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AGREEMENT
FOR LEGAL AND OTHER PROFESSIONAL SERVICES
BETWEEN SAN DIEGO COUNTY WATER AUTHORITY
AND BROWNSTEIN HYATT FARBER SCHRECK, LLP
(FY 2011-2012 / 2012-2013)

This agreement is for continued provision of legal and other professional services to the San Diego County Water Authority ("Water Authority") by Brownstein Hyatt Farber Schreck, LLP ("Special Counsel").

GENERAL SCOPE OF WORK

1. Special Counsel will provide two classes of services, Regular Service under the supervision and direction of the Water Authority General Counsel, and Retainer Services under the supervision and direction of the Water Authority General Manager.

2. Regular Services include, without limitation, legal advice, counsel and representation of the Water Authority and its officers and employees, with respect to the following matters:

a. Performance, administration, implementation, amendment, or defense of the Quantification Settlement Agreement, and all contracts and agreements referenced therein or related thereto to which the Water Authority is a party or in which the Water Authority has a beneficial interest, and defense of all actions and decisions of the Water Authority relating to the approval thereof, including representation of the Water Authority in litigation, arbitration, or administrative proceedings;

b. Performance, administration, implementation, amendment or defense of the Agreement for Transfer of Conserved Water by and between Imperial Irrigation District and San Diego County Water Authority, dated April 29, 1998, as amended, including representation of the Water Authority in litigation, arbitration, or administrative proceedings;

c. Advise and counsel upon request or under supervision of the General Counsel with respect to litigation between the Water Authority and the Metropolitan Water District of Southern California; and

d. Other legal services as requested by the General Counsel provided Special Counsel consents in writing, including electronic mail, to provide such services.

Because of the variability of time and complexity of the issues within the scope of services, Special Counsel will consult regularly with the General Counsel regarding the appropriate level of effort to accomplish the work.

3. Retainer Services include, without limitation, advice, counsel and representation relating to MWD programs as follows:

- a. MWD Team Efforts: As part of the Water Authority MWD Team, prepare for and attend MWD Staff Team meetings and the monthly Board Officers/MWD Delegates meeting;
- b. MWD Meeting Preparation: Review MWD board agenda and reports, correspondence and background information;
- c. MWD Work Plan Updates and Implementation: Working under the general direction of the MWD Program Chief, prepare periodic updates, additions, or modifications of the strategic plan for advocating the Water Authority's interests as a member agency of MWD, and execute implementation actions as requested by the MWD Program Chief;
- d. Outreach, Advocacy and Contacts:
 - i. Communicate with MWD board members and staff, and other third parties as requested, regarding MWD activities, actions, policies and plans as they pertain to the Water Authority's MWD Work Plan and strategic objectives;
 - ii. Work with the Water Authority's MWD Delegates, Board Officers and staff to facilitate the authority's advocacy program, and local agency and stakeholders outreach as requested.
- e. Additional services as requested by the MWD Program Chief.

PROVISIONS APPLICABLE TO REGULAR SERVICES

4. Regular Services will be provided as directed by the General Counsel and coordinated through Special Counsel's managing partner, except that the General Counsel may direct services described in section 2. a. and b. directly through Scott Slater, or Lisabeth Rothman, or in section 2. c. directly through Christine Frahm.

5. The hourly rate for Regular Services by Special Counsel will be the rates in effect on June 30, 2011 under the agreement in effect on that date between the parties for professional services and on file with the General Counsel.

6. The Water Authority Standard Billing Guidelines for Legal Services attached hereto, are incorporated into this agreement by this reference, and shall apply to the provision of Regular Services.

PROVISIONS APPLICABLE TO RETAINER SERVICES

7. Retainer Services will be provided by Christine Frahm. The Water Authority's MWD Program Chief is the General Manager's representative for management of Retainer Services.

