



County of Orange
Office of County Counsel
400 W. Civic Center Dr.
Santa Ana, CA 92701

<p>RESPONSES MUST BE RECEIVED ON OR BEFORE</p> <p><u>February 5, 2026, 5:00 P.M. Pacific</u> Date/Time</p> <p><u>025-2026-001-BW-RFQ</u> RFQ Number</p>

Date: January 7, 2026

**REQUEST FOR QUALIFICATIONS (RFQ)
COVER PAGE**

The Office of County Counsel ("County Counsel") of the County of Orange ("County") is seeking responses from attorneys and law firms to this RFQ to provide legal services to the Board of Supervisors for the County of Orange ("Board"), and in the Board's capacity as governing board of the Orange County Flood Control District ("District"). (County Counsel, County and District will sometimes be referred to collectively herein as "County").

Responses must be received by Friday, February 5, 2026 by 5:00 P.M. Pacific. See complete instructions in Sections IV and V below.

Note: This is a fully electronic Request for Qualifications (RFQ). Respondents must submit their proposals online via County's online bidding system. Only electronic proposals will be accepted. Facsimile and e-mail proposals will NOT be allowed. For assistance on uploading proposals via County's online bidding system, please contact procurement-support@opengov.com or <https://help.procurement.opengov.com/en/> All questions and inquiries related to this RFQ must be directed to Brenda Weaver, hereinafter also referred to as Deputy Purchasing Agent, via e-mail through OpenGov at [OpenGov.com](https://www.opengov.com) (RFQ# 025-2026-001-BW-RFQ) by February 4, 2026. For OpenGov assistance, contact OpenGov Vendor Support Team at [OpenGov.com](https://www.opengov.com) > Visit Help Center > Contact Support. Responders are not to contact any other County personnel with any questions or clarifications concerning this RFQ.

The Deputy Purchasing Agent shall provide all official communication concerning this RFQ; any response other than from the Deputy Purchasing Agent and in writing shall be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS RFQ, AND TO THE TERMS, CONDITIONS, AND ATTACHMENT REFERENCED HEREIN.		
Firm Legal Name		Date
Authorized Signature	Print Name	Title
Authorized Signature	Print Name	Title

NOTE: If the firm is a corporation two signatures are required: one signature by the Chairman of the Board, President, or any Vice President; and one signature by the Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. If signed by one authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required to be attached to this Cover Page.

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I. Background

County Counsel is seeking qualified outside counsel to provide real property and related legal services to assist the County and District related to (1) real property matters, including, but not limited to, real estate transactions, leasing (both landlord and tenant issues), licensing, title matters, real estate development, financing, acquisitions, dispositions, public-private partnerships, alternative energy related transactions, federal or state tax code implications, title insurance and survey, environmental matters (including Natural Communities Conservation Plan/Habitat Conservation Plan and state/federal Endangered Species Act), matters concerning California Coastal Commission jurisdiction, construction contracts, California Environmental Quality Act, zoning and entitlement matters (“Real Property Legal Services”); and (2) real property acquisition and eminent domain related advisory and litigation services (“Eminent Domain Legal Services”). County Counsel is seeking Statement of Qualification (“SOQ”) from qualified and responsible attorneys or law firms who are willing to enter into the County’s standard Legal Services Agreement (the form of which is attached hereto as **Attachment E**) and to perform the necessary legal services described herein. Interested attorneys or law firms may submit information requested in response to this RFQ.

Responsive attorneys or law firms will have the option to submit proposals for (1) Real Property Legal Services; (2) Eminent Domain Legal Services; or (3) both Real Property Legal Services and Eminent Domain Legal Services. Applying for (1) or (2) or (3) will have no bearing, positive or negative, on the selection process. Therefore, it is beneficial for respondents to apply for multiple areas of service if qualified.

II. Scope of Service

A. Real Property Legal Services

The attorney(s) or law firm(s) will be required to provide the personnel and all necessary support and equipment, including computer hardware and software, sufficient and adequate to perform the services described herein. The firm will need to prepare written interim and final reports, updates, and summaries for each phase of work as requested by the assigned Deputy County Counsel.

In its SOQ, each attorney or firm shall demonstrate qualifications that shall include, but not be limited to, an understanding of any applicable federal and/or state laws in the area of law applicable to the Real Property Legal Services.

The selected attorney(s) or law firm(s) will be required to perform all required legal services in the areas of law described above, including but not limited to any or all of the following services and others as directed by the assigned Deputy County Counsel (“Scope of Services”):

1. Perform all normal and customary duties required of special counsel in connection with the Real Property Legal Services.

2. Advise County and District staff as to procedures, legality of documents, policy concerns, and legal implications concerning Real Property Legal Services.
3. Advise County and District regarding the requirements of environmental and other state and federal laws relevant to real property interests and businesses as related to Real Property Legal Services.
4. Assist County and District in negotiation, drafting and implementation of contracts, relocation agreements, correspondence and related documents.
5. Attend meetings of the Board of Supervisors and relevant staff meetings as requested by County Counsel.
6. Prepare opinions, submissions, resolutions, notices, pleadings, and other legal documents necessary for the Real Property Legal Services.
7. Provide representation in hearings, arbitrations, mediations, and any litigation involving the County or District as applicable to the Real Property Legal Services.

