

**Lori G. London, Attorney at Law, LTD.**

**Indigent Defense Services**

**AGREEMENT FOR SERVICES #5951**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Lori G. London, Attorney at Law, Ltd., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1169 Ski Run Boulevard, Suite 3, South Lake Tahoe, California 96150 (hereinafter referred to as "Attorney");

**RECITALS**

**WHEREAS**, County has determined to provide defense counsel to indigent defendants for whom the Public Defender and/or the Alternate Public Defender has properly refused to represent by contracting for a set fee with a qualified attorney, who has agreed to accept their proportionate share of assigned conflict indigent defense cases;

**WHEREAS**, Attorney has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, persons charged with commission of a crime have a constitutional right to be represented by competent defense counsel;

**WHEREAS**, California Penal Code Section 987 provides that if a defendant is unable to employ counsel, the court shall assign counsel to defend him or her;

**WHEREAS**, California Penal Code Section 987.2(a)(3) provides that in a case where the court finds that because of a conflict of interest or other reasons, the Public Defender and the Alternate Public Defender have properly refused to represent a defendant in a criminal trial, proceeding or appeal, the court shall assign other counsel to represent the defendant;

**WHEREAS**, California Penal Code Section 987.2(b) provides that counsel assigned pursuant to Code Section 987.2(a) shall receive a reasonable sum for compensation and for necessary expenses, the amount of which shall be determined by the court, to be paid out of the general fund of the County; and the sum provided for

in subdivision (a) may be determined by contract between the court and one or more responsible attorneys after consultation with the board of supervisors as to the total amount of compensation and expenses to be paid, which shall be within the amount of funds allocated by the board of supervisors for the cost of assigned counsel in those cases;

**WHEREAS**, County has authority to enter into a contract for legal services pursuant to Government Code Section 31000;

**WHEREAS**, Attorney is willing, competent, and available to provide the legal and administrative services required of Attorney by this Agreement;

**WHEREAS**, the appellate court in Phillips v. Seeley (1974) 43 Cal.App.3d 104 held that the judicial act of assigning an attorney to represent an indigent defendant with knowledge of the compensation contract between the board of supervisors and that attorney constitutes judicial approval and ratification of the contract and recognition that the contract provides reasonable compensation to the attorney;

**NOW, THEREFORE**, in recognition of the above facts, the County and Attorney agree as follows:

**1. SCOPE OF WORK**

Attorney is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Attorney shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Attorney is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

Attorney is qualified and satisfies the minimum requirements for practicing law in the state of California as determined by the California Supreme Court.

A. Attorney shall administer, maintain, and provide legal representation in criminal, juvenile delinquency, and conservatorship proceedings to individuals identified as indigent, when such representation cannot be provided by the Public Defender and/or the Alternate Public Defender due to a legal conflict of interest as defined by the Rules of Professional Conduct 3.310 and Business and Professions Code § 6000 et seq. Attorney will be required to provide legal representation for indigent clients who:

- are defendants in a criminal case, including but not limited to the following types of cases:
  - Felony
  - Misdemeanor
  - Probation violation
  - Parole violation
  - Mandatory supervision and Post Release Community Supervision violations

- are juveniles in delinquency court proceedings;
- are conservatees in probate conservatorship cases and in mental health commitment/conservatorship cases;
- have been called to testify in Court proceedings and need to be advised regarding self-incrimination issues; and/or
- have, in any other case in which a Public Defender would be appointed, had legal counsel appointed by the Court, where a conflict of interest arises that would preclude representation of the client by the Public Defender or Alternate Public Defender.

B. Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Elvira Lua, Alternate Public Defender, or successor. In the event of a legal conflict of interest the Contract Administrator, or successor, will recuse themselves from administering the contract in those cases. The administration would then be transferred to a third party.

C. Attorney shall represent clients at all stages of the client's case. Each attorney assigned to a case must devote all the time and resources reasonably necessary for the diligent fulfillment of the duties of legal counsel as prescribed by law and the contract.

