

**AGREEMENT FOR LEGAL SERVICES BETWEEN
COUNTY OF EL DORADO
AND BURKE, WILLIAMS & SORENSEN, LLP
Agreement #10340**

This Agreement is made and entered into between COUNTY OF EL DORADO ("County"), a political subdivision of the State of California, and BURKE, WILLIAMS & SORENSEN, LLP, ("Law Firm"), a California professional law corporation, duly authorized to do business in the State of California, whose address is 444 S. Flower Street, Suite 2400, Los Angeles, California 90071, for the performance of special legal services for County as authorized by Government Code sections 25203 and 31000.

1. Scope of Services. The County retains the Law Firm as special legal counsel to provide legal services to the County with respect to the Mosquito Road Bridge at South Fork American River – Bridge Replacement Project (County CIP # 36105028) (“the Project”), as may be required by County. These services include, but are not limited to, providing legal advice on all aspects of Project delivery to Project inception to close out and post construction, including analysis of claims, review of time impact analysis, negotiation, mediation, arbitration, and litigation. This includes both the defense of the County in any mediation, arbitration, litigation related to the Project, and filing on behalf of the County litigation where necessary related to the Project.

Services may include, but are not necessarily limited to, the following: providing legal advice to the County Board of Supervisors, County boards, commissions, officers, and staff; preparing or reviewing such documents as may be requested by the County; attending meetings (including attending meetings electronically) as may be required by County; the retention of and providing direction to other consultants or experts which may be needed for these services; and all services normally provided by the Law Firm which are reasonably related to the court proceedings inclusive of mediation and arbitration, and any and all associated pleadings and documents including, but not limited to, points and authorities and references to the record.

This includes service to represent the County in *Shimmick Construction Company, Inc, v. County of El Dorado* (El Dorado Superior Court Case No. 26CV1100.)

The Law Firm may also provide such additional services as may be mutually agreed by the parties; provided, that such additional services must be authorized in writing by the County and may require an amendment to this Agreement.

2. Compensation and Billings. In consideration of the services set forth in paragraph 1, the County shall pay the Law Firm on an hourly rate at Law Firm’s prevailing rates for all time spent on the matter by Law Firm’s legal personnel. Current hourly rates set forth on Exhibit A, "Burke, Williams & Sorenson Rate Schedule." The Law Firm may increase those fees annually on July 1, 2027, and every year thereafter, by no more than 2.5%, written notice from the Law Firm with an updated Rate Schedule attached.

Fees for professional services include routine office expenses including, but not necessarily limited to, long distance, telephone, facsimile, photocopier and digital media duplication, postage charges, and Lexis/Nexis or Westlaw fees. Charges for any expense of any category jointly deemed to be extraordinary by the Law Firm and County Contract Administrator may be submitted for payment with sufficient accompanying documentation to identify the nature of the expense, the cost of and payment therefore.

The Law Firm shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspection and audit.

Bryce Carroll will be the attorney primarily responsible for the services to be provided under this agreement. The Law Firm may utilize the services of other attorneys or staff as deemed appropriate and efficient; provided, that such other persons shall be under the supervision of Mr. Carroll.

The County and the Law Firm acknowledge that there are a wide range of factors that will influence the total compensation for work performed pursuant to this Agreement. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time.

County shall reimburse the Law Firm for the actual, reasonable, and necessary expense of travel at the business mileage rate authorized by IRS. Other travel expense, such as parking or meals and hotels costs, or any individual travel expense which will exceed \$250.00 must be approved by County Contract Administrator in advance. Reasonable, customary, and necessary litigation costs and expenses shall be advanced by the Law Firm and reimbursed by County. Reasonable, customary, and necessary litigation costs and expenses includes, but is not limited to, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, professional, mediator, arbitrator and/or special master fees. To aid in the preparation or presentation of County's case, it may become necessary for the Law Firm to hire expert witnesses, consultants, investigators, appraisers, and outsourced support services (such as eDiscovery). The Law Firm may retain any such experts on terms acceptable to the County, and County shall reimburse Law Firm for said expenses. Significant expenses may, upon prior arrangement and approval by County, be submitted to County for payment to such vendors, witnesses, consultants, or experts directly. The law firm shall include costs described in this paragraph in the billing statement and shall accompany that statement with documentation to identify the nature of the expense and the cost incurred.

At monthly intervals, the Law Firm shall submit to County itemized statements of services rendered and costs incurred. Such statements shall identify the nature of services rendered, e.g. whether it be research, investigation, consultation, discovery, trial etc; the name of the case or matter the services relate to; and specify the time expended in rendering such services, calculated in no larger than one-tenth (.10) hour increments. County agrees to pay the Law Firm within thirty (30) days of such bill or statement. Provided, however, that in Attorney's discretion, such statements need not be submitted until the total amount due exceeds five hundred (\$500.00)

dollars. The statement rendered to County shall contain a statement of all services provided under this Agreement since the last statement.