B. Eminent Domain Legal Services

The attorney(s) or law firm(s) will be required to provide the personnel and all necessary support and equipment, including computer hardware and software, sufficient and adequate to perform the services described herein. The firm will need to prepare written interim and final reports, updates, and summaries for each phase of work as requested by the assigned Deputy County Counsel.

In its SOQ, each attorney or firm shall demonstrate qualifications that shall include, but not be limited to, an understanding of any applicable federal and/or state laws in the area of law applicable to the Eminent Domain Legal Services.

The selected attorney(s) or law firm(s) will be required to perform all required legal services in the areas of law described above, including but not limited to any or all of the following services and others as directed by the assigned Deputy County Counsel ("Scope of Services"):

1. Perform all normal and customary duties required of special counsel in connection with the Eminent Domain Legal Services.
2. Advise County and District staff as to procedures, legality of documents, policy concerns, and legal implications concerning real property acquisition activities and Eminent Domain Legal Services.

3. Advise County and District regarding the requirements of eminent domain, relocation, environmental, and other state and federal laws relevant to real property interests and businesses to be acquired.
4. Assist County and District in negotiation, drafting and implementation of acquisition contracts, relocation agreements, correspondence and related documents.
5. Attend meetings of the Board of Supervisors and relevant staff meetings as requested by County Counsel.
6. Prepare opinions, submissions, resolutions, notices, pleadings, and other legal documents necessary for the acquisition of real property and other interests as well as any other legal documents necessary for Eminent Domain Legal Services.
7. Provide representation in hearings, arbitrations, mediations, and any eminent domain related litigation involving the County or District as applicable.

III. Anticipated Timeline of RFQ Process

Jan. 2026	Open RFQ for County and OCFCD
Jan. 2026 – Mar. 2026	RFQ Response Evaluation Process
Mar. 2026 – Apr. 2026	County and OCFCD contract negotiations
Apr. 2026	Prepare for and present to Board for approval re: County and OCFCD Professional Legal Services contract.
May 2026	Board approval of contract for Professional Legal Services.
Jul. 2026	New County and OCFCD Professional Legal Services contract begins.

IV. RFQ Response Submittal Requirements and Instructions

Attorney(s) and law firm(s) qualified and interested in performing the tasks generally described

above, **must submit a signed Cover Page, responses to items 1-6 as requested** below, **Attachment A** (General Information Sheet) and **Attachment B** (Listing of Significant Matters Within the Last 10 years). Firms applying for both Eminent Domain Legal Services and Real Estate Legal Services should submit a **single response**, and that response must clearly address and cover **both practice areas**. When completing the response sections, firms should ensure that all narrative responses and uploaded materials reflect their qualifications, experience, and approach for **each** practice area. Each section should be completed **once**, with information applicable to both services where relevant. Each submission must be complete for the application to be deemed responsive. **Clearly mark the submission for either “Real Property Legal Services” or “Eminent Domain Legal Services”**. The SOQ each attorney or firm submits is limited to 10 pages (excluding attachments). Resumes, copies of licenses/certifications, lists of clients, etc. may be appended to the SOQ and will not be included in the 10-page limit.

No schedule of rates or fees shall be due at this time (as described below, attorney rates and fees will be collected from finalists who are invited to interview), and inclusion of such information may result in no further consideration of the attorney or law firm’s proposal.

It is imperative that responders comply exactly and completely with the instructions set forth herein. Failure to follow the required format may result in disqualification. Clearly identified proposals are due on or before **February 5, 2026 by 5:00 P.M.** Pacific Standard Time.

Note: Allow sufficient time to upload all required files. The County’s eProcurement Portal will not allow any uploads after the due date and time specified herein.

a. Proposals are to be uploaded via the County’s Online Bidding System at <https://procurement.opengov.com/portal/ocgov>

Note: This is a fully electronic Request for Proposals (RFP). Respondents must submit their proposals online via County’s online bidding system. Only electronic proposals will be accepted. Facsimile and e-mail proposals will NOT be allowed. For assistance on uploading proposals via County’s online bidding system, please contact procurement-support@opengov.com or <https://help.procurement.opengov.com/en/>

b. Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a response to this Request for Proposals is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Purchasing Agent (DPA) via the County’s online bidding system under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, an addendum shall be issued, and the information will be posted via the County’s online bidding system. Any interpretation of, or correction to, this solicitation shall be issued by the DPA. It is the responsibility of each Respondent to periodically check the County’s online bidding

system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, proposers must acknowledge the addendum via the County's eProcurement Portal.

All questions or requests for interpretations must be received on **Monday, February 2, 2026, before 2:00 pm** as specified in the solicitation. Respondents are not to contact other County personnel with any questions or clarifications concerning this RFQ.