D. Attorney shall ensure provision of adequate coverage for all courtrooms, including establishing policies and procedures to avoid calendaring conflicts. Attorney shall notify the Contract Administrator two (2) court days prior to any calendar conflicts and if the Attorney cannot arrange for coverage. The notification shall include a justification as to why the calendar conflict occurred and what efforts were made for coverage.

This contract represents one of two such contracts for conflict representation services which contemplate a division of the assigned cases. At any time, should an attorney be unable to fulfill the requirements of the contract and be relieved of providing their services, the other contracted attorney will continue to provide services according to the terms of their respective contract and any amendments thereto. However, should the remaining contracted attorney be required to assume the caseload of the relieved attorney, in whole or in part, then the compensation normally due to the relieved attorney for such cases shall be proportionately shifted to the remaining attorney. The amount of the compensation shifted from the relieved attorney shall be reasonably determined by the Contract Administrator after notice and consultation with attorneys.

E. Attorney shall respond within seven (7) business days to issues and concerns from County, the County's Contract Administrator, and the Court related to the services provided by Attorney. The Contract Administrator will communicate to the Attorney if an earlier response is needed.

For correspondences or requests to the Contract Administrator, Attorney is responsible for determining the timeline for the request based on their need and will identify the date by when a response

from the Contract Administrator is needed. The Contract Administrator will make all reasonable attempts to meet the deadline requested by Attorney.

F. Attorney shall provide services to clients who use English as their second language and shall, upon **County's** Contract Administrator approval, exercise available resources to provide interpreter services to clients in accordance with Section 1(N) hereof.

G. Attorney shall provide administrative oversight over any support staff, or investigators working on their cases.

H. Attorney, when appointed to represent a particular client, must continue to represent that client unless relieved of the appointment by the Court.

I. Attorney may be permitted to engage in the private practice of law during the term of the contract provided that such private practice of law does not interfere with the performance of the duties and responsibilities imposed by the contract.

J. If the death penalty is sought in a case assigned to Attorney, Attorney must be qualified and competent to provide representation in a capital trial. (California Rules of Court, Rule 4.117)

K. If a conflict must be declared by Attorney, the Court shall appoint an attorney outside of this Agreement to represent all indigent defendants and additional funds will be dispersed by County directly to the attorney appointed on the case upon receipt and approval of an acceptable invoice and court order. Attorney will report conflicts in accordance with Section 1(P) hereof. Attorney shall promptly facilitate the transfer of the case to the new legal counsel.

L. If Attorney was formerly assigned to a case the Attorney will be required to provide legal representation in any subsequent proceedings for a client previously represented by that attorney and for whom the case was remanded by the appellate department of the Court or a higher court, unless such representation is precluded by law as determined by the Court.

M. Attorney shall provide, at **Attorney's** own cost and expense, all office space, furniture, equipment, supplies, libraries, telephone and facsimile service, clerical assistance, stenographic services, utilities, maintenance, supplies, materials, and personnel required for the provision of competent and effective services required under this contract.

N. **Other Litigation Expenses:** Other litigation expenses exceeding \$5,000 per case shall require **County's Contract Administrator's** written approval in advance. Other litigation expenses shall include, but not be limited to expert witness services, language translators, laboratory analysis, psychiatric evaluations, and other forensic services. Attorney shall work with **County's** Contract Administrator to exhaust resources available to the County, such as existing contracts with expert witnesses, transcribers, interpreters, private

investigators, and other such consultants, before procuring services outside of County resources. The \$5,000 minimum may be reviewed and adjusted at any time at **County's Contract Administrator's** sole discretion.

Attorney shall support any request for other litigation expenses with a written declaration stating that the services are reasonably necessary to provide a full and competent defense of the accused. Attorney shall take reasonable steps to minimize the costs of other litigation expenses, including but not limited to: obtaining **County's Contract Administrator** approval to procure services; utilizing existing contracts with expert witnesses, transcribers, interpreters, investigators, and other similar services; meeting and conferring with counsel for other defendants charged in the same case to prevent duplicative work orders and requests; making diligent efforts to identify providers that provide market rate services to similarly situated court appointed clients. Any and all invoices for other litigation expenses shall be promptly remitted directly to **County's Contract Administrator** by the Attorney. County will provide direct payment to the service providers within forty-five (45) days of receipt and approval of an appropriate invoice. Payment for these expenses has not been included in the total not to exceed amount of this contract and will not be issued against the contract.