8. Retainer Services are subject to the following:

a. For all Retainer Services, Special Counsel shall receive a monthly fee of \$25,792. The retainer fee is full compensation for the Retainer Services including professional services, administrative and overhead costs; however, Special Counsel shall also be reimbursed, in arrears, for documented actual, necessary expenses incurred in connection with the provision of Retainer Services in accordance with the General Provisions Applicable to All Services.

b. Retainer Services are provided without regard to the amount of time actually spent on any particular assignment, but the parties assume an average monthly workload of approximately 62 hours. To effectively manage time within the expectation of the parties, Special Counsel will prepare and provide to the MWD Program Chief, on or before the first business day of each month, a confidential summary of work performed and time spent during the prior month.

c. In addition to the services provided under subparagraphs a. and b., at the direction of the MWD Program Chief, Special Counsel will provide up to 15 "full day" assignments at a discounted rate of \$2,500/day, plus documented actual, necessary expenses of travel and subsistence. "Full day" services will be limited to attendance at MWD meetings, meetings with MWD member agency representatives, meetings with MWD stakeholders, meetings with local, state, and federal representatives, and other similar "full day" activities outside San Diego County. "Full day" services will be provided without regard to the number of hours actually spent providing the services that day. Direction for "full day" service will be confirmed by the MWD Program Chief in writing or by email.

GENERAL PROVISIONS APPLICABLE TO ALL SERVICES

9. The monthly retainer fee is due as of the fifteenth day of each calendar month. Invoices for Retainer Services will be submitted to the MWD Program Chief, with a copy to the General Counsel, and include the retainer fee for the current month plus the amount of reimbursable expenses, if any, incurred during the prior month. All invoices for Regular Services will be submitted to the General Counsel. Except for payment of the monthly retainer, which is due on the fifteenth day of each calendar month, the Water Authority generally will process and pay bills within 30 days from receipt. For purposes of administering billing questions, issues and payment the General Counsel will coordinate with Special Counsel's Santa Barbara offices. Travel costs, including transportation and meals, will be reimbursed according to the Water Authority's policy for reimbursement of travel and meal expenses for employees, not to exceed actual cost.

Any travel with an estimated expense of \$500 or more requires advance approval of the General Counsel for Regular Services and the MWD Program Chief for Retainer Services. Travel expenses incurred for services within the county of the home office of the Special Counsel attorney or employee incurring the travel expense are not reimbursable.

10. Water Authority acknowledges that any oral or written estimate of fees for the engagement is only an estimate and the actual fees and costs of the engagement may vary materially from such estimate. Water Authority agrees to pay the actual fees and costs billed for the engagement. It is difficult to determine, at the beginning of a matter, the full extent of the appropriate and necessary legal services because much of Special Counsel's work may depend upon the responses of other parties or agencies, or upon facts not yet known. Special Counsel's services shall not be a fixed fee, but rather all work shall be billed on an hourly rate and the fees will be based on the time actually devoted to the matter including consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analysis, legal research and analysis, document preparation and revision, travel away from the office on the Water Authority's behalf, and all work related to the matter.

Special Counsel acknowledges that the Water Authority has retained its services to obtain the highest quality service at a reasonable price. Consequently, Special Counsel will endeavor to provide services as economically as reasonable, consistent with the provision of high caliber legal services and its professional responsibilities. Special Counsel hereby undertakes to diligently perform legal services more particularly described above. Although Special Counsel promises to perform its professional services to the best of its attorney's abilities, it cannot make and has not made any guarantees regarding the outcome. Expressions about the outcome of the matter are professional estimates only, and are limited by the knowledge at the time those expressions are made. Special Counsel will be compensated for the time and effort it devotes to a matter and not for any particular result.

11. Communications between Special Counsel and the Water Authority are privileged. Special Counsel will provide to the Water Authority upon request all information and material acquired and generated by Special Counsel during the course of Special Counsel's engagement, including work product, identities and opinions of consultants and expert witnesses, and any other information pertaining to this matter. Special Counsel agrees to protect confidential information and communications against disclosure, unless such disclosure is authorized in writing by the Water Authority General Manager or General Counsel or compelled by duly issued subpoena. Special Counsel shall advise the Water Authority of any request for disclosure of information or of any actual or potential disclosure of information. Special Counsel will protect such information using a reasonable degree of care as is used to protect its own confidential information of like nature. Special Counsel agrees to protect confidential information disclosed under this agreement in both (a) a tangible form, clearly labeled confidential at the time of disclosure, and (b) in non-tangible form, such as oral communications. This agreement covers all confidential information Special Counsel has obtained from the Water Authority before execution of the agreement and may obtain in the future. Special Counsel's obligations regarding confidential information shall survive the termination of this agreement. The provisions of this paragraph shall apply to all of Special Counsel's officers, employees and agents.

