

With regard to hourly work under subparagraphs 1.c. and 2., the Attorney will bill the County on a pro-rated hourly basis, in tenths of an hour, with a minimum charge of one-tenth of an hour, i.e., six (6) minutes. This includes telephone calls, preparing, dictating, filing, and reviewing letters, pleadings or other documents, legal research, negotiations, attendance at meetings, and any other legal services performed under the Contract.

3. Modification of Fees The County may **modify the fees** stated in paragraphs 1 and 2 above, upon thirty (30) days prior written notice to the Attorney. If the Attorney is unwilling to accept such modification(s), the Attorney may terminate the Contract upon written notice to the County delivered prior to the effective date of the modification(s).
4. Costs and Expenses For work performed under subparagraph 1.c. and paragraph 2. above, the County will pay the Attorney for the following **costs and expenses**:

Actual (not estimated) reasonable and necessary court filing fees, application fees, messenger services only upon prior approval of County Counsel, and other out-of-pocket costs which are customarily borne by the client of an attorney, including expert witness fees, but excluding out-of-pocket electronic research costs.

The Attorney may, however, require that expert(s) be retained by and paid directly by the County.

For work performed under subparagraphs 1.a. and 1.b. above, upon prior approval of County Counsel, the County will pay the Attorney for actual (not estimated) application fees, messenger services, and other out-of-pocket costs which are customarily borne by the client of an attorney.

5. Travel Time - Travel time shall not be reimbursable.