The DPA will provide all official communication concerning this RFQ. Any County response relevant to this RFQ other than through or approved by the DPA is unauthorized and will be considered invalid.

c. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.

d. Each Respondent must submit their proposal electronically via the County's Online Bidding System at <https://procurement.opengov.com/portal/ocgov>

e. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in the Proposal Response Requirements Section. It is imperative that all Respondents comply, exactly and completely, with the instructions set forth herein. All responses to this RFQ shall be type written or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response if the material is included in the same section as additional information.

f. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any Proposal so marked. All Proposals and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 6250 et seq.) ("PRA") and will be disclosed or withheld in accordance therewith. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.

Respondents should not request that certain information be treated as exempt, and statements in the Proposals should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be absolutely necessary, Respondents have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.

g. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected. This obligation shall apply to the Respondent, the Respondent's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in Proposal. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected.

Respondent, its employees and/or consultants may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

h. By submitting a Proposal, the Respondent represents that it thoroughly examined the County's requirements, is familiar with the services required under this RFQ and is qualified and capable of providing the services to achieve the County's objectives.

i. Each Respondent must submit its Proposal in strict accordance with all requirements of this RFQ and compliance must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items on additional information section for the County's consideration as specified in the Proposal Response Requirements Section, "Statement of Compliance."

j. Pre-contractual expenses are not to be included in the Cost Proposal and/or Cost/Compensation. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its Proposal in response to this RFQ; b) submitting that Proposal to the County; c) negotiating with the County any matter related to the Respondent's Proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.

k. Any Proposal may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the RFQ. Failure to comply with the technical features and acknowledgment of receipt of addenda are common causes for holding a Proposal nonresponsive.

l. Where two or more Respondents desire to submit a single Proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.

m. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

n. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

o. If applicable, the County requires a valid UEI number prior to Contract Award. If needed, your company may obtain one at no cost at www.usfcr.com. If you are unable to provide/obtain a UEI number, please indicate so in your proposal submission response.

p. County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFQ in whole or part at any time without prior notice (the County makes no representations that any Contract will be awarded to any Respondent responding to this RFQ); c) award to one Respondent or a slate of Respondents; d) reject any submission if it is conditional, incomplete or deviates significantly from the services requested in this RFQ.

The proposals must include responses to items (1)-(6) below:

(1) General Information

Completed General Information Sheet, **Attachment A**, attached hereto. The sheet must list a lead attorney who has primary responsibility for the work. Agreement terms shall not permit substitution of lead attorney(s) without prior written approval by County Counsel.

(2) Qualifications of Personnel

Description of the qualifications of all professional personnel who will be assigned to perform work under a Legal Services Agreement with the County, a resume for each professional, and a statement indicating to what extent or percent each shall be assigned in performing the services described herein.

(3) Certification of Personnel

Certification letter signed by the principal attorney or principal of the firm verifying and certifying staff resumes, including the academic record, experience, and professional license of the lead lawyers and professional personnel identified in Items 1 and 2, above.

(4) Experience

A list of significant experience for the past ten (10) years in the area of expertise required and described herein, as to each of the professionals listed under item 1 and 2 above who will perform any component of County and District professional legal services, as well as those professionals who will directly be responsible for their work product. This list must include, at a minimum, a description of the project, a summary of the work performed, the parties involved, and the outcome. The foregoing list and descriptions should demonstrate how the attorneys' experience relates to the components of the County and District professional legal services. **Attachment B (Listing of Significant Matters Within Last 10 Years)** may be used for this purpose or in the alternative the information may be submitted in narrative form.

(5) Attorney/Firm General Description

- 5.1.1. A short description of the office's/firm's organization, and an organizational chart identifying personnel listed in items (1) and (2), above.
- 5.1.2. A short description of the office's/firm's overall approach to the handling of matters related to the County and County professional legal services, including, if applicable, specific techniques that will be used, the office's/firm's existing practice areas, knowledge, and resources related to the County and District professional

legal services, and specific administrative and operational management expertise that will be employed. Describe the office's/firm's experience representing public agencies on matters related to the County and District professional legal services and.

- 5.1.3. Description of how the office/firm will approach and staff the representation of the County in connection with the County and District professional legal services.

(6) Conflict of Interest

- 6.1.1. Disclosure of any financial, business, professional, or other relationship the attorney(s) or firm has with any person or entity that is in a position adverse to the County and District.
- 6.1.2. Description of the attorney's/firm's system for identifying possible conflicts of interest/adverse interest and disclosure of any possible conflicts of interest/adverse interests related to the scope of services described herein. The attorney/firm must have a system to identify possible conflict of interests and notify County Counsel of these conflicts at the earliest possible opportunity so as to avoid any possible prejudice to the County.
- 6.1.3. Description of the attorney's/firm's proposed plan and approach for addressing (a) actual and (b) potential, conflicts of interest/representations of clients with interests adverse to the County that might arise while providing the services described herein.
- 6.1.4. Provision of a statement acknowledging that the attorney or law firm will comply with the County of Orange Campaign Contribution Disclosure Form, **Attachment C (County of Orange Campaign Contribution Disclosure Form)** attached hereto.

V. Selection Process

Proposals meeting the submittal requirements will be evaluated by a review panel. The County makes no guarantee as to the usage of the services, and furthermore makes no representation that any contract shall be awarded to any person or entity who submits a proposal.

Selection of attorney(s) or law firm(s) will be a four-step process.