3. **County's Duties.** County agrees to be truthful with the Law Firm, to cooperate, to keep Law Firm informed of any information or developments relevant to the services being provided to County by Law Firm which may come to County's attention, to abide by this Agreement, to pay Law Firm's bills on time, and to keep Law Firm advised of County's address, telephone number, and whereabouts. County will assist the Law Firm in providing necessary information and documents and will appear when necessary at legal proceedings. Unless otherwise agreed, the contact person for County to whom the Law Firm may report and who has management and decision-making authority for County in all respects regarding the Client Matter is the Contract Administrator. Law Firm may rely on that person's instructions, decisions, and authorizations, without consulting with or obtaining the approval of any other person. It also will be that person's obligation to inform anyone else affiliated with County regarding the Client Matter including communications to or from Law Firm.

5. **Termination.** This Agreement shall be terminable by the County at any time and for any reason, or without cause. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time. Should funding not be made available, this Agreement shall be automatically terminated in its entirety. The Law Firm may terminate this Agreement upon sufficient written notice to County, made in such a manner so that the County shall not be prejudiced, but in no event less than thirty (30) day's written notice. Upon termination of this Agreement for any reason, attorney shall immediately cease all work, except as may be reasonably required to avoid prejudice to County which shall be immediately reported to County and within ten (10) days shall provide a final bill to County for all services rendered. The Law Firm shall take all steps necessary to ensure smooth transition to any other counsel which may be retained by County. The obligation of confidentiality shall continue and shall not terminate when this Agreement ends.

6. **Independent Contractor.** The Law Firm and all persons who perform services for or through the Law Firm pursuant to this Agreement shall be independent contractors and shall not be deemed to be employees of the County for any purpose. The Law Firm's services shall be under the general direction of the County Counsel, who shall also be responsible for administering this Agreement on behalf of the County.

7. **Standards of Performance.** The Law Firm and every employee thereof shall provide their services, advice, and any reports in full compliance with all applicable laws and professional standards. Law Firm represents that it is specially trained, experienced, expert, and competent to perform the services required under this Agreement and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Further, Law Firm certifies that it will not accept representation in any matters,

including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein,

8. **Qualifications.** The Law Firm certifies that it accepts this retention because it has the time, energy, skills, and ability necessary to perform the duties required in an efficient, trustworthy, professional, and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time critical. Law Firm is engaged by County for its unique qualifications and skills. Law Firm shall not subcontract, delegate, or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed by Law Firm without the prior written consent of County Counsel.

9. **Insurance & Disclosure.** The Law Firm shall maintain insurance in a form acceptable to County to be in full force and effect from the first day of the term of this Agreement, as set forth in paragraph 15. Pursuant to the requirements of California Business & Professions Code Section 6148, Law Firm specifically represents that it maintains current errors and omissions insurance applicable to the services to be rendered under this Agreement.

10. **Attorney-Client Relationship.** The Law Firm agrees that it will comply with all ethical duties, will maintain the integrity of the lawyer-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure. All documents and information obtained by or generated by Law Firm pursuant to this contract, all opinions and conclusions of Law Firm, any reports, information, data, statistics, forms, procedures, systems, studies, and all communications with County, are confidential. Law Firm agrees to take all steps reasonably necessary to maintain this confidentiality. Law Firm is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

11. **Ownership of Documents.** Upon written request, County is entitled to any files in the Law Firm's possession relating to the legal services performed by Law Firm for County, excluding Law Firm's internal accounting records and other documents not reasonably necessary to County's representation, subject to Law Firm's right to make copies of any files withdrawn by County and other limitations set forth herein. Once a matter is concluded, Law Firm will notify County and its physical files may be sent to storage offsite if County does not request them promptly. There may be an administrative cost for retrieving the files from offsite storage. Thus, it is recommended that County request the return of a file at the conclusion of a matter. Under Law Firm's document retention policy, Law Firm will destroy files five (5) years after a matter is concluded, unless other arrangements are made with County or Law Firm wishes to retain them.

All documents and other writings prepared by or for the Law Firm in the course of implementing this Agreement shall become the property of the County immediately and the County shall have the right to use such materials in its discretion without compensation to the Law Firm or any other party other than the compensation provided under this Agreement.

12. Conflict of Interest. Before accepting representation of County, the Law Firm has undertaken reasonable and customary efforts to determine whether there are any conflicts, potential conflicts of interest or adversity of positions between County and any other person or entity that would bar Law Firm from representing County in general or in the Client Matter. Law Firm has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California (“California Rules”). The parties agree that the California Rules, rather than the rules of any other jurisdiction, are applicable to County’s representation. In this engagement, Law Firm will represent only County and not any officers, directors, or employees of the County, or any commonly – owned corporations, limited liability companies, partnerships, or other entities (collectively, “Affiliates”). Therefore, County agrees that for conflict of interest purposes Law Firm may represent another client with interests adverse to any Affiliate without obtaining County’s consent, so long as such representation is not substantially related to Law Firm’s work for County.