Any notice provided under this provision shall be held by **County's Contract Administrator** and County in confidence. County hereby acknowledges that Attorney has an absolute duty of confidentiality to their clients, which includes keeping all strategies and tactics related to the client's defense a secret so as to not unfairly prejudice the client or deny the client the ability to receive a full and fair defense.

O. Attorney shall meet and confer with clients on a reasonable basis. This shall include meeting with clients in custodial facilities, in locked psychiatric placements, and in group homes whether in or out of County. Attorney shall be required to maintain a telephone answering machine or service when their offices are closed.

P. Attorney agrees to utilize Karpel Solutions or whichever system the County has in place at the time this agreement is in effect to submit a written caseload report to **County's Contract Administrator** for each quarter, within thirty (30) days following the last day of the quarter. The report must include:

1. Number of newly assigned cases per that quarter, date of appointment, case type, case names and case numbers;
2. Number of total open cases, including case type, case names, and case numbers;
3. Disposition of cases closed in that quarter, such as: jury trial, bench trial, plea, bench warrant issued, dismissal, retained private counsel, marsden motions, and number of conflicts declared;
4. Substitution of private counsel, missed appearances, ongoing cases motions filed, marsden motions hearings held, preliminary hearings done, court trials, jury trials, and client visits (custodial locations and state hospitals) for all cases with case names and case numbers;
5. List of ongoing cases, open date, charges, closed date, and dispositions;
6. Any other information requested by County or **County's Contract Administrator**.

Failure to submit required reports within the deadlines outlined may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted.

Q. Attorney is expected to appear with clients on any scheduled court calendar, including collaborative or specialty courts, when assigned unless its appearance has been excused by the judge handling that calendar or attorney has made arrangements for appropriate coverage.

R. This agreement shall specifically exclude representation of individuals charged in civil or quasi contempt action brought pursuant to Family Code § 290 and Code of Civil Procedure §§ 1209-1222.

S. All legal services required of Attorney by this Agreement shall be provided in a manner fully consistent with all applicable laws regarding the provisions of competent legal defense and with the Rules of Professional Conduct and other statutes, regulations, and rules of practice applicable to members of the State Bar of California.

T. Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. Attorney, at **Attorney's own cost**, shall pay for any Continuing Legal Education (CLE) required to stay abreast of developments in relevant law, procedure, and court rules and to remain eligible to continue to practice law in the state of California.

All of the services included in the Scope of Work are the responsibility of Attorney unless specifically described as a task or item of work to be provided by County.

## **2. COMPENSATION AND PAYMENT OF ADDITIONAL FUNDS**

A. **Compensation for Services:** Compensation for legal services in all assigned cases described herein, up to and including trials lasting three (3) calendar weeks per case, shall not exceed \$84,000 for the twelve (12) month contract term. County will issue a monthly payment of \$7,000 to handle all possible conflict cases heard in the South Lake Tahoe Branch of the El Dorado County Superior Court, as well as third and fourth level conflicts heard in West Slope Branches of the El Dorado County Superior Court. Payment will be made monthly and remitted to Attorney no later than the first business day of the month.

B. **Trials Exceeding Three (3) Weeks:** It is anticipated that the trial in an average case will not exceed three (3) calendar weeks. For the purpose of this section, a trial week will consist of a minimum of three (3) scheduled days of trial. If the trial in any individual assigned case exceeds three (3) calendar weeks, the Attorney shall notify **County's** Contract Administrator at the start of the fourth week. Attorney will be compensated at a rate of \$500 per additional scheduled trial day, and compensation shall not exceed \$1,500 per scheduled calendar week. Such compensation shall be billable at the conclusion of each month. Payment will be made within forty-five (45) days of County's receipt and approval of an acceptable invoice. Extended

trial payments cease when verdict is rendered, jury is discharged, or trial is concluded; whichever is earlier in time.