1. Step One – Proposal screening by a review panel

- 1.1.1. Names of the review panel members will not be revealed to the attorneys or law firms prior to interviews. Responders shall not ask, either directly or indirectly, for the name of the panel members. Individual or composite scoring by the review panel members shall not be revealed.
- 1.1.2. Each review panel member shall separately and independently review the written

proposals and assign a raw score for each category identified on the **Attachment D (RFQ Sample Evaluation/Scoring of Written Submissions)** attached hereto, based on and in accordance with the criteria, scoring system, and weighting described on **Attachment E**. The review panel members' individual weighted scores for each proposal shall be added together to arrive at a cumulative total weighted score for each written proposal.

2. Step Two – Referral to Oral Presentation/Interview

- 2.1.1. Based solely on the highest cumulative total weighted score of written proposals from Step One, a list of finalists (no more than six (6)), shall be generated and finalists shall be notified when their oral presentations and interviews are scheduled.
- 2.1.2. Finalists shall be interviewed by the review panel using the same set of primary questions to be posed to all finalists, with any reasonable and necessary follow-up questions on each issue. Finalists shall also be given an opportunity to make an opening presentation of approximately 15 minutes unless notified otherwise as to the presentation's length. Adequate notice of any modification of the presentation's permitted length shall be provided prior to the interview. Principal attorneys or principal team members of the firm should participate in the interview, and the proposed lead attorney or project manager should lead the presentation. Finalists will be asked to bring to the interview, in a sealed envelope, a list of proposed billing rates to be charged for the following categories of professionals: Lead Attorney, Partner, Senior Associate, Associate, Paralegal, and Law Clerk. The proposed rates must include all possible discounts and be the lowest possible rates, including proposed blended rates if applicable, the attorney or law firm can offer to the County as a public agency.

3. Step Three – Total Scoring

Members of the review panel shall each independently score each finalist's responses and performance during the interviews based on a uniform scoring system, with the format, criteria and weighting of criteria to be decided by the review panel, tailored to fit the particular recruitment, prior to conducting any of the interviews. The weighting to be assigned to the scores received by the attorneys or firms on their written submissions relative to the scores they received during the interviews shall be decided upon by the review panel prior to conducting any interviews of the finalists. Each attorney's or firm's interview scores shall then be added to its total score from the proposal's written submissions. From those total scores, the review panel will derive a preliminary ranked list of the finalists from highest to lowest in their total weighted scores. The review panel may then discuss the outcome of the rankings and discuss whether any compelling reasons exist to adjust the rankings. As part of these discussions, the review panel members will review the proposed billing rates and discuss whether there exists any differences that might warrant any adjustment in the panel's final rankings of the attorneys or firms. The cost of the attorney's or law firm's services to the County is a factor that will be considered in arriving at the final rankings. To the extent necessary to ensure the accuracy and completeness of the County's evaluations and rankings, the County may seek clarification on information provided by the finalists prior to making its final rankings. Based on the review panel's scores and any adjustments which they agree on, the review

panel shall then issue a list of the finalists with their final rankings according to which attorney(s) or law firm(s) the panel believes best meet the County's requirements for counsel.

4. Step Four–Award Recommendation

Based on the review panel's final rankings, County Counsel will submit recommendations to the Board of Supervisors for the selection of a top-ranked attorney or law firm to represent the County, along with a detailed description, if applicable, of whether and why the review panel issued final rankings that varied in any manner from the raw cumulative scores of the finalists' total scores for proposal submissions and interviews.

VI. Other Procedural Information

1. The County's standard Agreement for Professional Legal Services (**Attachment E**) is attached for review. The attorneys or law firms are expected to agree to all the terms and conditions.
2. County Counsel reserves the right to negotiate modifications with any attorney or law firm as necessary to serve the best interests of the County. Any proposal response may be rejected if it is conditional, incomplete or deviates from specifications in this RFQ. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which County Counsel deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver shall not excuse an attorney or law firm from full compliance with all other components of the RFQ.
3. Nothing contained in this RFQ shall create any contractual relationship between the County and any responding attorney or law firm.
4. Attorneys and law firms are solely responsible for any costs incurred in the development and submission of the proposals or any other presentation in response to this RFQ.
5. By submitting a proposal, the submitting attorney or law firm agrees to waive any claim it has or may have against the County, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any proposal, the waiver or any requirements under the RFQ, the acceptance or rejection of any proposal, and/or the award of any contract.
6. Successful Respondent must complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A proposer's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.
7. Attorney(s) and law firm(s) responding with a proposal should be aware that execution of a contract and provision of legal services to the County may result in assigned attorneys becoming designated employees for the purposes of filing a Statement of Economic Interest (Form 700).

8. All proposals and billing rate information, if any, may be subject to public disclosure. Any information that a firm considers sensitive or confidential should be discussed orally at the interview and not deposited in writing with the County.

ATTACHMENT A TO RFQ NO. 025-2026-001-BW-RFQ

GENERAL INFORMATION SHEET

FOR EMINENT DOMAIN REQUEST FOR PROPOSAL

Please complete and place at the front of your Statement of Qualification. All information submitted with your Statement of Qualification will be maintained in confidence only to the extent permitted by state and federal law.