Law Firm shall immediately notify County if any services to be performed under this Agreement involve an actual or potential conflict of interest under the California Rules, or under the provisions of Government Code section 1090 or the California Political Reform Act. Law Firm shall not engage in any activity under this Agreement that involves any actual or potential conflict of interest unless Law Firm first makes a full and complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from County.

13. Non-Discrimination and Statement of Compliance.

- A. Law Firm’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Law Firm has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.
- B. During the performance of this Agreement, Law Firm and its subconsultants shall not deny the Agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Law Firm and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Law Firm and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by County to implement such article. The applicable

regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- D. Law Firm shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- E. Law Firm and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Law Firm shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. Law Firm, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. Law Firm shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Law Firm shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. Law Firm, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

14. Debarment and Suspension

- A. Law Firm's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Law Firm or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and

- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

15. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying.

- A. Law Firm certifies, to the best of his or her knowledge and belief, that:
 - a. No State, Federal, or County appropriated funds have been paid or will be paid, by or on behalf of the Law Firm, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Law Firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. Law Firm also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

16. Title VI Assurances

During the performance of this Agreement, Law Firm, for itself, its assignees and successors in interest (hereinafter collectively referred to as Law Firm) agrees as follows:

- a. Compliance with Regulations: Law Firm shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be

amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: Law Firm, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Law Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Law Firm for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Law Firm of the Law Firm's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: Law Firm shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Law Firm is in the exclusive possession of another who fails or refuses to furnish this information, Law Firm shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Law Firm has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of Law Firm's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to Law Firm under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: Law Firm shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Law Firm shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Law Firm becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Law Firm

may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Law Firm may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, Law Firm, for itself, its assignees, and successors in interest (hereinafter referred to as “Law Firm”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

17. Audit. For the purpose of determining compliance with Gov. Code § 8546.7, Law Firm, Subconsultants, and County shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including Law Firm's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. County, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Law Firm, Subconsultants, and Law Firm's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. The Law Firm shall redact from any such documents as necessary to preserve attorney-client privilege, and in no event shall Law Firm be required to turn over a document that is protected by the attorney-client privilege.

18. Indemnity. To the fullest extent allowed by law, the Law Firm shall defend, indemnify, and hold harmless the County against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including reasonable attorneys' fees and costs incurred, which are claimed to or in any way arise out of, directly or indirectly, or are connected with: (1) any negligent act, whether passive or active, error or omission, or willful misconduct, of the Law Firm, its subcontractor(s), agents or employee(s) or any of these: or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Law Firm by this Agreement. This duty of Law Firm to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

19. State Filing. All independent consultants providing services to the County must file a State of California Form 590 certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California.

20. Proof of Insurance. During the term of this Agreement, Law Firm shall maintain in effect at their expense the following policies of insurance at minimum limits to be specified by County or by statute: Workers Compensation; Comprehensive General Liability, including endorsements for completed operations, contractual, independent contractors, broad form property damage and personal injury liability, \$500,000 each occurrence, \$1,000,000 aggregate for Bodily Injury/\$250,000 each occurrence for property damage/\$500,000 each occurrence, \$1,000,000 aggregate for personal injury; Automobile liability insurance is not required for the purposes of this agreement; Professional Liability (errors and omissions), \$500,000 per occurrence/\$1,000,000 aggregate. Law Firm will provide a listing of the above coverages, limits of liability and proof of coverage at the County's request.

21. Contract Administrator. For the purpose of administering this Agreement, the County shall be represented by its County Counsel, David Livingston, or successor or designee. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For County: David Livingston
County Counsel, El Dorado County
330 Fair Lane
Placerville, California 95667

For Law Firm: John Welsh
Burke, Williams & Sorensen, LLP
444 S. Flower Street, Suite 2400
Los Angeles, California 90071

22. Entire Agreement. This Agreement and any exhibits thereto are the entire agreement between the parties and they supersede all prior written or oral agreements or understandings between the parties. This Agreement may only be modified by mutual consent of the parties in writing fully executed by duly authorized officers of the parties.

Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Law Firm waives any removal rights it may have under Code of Civil Procedure section 394.

23. Term. This Agreement shall be effective on the date fully executed by all parties and shall cover services rendered started on April 23, 2026, or the first date that services are rendered as described in Paragraph 1, whichever is earlier. The Agreement shall remain in effect until terminated by either party, until all work contemplated hereunder shall be completed as determined by County Counsel, or until the Agreement expires by its own terms three years following the Effective Date, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Brooke Laine, Chair
Board of Supervisors
"County"


ATTEST:
Kim Dawson,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- BURKE, WILLIAMS AND SORENSON --

Dated: 05/05/26

By:  _____
John Welsh (May 5, 2026 12:11:10 PDT)

John J. Welsh, Managing Partner
California State Bar Number 152744
Burke, Williams & Sorenson, LLP.
"Law Firm"

Exhibit A, Burke, Williams & Sorensen Rate Schedule

Rates for Attorneys and other timekeepers.

\$400	Bryce Carroll and other Partners
\$325	Lyndon Chee and other Associates
\$175	Law Clerks
\$175	Paralegals