C. Extraordinary and Excluded Cases: In those rare instances of an assigned indigent defense case involving unusual circumstances that demand a truly extraordinary amount of legal work, Attorney may, upon notice to and approval by County's Contract Administrator, apply to the court by ex-parte application for order, an order declaring the case to be extraordinary. Once the case has been deemed extraordinary, Attorney shall provide a projection of required service in that case over the amount usually devoted to a normal case, as well as a projection of the cost. Attorney will be paid a rate not to exceed \$100 per hour, monthly and in arrears, within forty-five (45) days of County's receipt and approval of an acceptable invoice, for any service over the amount usually devoted to a normal case. There shall be no duplication or pyramiding of rates paid under this section. Attorney shall not be compensated for both the trial days exceeding three (3) weeks and the Extraordinary Case hourly rate. Compensation for extraordinary cases shall be invoiced by Attorney monthly in arrears and issued in accordance with this section; however, payment for these services has not been included in the total not to exceed amount of this contract and will not be issued against the contract.

All applications to the court for extraordinary pay in the following cases may only be made with prior County Contract Administrator approval involving Penal Code Sections: 37, 38, 182, 182.5, 187, 191.5, 192, 203, 205, 206, 207, 209, 209.5, 211, 215, 217.1, 218, 219, 220, 261, 264.1, 269, 273(a)(b), 285, 286, 288, 288(a), 289, 451, 455, 459 (1st Degree), 667.51(d), 667.6(a)(b)(c)(d), 667.61, 1026(all), 1026.5, 1606; Welfare & Institutions Code 6600; 3rd Strike Cases; Writs for Interlocutory Relief; or any other case for which the punishment includes life without the possibility of parole.

The mere fact that a case falls under one of the above code sections does not make it extraordinary and Attorney is expected to provide services under the contract for such cases without extraordinary pay under normal circumstances. The decision of County's Contract Administrator to approve a case as extraordinary is final and without recourse.

Death penalty cases are not included in the base compensation of this contract, so if Attorney is assigned and accepts a death penalty case then compensation for that case shall be separately negotiated with the County and County's Contract Administrator. Compensation for death penalty cases shall be invoiced by Attorney monthly in arrears and issued in accordance with this section; however, payment for these services has not been included in the total not to exceed amount of this contract and will not be issued against the contract.

D. Notwithstanding any other provision of this Agreement to the contrary, travel expenses are reimbursable in accordance with the current El Dorado County Board of Supervisors Travel Policy in effect at the time expenses are incurred. If the travel will exceed one hundred dollars (\$100) or require an overnight stay, prior authorization from the Contract Administrator is required. Attorney is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Attorney shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons

for not cancelling the room and **County's** Contract Administrator or designee has determined that the reasons are valid.

The total amount of this Agreement shall not exceed \$126,000, inclusive of all costs, taxes, and expenses.

### **3. ASSIGNMENT AND DELEGATION**

Attorney is engaged by County for its unique qualifications and skills as well as those of its personnel. Attorney shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

### **4. INDEPENDENT CONSULTANT**

To perform legal services under the coordination of the El Dorado County Office of the Alternate Public Defender, Attorney shall, for any and all relevant purposes, be deemed to be an Independent Contractor of El Dorado County and NOT an employee, officer or agent thereof, and the County and the Contract Administrator shall exercise control over Attorney as respect to the result and product of his or her work and not the method or processes for accomplishing same.

Attorney is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Attorney exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Attorney. Those persons will be entirely and exclusively under the direction, supervision, and control of Attorney.

Attorney shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Attorney provides for its employees.

Attorney acknowledges that it has no authority to bind the County or incur any obligations on behalf of the **County with regard to any matter, and shall not make any agreements or representations on the County's behalf.**

Attorney, including any subconsultant or employees of Attorney, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Attorney shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Attorney. Attorney shall not be subject to the work schedules or



vacation periods that apply to County employees. By executing this Agreement, Attorney expressly waives any and all claims to those benefits afforded to County employees.

