

AGREEMENT FOR LEGAL SERVICES

This Agreement For General Counsel Services ("Agreement") is entered into this 1st day of July, 2024, by and between the Orange County Sanitation District ("OC San"), a county sanitation district organized and existing under the County Sanitation District Act, Health & Safety Code §§ 4700 et seq., ("OC San"), and Woodruff & Smart, a professional corporation ("Woodruff"). OC San and Woodruff are sometimes individually referred to in this Agreement as each "Party" and collectively referred to as the "Parties."

RECITALS

A. OC San desires to retain Woodruff to provide legal services as may be requested by OC San. This Agreement establishes the terms and conditions that will govern OC San's retention of Woodruff.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Retention of Woodruff. OC San may retain Woodruff to perform legal counsel services. Woodruff may agree to perform such services.
2. Compensation/Annual Adjustment. OC San shall compensate Woodruff for the time that Woodruff's attorneys and paralegals spend on OC San matters based on the applicable hourly rates in effect at the time the work is performed. The current hourly rates for attorneys and paralegals working on OC San matters are listed on the Rate Schedule attached hereto as Exhibit A. Hourly billing rates shall be adjusted effective January 1 of each year in an amount equal to the percentage increase in the Consumer Price Index for the Los Angeles-Orange County Metropolitan area, all wages for the period of December 1 – November 30 of the prior year. Each hourly labor rate shall be rounded to the nearest one-dollar increment.
3. Costs and Disbursements. In addition to fees for professional services, Woodruff may incur costs and make disbursements on OC San's behalf. Possible costs and disbursements include filing fees, travel expenses, photocopying costs, and computerized legal research charges. Except for items listed on the attached Rate Schedule, expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.
4. Invoices. Woodruff will render invoices to OC San monthly for legal services, costs, and disbursements. The invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1-1/2%) per month, compounded monthly.
5. Term and Termination. The term of this Agreement shall commence on July 1, 2024. Either Party may terminate this Agreement at any time on thirty (30) days' notice to the other Party.

6. Insurance. Woodruff shall maintain, at its sole cost and expense, professional liability insurance coverage in the amount of five million dollars (\$5,000,000) per occurrence, and five million dollars (\$5,000,000) in the aggregate.

7. Status of Woodruff. It is understood and agreed that Woodruff is, and shall be, acting at all times as an independent contractor herein, and not as an employee of OC San.

8. Notices. Any notices between the parties hereto may be given by U.S. mail, addressed as follows:

To OC San:	Orange County Sanitation District 18480 Bandilier Circle Fountain Valley, CA 92708 Attention: Rob Thompson, General Manager
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To Woodruff	Woodruff & Smart 555 Anton Blvd., Suite 1200 Costa Mesa, CA 92626 Attention: Bradley R. Hogin, Esq.
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IN WITNESS WHEREOF, OC San and Woodruff have executed this Agreement as of the date first set forth above.

ORANGE COUNTY SANITATION DISTRICT

Approved as to form:

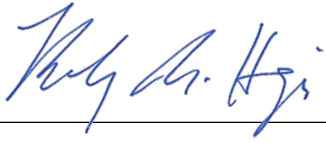
By: _____

Chad P. Wanke
Board Chairman

Alex Ackerman, Special Counsel
Alston & Bird

WOODRUFF, SPRADLIN & SMART

By: _____


Bradley R. Hogin, Esq.
Shareholder & Director

**EXHIBIT A
RATE SCHEDULE**

HOURLY RATES

Directors	\$500.00
Associates	\$400.00
Law Clerk	\$300.00
Paralegals	\$290.00

Time is billed in tenths of an hour (.1 hour).

EXPENSES

1. Costs advanced to third parties for clients will be billed at Woodruff's cost.
2. Costs incurred in-house will be billed at the following rates:
 - a. Photocopies \$.10/page
 - b. Extraordinary secretarial services \$40/hour
 - c. Mileage in accordance with the IRS Standard Mileage rate
3. Computerized legal research will be performed at client expense based on our cost.
5. Travel expenses will include lodging, meals, and transportation at the most reasonable rates available, taking advantage of all available discounts and special rates. These will only be incurred with the prior approval of the client.
6. Costs advanced will be itemized on the client bill.