Legal Name of Attorney/Firm

Corporation Identification
Number and Federal Employer
Identification Number

Date

Address

Type of Organization (Partnership, Corporation, etc.)

Name of Lead Attorney, Title, State Bar Number

Name, Title and Telephone Number of Contact for this Proposal

Mailing Address of Contact Person

Listing of key support professionals proposed, and areas of responsibility:

ATTACHMENT B TO RFQ NO. 025-2026-001-BW-RFQ

All responders to this RFQ must complete this sheet and include it in their responses.

LISTING OF SIGNIFICANT MATTERS
WITHIN THE PAST TEN YEARS

<u>Matter</u>	<u>Public Entity (or other Client)</u>	<u>Status or Outcome</u>	<u>Comments*</u>
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*Include information requested in Item V.4. of the RFP as well as any other relevant information concerning the subject matter.

ATTACHMENT C TO RFQ NO. 025-2026-001-BW-RFQ

**COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the last 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes _____ No _____
- Subcontractor Yes _____ No _____
- The Applicant's agent/ or lobbyist Yes _____ No _____

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions within the last 12 months, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name, if applicable

Print Name of Applicant

ATTACHMENT D-1 TO RFQ NO. 025-2026-001-BW-RFQ

PROJECT: REAL PROPERTY LEGAL SERVICES
STATEMENT OF QUALIFICATIONS
[**SAMPLE**] EVALUATION/SCORING
OF WRITTEN SUBMISSIONS

ATTORNEY/FIRM: _____

EVALUATION CRITERIA	WEIGHT	SCORE (0-10)	WEIGHT X SCORE	COMMENTS
1. Compliance with RFQ Process (1 original, 8 copies, and 1 electronic copy on a CD, DVD, or flash drive of Proposal submitted; general information; qualifications of personnel; certification of personnel; experience; methodology; conflict of interest)	3			
2. Qualifications of Lead Attorney	10			
3. Qualifications of Other Personnel	7			
4. Relevant Experience in Specific Matters Related to the Subject of RFQ	10			
5. Special Legal Expertise	10			
6. Evaluation of Firm's Organization and Approach to Handling Similar Matters	8			
7. Evaluation of Proposed Staffing for Legal Services	7			
8. Evaluation of Disclosure of Conflicts of Interest and System of Recognizing and Avoiding Conflicts of interest	5			
TOTALS				

*Maximum total score = 600 pts.

Review Panel Member: _____

Date: _____

ATTACHMENT D-2 TO RFQ NO. 025-2026-001-BW-RFQ

PROJECT: EMINENT DOMAIN COUNSEL
STATEMENT OF QUALIFICATIONS
[SAMPLE] EVALUATION/SCORING
OF WRITTEN SUBMISSIONS

ATTORNEY/FIRM: _____

EVALUATION CRITERIA	WEIGHT	SCORE (0-5)	WEIGHT X SCORE	COMMENTS
1. COMPLIANCE WITH RFQ PROCESS (1 original, 8 copies, and 1 electronic copy on a CD, DVD, or flash drive of Proposal submitted; general information; qualifications of personnel; certification of personnel; experience; methodology; conflict of interest)	4			
2. Qualifications of Lead Attorney(s)	10			
3. Qualifications of Other Professional Personnel	4			
4. Experience and education in eminent domain (General)	6			
5. Number and types of eminent domain cases tried to verdict	8			
6. Evaluation of Public Works Projects Involved	4			
7. Experience in eminent domain matters in Orange, Riverside and San Bernardino Counties	4			

EVALUATION CRITERIA	WEIGHT	SCORE (0-5)	WEIGHT X SCORE	COMMENTS
8. Experience in eminent domain representing property owners	1			
9. Experience and knowledge of steps required for eminent domain (procedures, documents, policies, relocation assistance program, environmental, etc. experience)	6			
10. Evaluation of plans and procedures for handling eminent domain matters	8			
11. Experience with opposing counsel in eminent domain matters	4			
12. Experience with appraisers	4			
13. Evaluation of Attorney's or Firm's Organization and Approach to Handling Eminent Domain	8			
14. Evaluation of proposed staffing for projects and commitment to having key professional staff available	6			
15. Evaluation of conflicts of interest (representation of land owners or other entities in Orange, Riverside and San Bernardino Counties and other counties)	7			
16. Billing procedures (how time is recorded, increments of time charged, charges for copying and other clerical services, travel time, waiting time, etc.)	4			
17. Experience with ACOE and federal agencies	6			
	4			

EVALUATION CRITERIA	WEIGHT	SCORE (0-5)	WEIGHT X SCORE	COMMENTS
18. How attorney or firm will handle hazardous materials issue				
19. Exceptions taken to model contract	2			
TOTALS				

*Maximum total score = 500 pts.