12. During the course of this engagement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Water Authority intends that these communications be and remain confidential unless disclosure is specifically and intentionally authorized by it. Also, Special Counsel and the Water Authority acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Special Counsel and the Water Authority take issues raised by these viruses seriously and have invested in document and e-mail scanning software that identifies and rejects files containing known viruses. Special Counsel agrees to update its system with the software vendor's most current releases at regular intervals. Because of operation of the virus scanning software the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

13. a. To the fullest extent permitted by law, Special Counsel shall (1) immediately defend, and (2) indemnify the Water Authority, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from the alleged negligent or wrongful act or omission of Special Counsel or its officers, employees, agents, or subcontractors relating to or arising from performance of services under this agreement. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Special Counsel's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party; provided, however, if it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Special Counsel's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.
- b. The duty to defend is a separate and distinct obligation from the Special Counsel's duty to indemnify. Special Counsel shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Water Authority, the Water Authority and its directors, officers, and employees, immediately upon tender to Special Counsel of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve Special Counsel from its separate and

distinct obligation to defend Water Authority. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Special Counsel asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Special Counsel may submit a claim to the Water Authority for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of the Special Counsel's work or work product by any indemnified party shall not affect, relieve or reduce Special Counsel's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

14. a. Without limitation of the provisions of this agreement relating to indemnification and defense, Special Counsel, at its expense, shall maintain in full force and effect during the period of performance of this agreement and for five years thereafter, professional malpractice insurance that covers the services provided pursuant to this agreement in the amount of not less than \$5,000,000, with an insurance carrier authorized to do business in California and approved by the Authority.

b. Special Counsel, at its expense, shall also maintain during the period of performance of this agreement and for three years thereafter, insurance as follows:

General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$1,000,000 per accident for personal injury, including death, and property damage.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California.

A deductible or retention may be utilized, subject to approval by the Water Authority.

c. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the Water Authority (including its directors, officers, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contain the provisions required by this

contract.

Special Counsel's insurance is primary to any other insurance available to the Water Authority with respect to any claim arising out of this agreement. Any insurance maintained by the Water Authority shall be excess of the Special Counsel's insurance and shall not contribute with it. Special Counsel's endorsement of insurance shall include a waiver of any rights of subrogation against the Water Authority, and its directors, officers, employees and agents.

Special Counsel's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the Water Authority, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

d. All insurance shall be provided by insurance companies authorized to do business in the State of California.

15. a. Special Counsel acknowledges and agrees to abide by the following provision of the Water Authority Administrative Code Section 2.24.010 that states:

“(a) It is the policy of the Authority to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly deny an Authority opportunity or benefit, discriminate against or harass, any Authority employee, applicant for employment, contractor, vendor, or recipient of Authority services on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly give preferential treatment to any applicant for employment, bidder, contractor, vendor, or recipient of Authority services on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

“(b) This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

“(c) Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Authority employment or contracting. Nothing in

this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

“(d) Nothing in this section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the Authority.”

b. Special Counsel agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990.

c. Special Counsel and its officers, employees, agents and subcontractors shall comply with the Water Authority’s Discrimination/Harassment Prohibition Policy in performance of this contract.

d. To the fullest extent permitted by law and without limitation by the provisions relating to insurance, the Special Counsel, shall also indemnify and defend, pursuant to Section 13, the Water Authority, and its directors, officers, employees and agents from and against all liability resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of Special Counsel or any of the Special Counsel’s officers, employees, contractors, or agents.

16. Special Counsel is an independent contractor. Neither it nor its officers, employees, subcontractors or agents are employees of the Water Authority for any purpose whatsoever. Special Counsel and its officers, employees, subcontractors and agents have no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the Water Authority, unless expressly authorized in a written document signed by the Authority’s General Manager or General Counsel.