**5. CONFIDENTIALITY**

Attorney shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Attorney, and all Attorney's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Alternate Public Defender's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

**6. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Counsel who shall put his/her decision in writing and mail a copy thereof to the addresses provided herein for notices to Attorney. The decision of the County Counsel shall be final for purposes of administrative review; Attorney shall diligently perform the duties required by this Agreement in accordance with the decision of the County Counsel.

**7. TERM AND TERMINATION**

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2021 through September 30, 2022. County will have the option for one (1) additional one (1) year term after the initial expiration date. Such option shall be on the same terms and conditions as provided herein unless otherwise amended by both parties in accordance with Article 8. County shall notify Attorney in writing approximately ninety (90) days prior to the expiration of the initial term, should County elect to exercise said option.

Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall thereupon have the right to terminate this Agreement.

Termination or Cancellation without Cause: County may terminate this agreement, in whole or in part, for convenience upon ten (10) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Attorney, and for any other services that County agrees, in writing to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total not-to-exceed amount of the Agreement. Upon receipt of a Notice of Termination, Attorney shall promptly discontinue all services affected, as of the effective date of termination set for in such Notice of Termination, unless the Notice directs otherwise.

**8. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**9. APPLICABLE LAWS**

In the performance of the services required by this Agreement, Attorney shall comply with all applicable Federal, State or County Statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in El Dorado County, California.

**10. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Alternate Public Defender's Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Elvira Lua-Ortiz  
Alternate Public Defender

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Attorney shall be addressed as follows:

Lori G. London, Attorney at Law, LTD.  
1169 Ski Run Boulevard, Suite 3  
South Lake Tahoe, California 96150

or to such other location as Attorney directs.

**11. ATTORNEY QUALIFICATIONS**

Attorney agrees not to accept appointments for matters for which it is not qualified. Attorney and all persons who perform services for or through Attorney shall exercise the care and judgment consistent with all

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Board of Supervisors  
"County"

Dated: 9-28-21

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 9-28-21

-- LORI G. LONDON, ATTORNEY AT LAW, LTD. --

By:   
Lori G. London (Sep 22, 2021 09:18 PDT)  
Lori G. London  
Chief Executive Officer and  
Chief Financial Officer  
"Attorney"

Dated: 09/22/2021



applicable professional standards in the performance of the services required by this Agreement. In some cases, Attorney may not be available to represent a client in an assigned case because such representation would violate the Canons of Professional Ethics, and in such event, Attorney will notify County's Contract Administrator of the conflict and will request that the Court alter the assignment of Attorney. If advance approval is not able to be obtained due to extenuating circumstances retro notification must be given to County's Contract Administrator.

## **12. INDEMNITY**

To the fullest extent permitted by law, Attorney shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Attorney or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Attorney to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **13. INSURANCE**

During the term of this Agreement, Attorney shall at all times maintain, at his or her expense, professional malpractice insurance in a minimum amount of \$100,000 per claim and \$300,000 per occurrence. Attorney shall submit proof of insurance acceptable to County at the commencement of this contract and annually thereafter.

## **14. STATUS OF ATTORNEY**

Attorney and those who perform services for or through Attorney are independent consultants, and no relationship of agency or employer-employee exists between County or Contract Administrator and Attorney or those who perform services for or through Attorney. Neither Attorney nor those who perform services for or through Attorney shall be entitled to any benefits payable to employees of County or County's Contract Administrator. Attorney has no right to act on behalf of County or County's Contract Administrator in any capacity whatsoever as an agent, or to bind County or County's Contract Administrator to any obligation whatsoever. County or County's Contract Administrator has no right to determine case assignments, nor to supervise or control the services provided by Attorney or those who perform services for or through Attorney under this Agreement. Attorney shall file a State of California Form 590 or County shall be required by law to withhold seven percent (7%) of each payment to attorney.

**15. WAIVER**

No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

**16. FORCE MAJEURE**

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**17. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Elvira Lua-Ortiz, Alternate Public Defender, or successor.

**18. LICENSES**

Attorney hereby represents and warrants that Attorney and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Attorney and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Attorney and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between County and Attorney and supersedes all prior negotiations, representations, of agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.