Review Panel Member: _____

Date: _____

ATTACHMENT E TO RFQ NO. 025-2026-001-BW-RFQ

**AGREEMENT
FOR [LAW FIRM] FOR
PROFESSIONAL LEGAL SERVICES**

This Agreement for Professional Legal Services (this “Agreement”) is effective [date], by and between the County of Orange, a political subdivision of the State of California (the “County”), on the one hand, and [Law Firm], (“Attorneys”), on the other hand. 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;

WHEREAS, Attorneys provide professional legal services, and are particularly qualified to perform required services due to their 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 Services for this Agreement is attached hereto and incorporated herein by this reference as Attachment I.

2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Attachment II, which is attached hereto and incorporated herein by this reference and includes full compensation for providing all services performed under this Agreement. The approved personnel whose services will be provided by Attorneys under this Agreement and their respective hourly rates are set forth on Attachment II, which list of personnel may be amended from time to time as necessary by the Attorneys and the Office of the Orange County Counsel (“County Counsel”) through letter agreements. The approved hourly rates set forth in this Agreement, however, may not be amended or increased without approval of the County Board of Supervisors (“Board of Supervisors”).

3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment II hereto.

4. **Agreement Term:** The initial term of this Agreement is for three (3) years, effective [DATE], continuing for three (3) years from that date, unless earlier terminated by the County. The Agreement Term may be renewed for two (2) additional consecutive one (1) year terms, upon the mutual written agreement of the Parties. Renewal of the Agreement may require approval by the County Board of Supervisors. Permitted renewals of the Agreement provided in this paragraph 4 shall not result in any change in any other term, conditions, or provision of this Agreement.

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 of the State Bar of California (“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 government 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 given 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 Attorneys shall decline any such employment. The Board's authority to give the County's consent is not delegated to any officer or employee of the 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, Attorneys shall comply with such rules in security 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 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 or offer employment to 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 Counsel is the legally empowered legal representative of County and its officers and employees and Attorneys shall not without specific direction from the County Counsel communicate with, advise, or represent County officers or employees. This provision shall not apply to communications between Attorneys and Board of Supervisors members. 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 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 of 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. Attorneys may retain consultants or experts as provided in Attachment II.

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 documents 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, 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 15 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 Counsel. County Counsel's Supervising Attorney 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 Investigator for this Agreement shall be [name]. Attorneys' Supervising Investigator shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as or designate lead investigator ("Lead Investigator") for all activities performed under the scope of services described below. Designation of Supervising/Lead Investigator shall be subject to County Counsel's written approval. Any change in Attorneys' Supervising/Lead Investigator shall be first authorized in writing by County Counsel's Supervising Attorney.

County Counsel's designated Supervising Attorney under this Agreement shall be Massoud Shamel. County Counsel's Supervising Attorney shall have 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, and any change in Attorneys' Supervising Attorney or Lead Counsel. Whenever County Counsel designates a Supervising Attorney or change in Supervising Attorney, he, she or his or her designee shall notify Attorneys in writing.

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:** 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 performance of services

pursuant to this Agreement. If judgment is entered against Attorneys and County (or any County Indemnatee), 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.

16. **Insurance Provisions:** Prior to the provision of services under this Agreement, Attorneys agree to purchase all required insurance at Attorneys' expense and to deposit with the County Counsel, Certificates of Insurance, including all endorsements required herein, necessary to satisfy County Counsel's Supervising Attorney that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County Counsel during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Attorneys pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Attorney.

17. Attorneys shall ensure that all subcontractors performing work on behalf of Attorneys pursuant to this Agreement shall be covered under Attorneys' insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Attorneys. Attorneys shall not allow subcontractors to work if subcontractors have less than the level of coverage required by the County from Attorneys under this Agreement. It is the obligation of Attorneys to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Attorneys throughout the term of this Agreement for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Attorneys' current audited financial report. If Attorneys' SIR is approved, Attorneys, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

a) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Attorneys', its agents, employee's or subcontractor's performance of this Agreement, Attorneys shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

b) Attorneys' duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

c) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Attorneys' SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

d)

If the Attorneys' fail to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Attorneys shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials*,

officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

b) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Attorneys' insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Attorneys shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to the County. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the County may suspend or terminate this Agreement.

If Attorneys' Professional Liability is a "Claims-Made" policy, Attorneys shall agree to maintain coverage for two (2) years following the completion of the Agreement.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed in the Agreement.

If the Attorneys fail to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified firm.

The County expressly retains the right to require Attorneys to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect the County.

The County shall notify Attorneys in writing of changes in the insurance requirements. If Attorneys do not deposit copies of acceptable Certificates of Insurance and endorsements with the County incorporating such changes within thirty (30) days of receipt of such notice, this

Agreement may be in breach without further notice to Attorneys, and the County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Attorneys' liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

18. **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.

19. **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.

20. **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.

21. **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. Attorneys will be provided 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 Counsel's Supervising Attorney.

22. **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. County Counsel's Supervising Attorney 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 County Counsel's Supervising Attorney, 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 the 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 Counsel's Supervising Attorney with copies (electronic and hard copies) of all files and Attorneys 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. When instructed by County Counsel's Supervising Attorney, Attorneys shall file with the court the appropriate substitution of counsel.

23. **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
- c) Terminate the Agreement immediately, without penalty to the County.

24. **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 of any other different or subsequent breach.

25. **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.

26. **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.