17. Water Authority has determined, based on the scope of the services to be provided by Special Counsel, except with respect to Retainer Services, that this agreement does not confer on any of Special Counsel’s attorneys or other firm personnel status as a member, officer, employee or consultant of the Water Authority, a local governmental agency, for the purposes of the Authority’s Local Conflict of Interest Code and the California Political Reform Act. This agreement does not require or permit Special Counsel, or any of its attorneys or other personnel to make a governmental decision as specified in 2 Cal. Code of Regs. § 18701, subdiv. (a)(2)(A), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18701, subdiv. (a)(2)(B). Special Counsel agrees that it will not make representations inconsistent with the provisions of this section. With respect to Retainer Services, the Water Authority has determined, based on the scope of the Retainer Services under this contract, that Christine Frahm has the status of a “Consultant” of the Water Authority for the purposes of the Water Authority’s Local Conflict of Interest Code and the California Political Reform Act. Contractor will be subject to the same disclosure and disqualification requirements that apply to the MWD Program Chief under the Water Authority’s Local Conflict of Interest Code. The determination of “Consultant” status is

made as of July 1, 2011, which is deemed the date of assuming office for purposes of filing an assuming office disclosure statement under the Water Authority's Local Conflict of Interest Code.

18. Should the performance of Retainer Services, or other assigned services, require lobbyist registration under the Political Reform Act or local ordinance of a city or county (none presently are or are contemplated), Special Counsel shall be solely responsible for compliance with the Political Reform Act and other federal, state or local laws governing lobbying, including lobbyist registration and reporting requirements, necessary for the performance of Retainer Services pursuant to this agreement. Special Counsel shall keep records and assist the Water Authority in meeting any filing requirements imposed upon the Water Authority under the Political Reform Act or any other federal, state or local laws governing lobbying, including, without limitation, records necessary or convenient to the permit the Water Authority to file reports under Government Code §§ 86115, 86116 or 86116.5. Special Counsel agrees separately to account to the Water Authority each month for any Retainer Services work that is direct communication, other than administrative testimony, with one or more qualifying officials for the purpose of influencing legislative or administrative action. The accounting will be based on an hourly rate of \$416 for Retainer Services and the agreed hourly rate for other assigned services. The provisions of 2 Cal. Code of Reg. § 18239 shall apply to interpretation of this paragraph.

19. The confidential letter regarding conflicts of interest provided by Special Counsel dated June 22, 2011 and on file in the office of the General Counsel is acknowledged by the Authority. Special Counsel represents and warrants that nothing in any contract, express or implied, with any of its current clients requires Special Counsel to disclose any confidential information of the Water Authority. Except as otherwise stated in that letter, Special Counsel is unaware of any facts, to the best of Special Counsel's actual knowledge, that would require Special Counsel to believe it has or has had (a) any legal, business, financial, professional or personal relationship with any party, witness, person, or entity that would preclude Special Counsel from fully performing this agreement, or (b) any interest in the subject matter of this representation the disclosure of which is required by Rule 3-310.

20. Special Counsel will not use confidential information gained from the Water Authority for the benefit of another client, absent express written consent in each instance.

21. Special Counsel will provide to the General Counsel upon request all information and material acquired and generated by Special Counsel in the course of this matter, including work product, identities and opinions of consultants and expert witnesses, and any other information pertaining to this matter, at no additional charge for copying.

22. Special counsel will provide copies of all papers, pleadings, memoranda of points and authorities and other documents filed in this action to the General Counsel at no additional charge for copying. Upon request of the General Counsel, the documents shall be provided in an electronic document formatted in either Microsoft Word or in a format that may be opened and read by Microsoft Word software.

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23. The Water Authority reserves the right to discharge Special Counsel at any time upon delivery of a written notice. With respect to Retainer Services either party may terminate this agreement for convenience upon 60 days advance written notice to the other party. If services are terminated under this paragraph, the remainder of this agreement shall continue to govern the rights and obligations of the parties, except for the obligations to provide and pay for services.

24. The laws of the State of California govern this agreement. Venue for all purposes is in the State or Federal Courts located in the County of San Diego, California.

25. This agreement constitutes the entire agreement between the Water Authority and Special Counsel regarding the terms and conditions of this engagement. No other agreement or change or modification of this agreement will be enforceable unless it is in a writing signed by Special Counsel and the General Counsel, or other duly authorized Water Authority officer or employee.

