

**AGREEMENT BETWEEN COUNTY OF SAN MATEO  
AND THE LAW FIRM OF KERR & WAGSTAFFE**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2005, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"), and the law firm of KERR & WAGSTAFFE LLP (hereinafter referred to as "CONTRACTOR").

**W I T N E S S E T H**

**WHEREAS**, COUNTY requires outside legal services to assist in the representation of the COUNTY in the case of *Oscar Braun, et al. v. County of San Mateo*, United States District Court Case No. C05-01459 MJJ; and

**WHEREAS**, COUNTY wishes to hire the law firm of Kerr & Wagstaffe LLP to provide such services:

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. CONTRACTOR shall perform legal services and legal representation on behalf of the County of San Mateo and its officers and employees in the case of *Oscar Braun, et al. v. County of San Mateo*, No. C05-01459 MJJ.

CONTRACTOR shall assign James M. Wagstaffe and such other members of his staff who are qualified and competent to provide such legal services and legal representation, subject to consultation with the County Counsel's Office.

2. In consideration for the providing of such legal services as herein described, COUNTY shall pay CONTRACTOR at the following hourly rates:

Partners	[\$195 – \$300]
Associate attorneys	[\$95 – \$210]

Legal Assistants

[\$60 – \$80]

CONTRACTOR shall also be entitled to reimbursement for reasonably incurred costs. The maximum amount payable to CONTRACTOR under this Agreement shall be \$100,000, unless and until this Agreement is amended in writing to provide for a greater maximum amount.

3. In performing the legal services herein agreed upon, CONTRACTOR shall have the status of independent contractor and shall not be deemed to be an officer, employee or agent of the COUNTY.

4. CONTRACTOR shall not assign any of its rights or obligations herein contracted for without the consent of the COUNTY first having been obtained.

5. CONTRACTOR shall at all times keep a complete and thorough record of the services and time expended by CONTRACTOR and CONTRACTOR shall also make available to COUNTY for inspection purposes all of such records so maintained. COUNTY will pay upon billing by CONTRACTOR based upon time and service previously rendered.

6. CONTRACTOR shall keep in full force and effect during the term of this Agreement an errors and omissions insurance policy in the minimum of ONE MILLION DOLLARS (\$1,000,000.00).

7. In performing services under this Agreement, CONTRACTOR shall comply with all procedures established by the County Counsel's Office.

8. **Non-Discrimination.** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-

discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

9. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the

provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

10. Subject to the provisions of section 11 of this Agreement, the term of this Agreement shall be from April 28, 2005 until December 31, 2006.

11. This Agreement may be terminated by either party upon the giving of thirty (30) days written notice prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

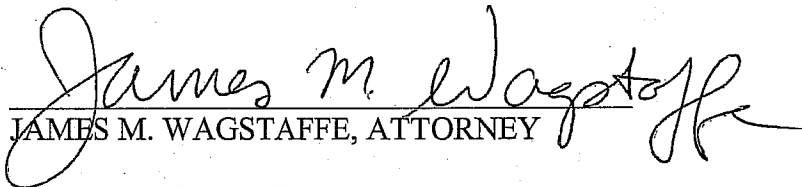
Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

\_\_\_\_\_  
RICH GORDON, PRESIDENT OF THE BOARD

Dated: May 11, 2005

KERR & WAGSTAFFE LLP

  
\_\_\_\_\_  
JAMES M. WAGSTAFFE, ATTORNEY

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