For Attorneys: Name:
 Address:
 Attn:
 Phone:
 Fax:
 Email:

For County Name: Office of the Orange County Counsel
 Address: 400 W. Civic Center Dr. Ste. 202
 Santa Ana, CA 92701
 Attn: [Atty Name]
 Title: [Atty Title]
 Phone: (714) 834-3300
 Fax: (714) 560-4552
 Email: [Atty Email]

27. **Employee Eligibility Verification:** The Attorneys warrant that they fully comply with all Federal and State Statutes and regulations regarding the employment of aliens and others and that all Attorneys' employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Attorneys shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but no limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. The Attorneys shall retain all such documentation for all covered employees for the period prescribed by law. The Attorneys shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and County Indemnites from employer sanctions and any other liability which may be 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.

28. **Entire Agreement:** This Agreement including Attachments A, B, C, and D 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.

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

30. **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.

31. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the 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.

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

33. **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 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).

34. **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.

35. **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.

36. **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.

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

38. **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.

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.

41. **Counterparts and .pdf/Facsimile Signature:** This Agreement may be signed in counterparts, which together shall constitute one original, and such counterpart signature pages may be exchanged and compiled using facsimile and/or .pdf file versions, which shall be deemed to be original signatures.

SIGNATURES ON FOLLOWING PAGE

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

Dated: _____

County:

Leon J. Page

County Counsel

By: _____

Dated: _____

Attorneys:

[Attorney Name]

By: _____

Its: _____

and _____

Its: _____

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____

Dated: _____

**AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES
ATTACHMENT I – SCOPE OF SERVICES**

I. BACKGROUND

The County employs various licensed professionals, e.g., attorneys, physicians, nurses and veterinarians, whose work for the County is subject to review by their corresponding licensing boards and entities. Administrative proceedings may be brought against such licensed professionals by their corresponding licensing entities and boards for actions they take within the course and scope of their employment with the County. In those circumstances, the County's Board of Supervisors may authorize County Counsel to retain qualified and responsible attorneys or law firms to represent the employee(s). To that effect, County Counsel may retain the Attorneys' services upon authorization by the Board of Supervisors to represent County employees in the administrative proceedings.

II. ATTORNEYS' RESPONSIBILITIES

Attorneys shall be required to provide personnel and all necessary support, including computer hardware and software, sufficient to perform the services described herein. Attorneys may be asked to, and shall, prepare written interim and final reports, updates and summaries for each phase of work, as applicable for each representation.

The required services will include, but are not limited to, any or all of the following services as directed by the County:

1. Provide legal counsel and representation to County licensed employees during administrative proceedings, including, but not limited to, preparing and filing responsive documents, managing and directing discovery, hiring and preparing necessary experts, as well as participating in all hearings, motions, status conferences, settlement conferences, mediation, arbitration and trials.
2. Meet with County Counsel, members of the Board of Supervisors, County agencies and departments, or other County employees, as requested by County Counsel.
3. Provide the necessary representation by staff qualified to perform the legal tasks at the least costly billing category as is acceptable to County Counsel.
4. Provide within a reasonable time and without delay all legal services requested within or reasonably related to the description of the scope of services stated herein.
5. Obtain written approval of County Counsel prior to retaining any consultant or expert

witness.

6. Obtain written approval of County Counsel prior to undertaking legal research of more than 12 hours.
7. Obtain written of County Counsel prior to travel outside the counties of Orange, Los Angeles, Riverside, Imperial, Kern, San Bernardino, Ventura, Santa Barbara or San Diego.
8. Provide counsel and assist with settlement offers and negotiations; Obtain Board of Supervisors authorization prior to making any settlement proposal on the County's behalf or to the Court or any other party to a case or matter.

**Agreement
For
Professional Legal Services
Attachment II – Compensation, Invoicing and Payment**

I. Hourly Rate Schedule

Staffing Level	Hourly Rate
Lead Partner	
Partner	
Senior Associate	
Associate	
Paralegal	
Law Clerk	
Blended Rate	

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE ATTORNEY (INCLUDING ATTORNEYS' STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAN ONE ATTORNEY OR STAFF MEMBER ATTENDS ANY MATTER, THE COUNTY WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR ATTORNEY PRESENT. IN ADDITION, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING.

THE COUNTY WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING, REGARDLESS OF THE FORM OF TRANSPORTATION (AUTOMOBILE, AIR, ETC.).

II. Expenses

1. County will not reimburse Attorneys for any out-of-pocket expenses including, but not limited to:
 - a. Transcript fees.
 - b. Postage.

- c. Messenger service.
- d. Process service.
- e. Document reproduction by outside vendor.
- f. In-house document reproduction.
- g. Staff time or overtime for performing secretarial, clerical, or word processing functions.
- h. Charges for time spent to provide necessary information for County audits or billing inquiries.
- i. Charges for work performed which had not been authorized by County Counsel. Such work shall be a gratuitous effort by Attorneys.
- j. Mileage, travel expenses or telephone expenses.

III. **BILLINGS AND PAYMENTS**

A. **Billings**

Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered. The original billing statement(s) shall be submitted to:

County of Orange
 Office of the County Counsel
 400 W. Civic Center Dr. Ste. 202
 Santa Ana, California 92701
 ATTN: [***Insert County Counsel's Supervising Attorney***]

The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.