26. Special Counsel shall not assign, delegate or subcontract this agreement, in whole or in part, without the express written consent of the General Counsel with respect to Regular Services or the General Manager with respect to Retainer Services.

27. This agreement may be executed in counterparts, which together will constitute the entire agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below, to be operative commencing on July 1, 2011.

San Diego County Water Authority

By: 

Daniel S. Hentschke

General Counsel

Dated: 6/28/2011

Brownstein Hyatt Farber Schreck, LLP

By: 

Robert Saperstein

Managing Partner

Dated: 6/28/11

STANDARD BILLING GUIDELINES FOR LEGAL SERVICES

1. Invoices shall be submitted monthly for services performed in the prior month. Except for representation provided in cases in which the General Counsel's Office is ethically disqualified, bills shall be submitted to the General Counsel. Except for cases where a disqualification exists, the General Counsel will review and approve, conditionally approve or disapprove all bills prior sending the bills to the Controller for payment. In the event of a disqualification of the General Counsel's Office, bills shall be submitted to the General Manager.

2. All billing shall be done in 0.10-hour increments.

3. Each bill shall include an invoice showing the amount of services rendered during the billing period, the fee for such services and the amount of reimbursable expenses. The invoice shall be accompanied by a separate invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work and itemized reimbursable expenses. The invoice support statement shall be marked "Confidential -- Attorney-Client Privilege." The invoice may be subject to disclosure pursuant to the California Public Records Act.

4. Each month's bill should include a total to date for attorneys' fees, other professional fees and costs. That total should provide, at a glance, the total fees and costs incurred to date for the case. This will facilitate our approach of cost-effective legal service management. If the totals cannot be produced by your computerized billing system, please provide the total-to-date information on the transmittal letter or other document submitted with the bill. If the totals to date are not provided, the bills will not be paid and they will be returned to you.

5. Special services such as mock appellate panels and other similar services shall be approved in advance by the General Counsel if the cost of such services is to be passed on to the Authority.

6. In-house photocopying charges are billable on a per-copy basis. The maximum charge is \$0.15 per page for the copying of documents less than 25 pages and \$0.10 per page for the copying of documents 25 pages or greater, including any time spent making the copies. We encourage you to use outside copying services, if the cost of doing so is less expensive to the Authority.

7. Long distance telephone, delivery service and postage charges are billable at actual cost. Charges associated with delivery of materials, service of subpoenas and other documents, and filing by messenger services may be billed at actual cost.

8. The Authority does not pay administrative charges, secretarial time or secretarial overtime, word processing charges, insurance costs and other similar charges. The Authority does not pay attorneys or paralegals for secretarial tasks or tasks that should be subsumed into overhead. For example, time spent faxing, mailing, arranging for messengers, file opening or file closing, and calendaring are not acceptable charges. Local, cellular phone, facsimile transmission expenses are considered administrative expenses.

9. Travel costs will be reimbursed at actual costs when approved in advance by the General Counsel. The policy for reimbursement of travel expenses of Authority executive level employees will apply to Special Counsel.

10. Meals are not billable to the Authority, except for meals necessarily incurred in connection with approved travel. The Authority pays for meals according to a policy applicable to Authority officers and employees. The Authority does not pay for alcoholic beverages.

11. The Authority generally will process and pay bills within 30 days from receipt.

12. The bills should list the names of each attorney or paralegal working on the matter. Each entry should delineate provide complete, brief descriptions of tasks performed and identify who has done what work via initials or some other method.

13. The Authority's auditors may send a request for an auditor response letter annually. Please respond to these promptly. The response should not take longer than 2.5 hours per case, although usually not more than one hour is required. In complicated cases where more than 2.5 hours is required, please contact the General Counsel before drafting your response. The response is billable. The response should be limited to providing only the specific information requested in accordance with the protocol referenced in the letter. Please indicate in the response that the information provided is confidential and shall not be disclosed by the auditor to any person other than designated officials of the Authority or used by the auditor for purposes other than preparation of the audit.

14. If applicable to this assignment, Special Counsel shall submit a cost budget to the General Counsel, within 5 days following receipt of a request by the General Counsel. The cost budget may be revised from time-to-time with the prior approval of the General Counsel. Expenditures should be consistent with the cost budget.