

MADERA COUNTY CONTRACT NO. _____
(Legal Services Agreement – Lozano Smith, LLP)

This **AGREEMENT** is made and entered into this 15th day of January, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California, ("COUNTY") and LOZANO SMITH, LLP (LAW FIRM).

AGREEMENT

1. **TERM.** The term of this Agreement shall be three (3) years from the date first stated above.

2. **SCOPE OF SERVICES.** LAW FIRM shall perform legal services as assigned by the Madera County Claims Review Committee or the Madera County Board of Supervisors, or as otherwise authorized by the COUNTY. Specifically, legal services under this Agreement shall be limited to matters involving litigation or similar services as assigned by COUNTY, and not specialized services as covered in a separate legal services Agreement with LAW FIRM.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Agreement, Contract Number 001 is incorporated herein by reference as if fully stated. LAW FIRM shall adhere to all terms and conditions of said Agreement, including but not limited to the Outside Counsel Guidelines and its attachments which are exhibits to the Agreement.

4. **COMPENSATION AND COSTS.** LAW FIRM shall receive compensation for all legal services rendered by attorneys under this Agreement in accordance with the following schedule:

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Attorneys not to exceed \$260/hour; Law Clerks and Paralegals not to exceed \$150/hour. Costs shall be billed in accordance with the Outside Counsel Guidelines and Master Agreement. Compensation received under this Agreement shall not be subject to any limits on compensation set forth in any separate legal services agreement with LAW FIRM.

5. **INSURANCE**. LAW FIRM, at its own cost and expense, shall procure and maintain professional malpractice insurance in an amount of not less than \$1 million dollars per occurrence and \$2 million dollars aggregate throughout the term of this Agreement. LAW FIRM shall provide proof of insurance to the COUNTY that meets the requirements of this section.

6. **NOTICES**. All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the U.S. mail, postage prepaid and addressed as follows:

COUNTY

Darin McCandless, Deputy CAO
County of Madera
200 West 4th Street, 4th Floor
Madera, CA 93637

CONTRACTOR

Lozano Smith, LLP
7404 N. Spalding
Fresno, CA 93720

With a Copy to:

Karen Scrivner, Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street, 4th Floor
Madera, CA 93637

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

LOZANO SMITH, LLP

Approved as to Legal Form:

By: *Karen M Rezendes*
(Signature)

Karen M. Rezendes
(Print Name)

By: *Darin McCandless*
Darin McCandless, Deputy County
Administrative Officer

Title: Managing Partner

ACCOUNT NUMBER(S)