Each billing statement shall be identified by a unique number and shall be itemized to include:

1. Matter name and/or number.
2. Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal.
 - (i) Each activity shall be billed separately as a line item in a time reporting format acceptable to the County.
 - (ii) A detailed description of specific activities for each attorney and/or paralegal.
3. Total current and cumulative monthly fees billed for each staffing level.
4. Total current monthly expenses billed in the following categories:
 - i) Consultation, planning, and preparation
 - ii) RFP development, drafting, negotiations
 - iii) Other miscellaneous expenses.
5. Total cumulative expenses to date billed in (4) directly above.

Itemized receipts/backup documentation for reimbursable expenses must be submitted with the invoice.

B. Payments

The County shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to the County. The County shall make its best effort to process payments promptly after receiving Attorneys' monthly billing statement. The County shall not pay interest or finance charges on any outstanding balance(s).

**AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES
ATTACHMENT III - COMPENSATION, INVOICING AND PAYMENT**

A. Hourly Rate Authorization

Staffing Level	Hourly Rate
Senior Attorney	
Associate Attorney	
Practice Tech	
Paralegal	

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNSEL'S SUPERVISING ATTORNEY, THE COUNTY WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE INVESTIGATOR (INCLUDING ATTORNEYS STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAN ONE INVESTIGATOR ATTENDS ANY MATTER, THE COUNTY WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR INVESTIGATOR PRESENT.

THE COUNTY WILL NOT PAY ANY HOURLY RATE FOR TIME SPENT TRAVELING, REGARDLESS OF THE FORM OF TRANSPORTATION (AUTOMOBILE, AIR, ETC.). FOR POLICIES RELATED TO TRAVEL EXPENSE REIMBURSEMENT SEE SECTION B.2, BELOW.

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 Attorneys' 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 production. 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 County Counsel' prior approval. Such expenses include, but shall not be limited to:

- a) Consultants, up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.
- b) Expert witnesses up to \$150,000 per contract, unless otherwise authorized by the County Board of Supervisors.
- c) Travel outside the Counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego. Such extraordinary expenses shall be reimbursed at the IRS prevailing rate for mileage only.
- d) Legal services.
- e) Any expense item exceeding Five Hundred Dollars (\$500.00).

3. Non-Reimbursable expenses include, but shall 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) Charges for work performed which had not been authorized by County Counsel. Such work shall be gratuitous effort by Attorneys.
- d) Mileage, travel expenses or telephone expenses within the counties of Orange, Los Angeles, San Bernardino, Riverside, Imperial, Kern, Ventura, Santa Barbara and San Diego.

BILINGS AND PAYMENTS

C. Billings

1. Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered.
2. The original billing statement(s) and one copy shall be submitted to: County of Orange

Office of the County Counsel

Duane Torres, Accountant

County Administration North

400 W. Civic Center, Suite 202

Santa Ana, CA 92701

3. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.
4. Each billing statement shall be identified by a unique number and shall be itemized to include:
 - a) Matter or Case names and court number.
 - b) Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal.
 - 1) Each activity shall be billed separately as a line item in a time reporting format acceptable to County Counsel.
 - 2) A detailed description of specific activities for each attorney and/or paralegal.
 - c) Total current cumulative monthly fees billed for each staffing level.
 - d) Total current monthly expenses billed in the following categories:

- 1) Consultant and expert witness expenses;
- 2) Deposition and transcript expenses; and
- 3) Other miscellaneous expenses.

e) The total cumulative expenses to date billed in (d) directly above.

Itemized receipts/backup documentation for reimbursable expenses must be submitted with the invoice.

D. Payments

The County shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to the County. The County shall make its best effort to process payments promptly after receiving Attorneys' monthly billing statement. The County shall not pay interest or finance charges on any outstanding balance(s).

**AGREEMENT
FOR
PROFESSIONAL LEGAL SERVICES
ATTACHMENT IV – ATTORNEY’S 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 Investigator.

"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 the County."

DATE

SIGNATURE

NAME

TITLE
(Supervising/Lead Investigator)

ATTACHMENT F TO RFQ NO. 025-2026-001-BW-RFQ

**Agreement
For
Professional Legal Services
Orange County Child Support Enforcement Certification Requirements**

In order to enhance the child support collection efforts of the County's Child Support Services, all contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

In order to comply with child support enforcement requirements of the County, within ten (10) days of award of this Agreement, Attorneys agree to furnish the required Attorney data and certifications to _____, Deputy County Counsel.

Information provided herein shall be submitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the Office of County Counsel.

Failure of the Attorneys to submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Agreement.

The Attorneys may use the forms supplied herein to furnish required information listed above.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS FORM

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Note: If no individual owns ten (10) percent or more, write "NA"

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

CHILD SUPPORT ENFORCEMENT CERTIFICATE

"I certify that [INSERT NAME OF ATTORNEYS] is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of [INSERT AGREEMENT NAME] with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract without cost to the County."

Authorized Signature

Typed or Printed Name

Title