under this Agreement. If requested, the Attorneys' personnel shall attend all meetings. The Attorneys shall provide such information that is requested by the County for the purpose of monitoring progress under this Agreement.

14. **Patent/Copyright Materials/Proprietary Infringement:** Attorneys shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Attorneys warrant that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Attorneys agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend and hold County and County Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

15. **Indemnification/Insurance:** Attorneys agree to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of

Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Attorneys pursuant to this Agreement. If judgment is entered against Attorneys and County by a court of competent jurisdiction because of the concurrent active negligence of Attorneys and County or County Indemnitees, Attorneys and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

Without limiting Attorneys' indemnification of County, Attorneys shall provide and maintain at their own expense during the term of this Agreement the following Program of Insurance covering their operations. Attorneys shall deliver evidence of a satisfactory insurance program to County Counsel on or before the effective date of this Agreement. Evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice by registered mail of at least thirty (30) days in advance of any modification or termination of any program of insurance.

a. Professional Liability

Attorneys shall maintain professional liability insurance of at least \$1,000,000 per claim.

b. Workers' Compensation

i. Attorneys shall maintain a program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$150,000 limit, covering all persons providing services on behalf of Attorneys and all risks to such persons under this Agreement.

ii. Attorneys understand and agree that all Attorneys' personnel furnishing service to County under this Agreement are employees solely of Attorneys and not of County for purposes of workers' compensation liability.

iii. Attorneys shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Attorneys' personnel for damages arising from service performed under this Agreement.

16. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Agreement by the Attorneys. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Attorneys without the express written consent of the County.

17. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Attorneys in the performance of this Agreement will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Attorneys after completion or termination of this Agreement without the express written consent of the County. All materials, documents, data or

information, including copies, must be returned to the County at the end of this Agreement.

18. **Records:** The Attorneys shall keep an accurate record of time expended by Attorneys and the subcontractors working for Attorneys in the performance of this Agreement. Such record shall be available for periodic inspection by the County at reasonable times.

19. **Audits/Inspections:** Attorneys agree to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Attorneys for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Attorneys' records before final payment is made.

Attorneys agree to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Attorneys agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Attorneys agree to include a similar right to the County to audit records and interview staff of any subcontractors related to performance of this Agreement.

Should the Attorneys cease to exist as a legal entity, the Attorneys' records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

20. **Termination For County's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time County deems termination of this Agreement to be in its best interests. The County Executive Officer shall terminate services by delivering to Attorneys a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless otherwise directed by the County Executive Officer, Attorneys shall:

- a. Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b. Complete services not terminated by the Termination Notice.
- c. Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Attorneys (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which Attorneys were to attend and an assessment of the accomplishments of Attorneys' engagement.

- d. Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Attorneys fail to submit a final billing within the time allowed, County may determine, on the basis of information available to it, the amount, if any, due to Attorneys. After County makes a determination, it shall pay Attorneys that amount. County's determination shall be final.
- e. Provide County with copies (electronic and hard copies) of all files and attorney work product for any matters in which Attorneys were retained by County. This includes any computerized index, computer programs and document retrieval systems created or used for the matters.

21. **Breach of Agreement:** The failure of the Attorneys to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a. Afford the Attorneys written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b. Discontinue payment to the Attorneys for and during the period in which the Attorneys are in breach; and offset against any monies billed by the Attorneys but yet unpaid by the County those monies disallowed pursuant to the above; and/or
- b. Terminate the Agreement immediately, without penalty to the County.

22. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

23. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

24. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

assessed against the Attorneys or the County/County Indemnites or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. **Entire Agreement:** This Agreement, including Attachments A, B and C, which are attached hereto and incorporated herein by this reference, contains the entire Agreement between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

28. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

29. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

30. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the Term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the County.

31. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes California state sales or use tax applicable now or in the future.

32. **Change of Ownership:** Attorneys agree that if there is a change or transfer in ownership of Attorneys' business prior to completion of this Agreement, the new owner(s) or successor(s) to Attorneys shall be required to provide documentation satisfactory to the County that the new or owner(s) or successor(s) have assumed and will assume Attorneys' duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).

33. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Attorneys and/or anyone acting under the supervision of Attorneys to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

34. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

35. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

36. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

37. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

38. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.

39. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

40. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

SIGNATURE PAGE

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: October 8, 2010

County of Orange:

Thomas G. Mauk
County Executive Officer

By: Stephen Deunvent

Dated: October 8, 2010

Snell & Wilmer L.L.P.

By: Timothy J. Kay
Timothy J. Kay, Partner

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]

Dated: 10.13.10

ATTACHMENT A
SCOPE OF SERVICES

1. Investigate allegations of the use of assets of individuals in conservatorships and estate administration to enhance PA/PG Department revenue stream. Determine if PA/PG Department is manipulating number or types of cases or unnecessarily assuming conservatorships of clients or administration of estates in order to enhance revenue stream. Specifically, review the following cases:
 - a. Investigate sale of TapouT, LLC and the administration of the intestate estate of Charles Lewis, Jr. (aka "Mask") to determine if proper procedures were followed prior to Fourth Appellate decision (5/6/10).
 - b. Review PA/PG Dept. actions and procedures in commencing and maintaining proposed conservatorship of mother of Ruth Hull Richter.
2. Conduct interviews of individuals with knowledge of practices and procedures of PA/PG Department bearing on Item 1 as necessary.
3. Prepare draft confidential report addressed to County Executive Officer Thomas G. Mauk by October 25 with findings.
4. Revise and expand confidential report as necessary prior to October 29.
5. Report should include recommendations on whether additional investigation should be conducted on the question in Item 1.
 - a. Recommend whether additional review is indicated for decedent's estates, probate conservatorships, Lanterman-Petris-Short conservatorships, court referrals, probate cases and asset liquidation to determine if proper procedures and laws are being followed.
6. To the extent any documents, records or other information required or reasonably necessary for Attorneys to perform these services are confidential or otherwise legally protected, Attorneys shall seek an appropriate protective order before a court of competent jurisdiction.

ATTACHMENT B

COMPENSATION, INVOICING AND PAYMENT

A. FIXED FEE SCHEDULE

For the Services rendered in accordance with this Agreement, Attorney's shall be paid a fixed fee of forty-five thousand dollars (\$45,000.00).

B. EXPENSES

County shall reimburse Attorneys for their actual out-of-pocket expenses without mark-up, excluding expenses generally considered as overhead already reflected in the Attorney' hourly rates.

1. Reimbursable ordinary expenses shall include, but not be limited to:
 - a. Transcript fees.
 - b. Postage.
 - c. Messenger service.
 - d. Process service.
 - e. Document reproduction by outside vendor.
 - f. In-house document reproduction. If amount charged in any one month exceeds \$500.00, prior County Counsel approval shall be obtained.
2. Reimbursable extraordinary expenses include charges of which Attorneys have obtained the County Executive Officer's prior approval. Such expenses include, but not be limited to:
 - a. Consultants, up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.
 - b. Travel outside the Counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego.
 - c. Investigative services.
 - d. Any expense item exceeding Five Hundred Dollars (\$500.00).
3. Non-reimbursable expenses include, but not be limited to:
 - a. Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - b. Charges for time spent to provide necessary information for County audits or billing inquiries.

- c. Mileage, travel expenses or telephone expenses from the regular office of Attorneys to the County of Orange.

BILLINGS AND PAYMENTS

A. BILLINGS

1. Attorneys shall submit a billing statement for services performed in accordance with this Agreement for the fixed fee amount of \$45,000, plus expenses, in arrears, no later than the tenth (10th) of the month following the delivery of the final report.
2. The original billing statement(s) and one copy shall be submitted to:

County of Orange
County Executive Office
333. W. Santa Ana Blvd, 3rd Floor
Santa Ana, California 92701
ATTN: Carolyn McInerney, County Executive Office
3. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.
4. The billing statement shall reference this Agreement and shall itemize all expenses.

B. PAYMENTS

County shall make payment(s) for services rendered under this Agreement promptly after receiving Attorneys' billing statement. County shall not pay interest or finance charges on any outstanding balance(s).

ATTACHMENT C
ATTORNEYS' DECLARATION ON BILLING STATEMENT

The following declaration shall be made on the original of each billing statement and personally signed and dated by Attorneys' Supervising Attorney or Lead Counsel.

"I have personally examined this billing statement. All entries are in accordance with the Agreement For Professional Legal Services, are correct and reasonable for the services performed and costs incurred, and no item on this statement has been previously billed to County."

DATE

SIGNATURE

NAME

TITLE
(Supervising Attorney or Lead Counsel)