

**AGREEMENT FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY
AND THE LAW FIRM OF RENNE, SLOAN, HOLTZMAN & SAKAI, LLP,
A LIMITED LIABILITY PARTNERSHIP**

This Agreement is made and entered into between EL DORADO COUNTY ("COUNTY"), a governmental entity organized and existing under the laws of the State of California, and RENNE, SLOAN, HOLTZMAN & SAKAI, LLP, a Limited Liability Partnership, ("ATTORNEY"), a duly authorized law corporation to do business in the State of California, whose addresses are: 350 Sansome Street, Suite 300, San Francisco, California, 94104, and 980 9th Street, Suite 1600, Sacramento, California, 95814, effective October 23, 2007 in the matters described below for the performance of specified legal services for COUNTY.

1. **Scope of Services.** County hereby retains Attorney to advise, assist, and represent COUNTY in matters involving litigation regarding a COUNTY employee. The nature and scope of such services shall be as determined by the Office of County Counsel. Such services shall include and not be limited to representation of COUNTY in a hearing before the El Dorado County Civil Service Commission, and such additional services as authorized in writing by COUNTY. Attorney agrees to keep COUNTY fully informed in a timely manner of progress and developments in said matters and shall keep proper record to enable COUNTY to verify legal services. Such records and/or copies thereof shall be made available to COUNTY.

2. **Independent Contractor.** Attorney and all persons who perform services for or through Attorney pursuant to this Agreement shall be an independent contractor and shall not be deemed to be an employee of COUNTY for any purpose. Attorney's services shall be under the general direction of the County Counsel who shall also be responsible for administering this Agreement.

3. **Standards of Performance.** Attorney and every employee thereof shall provide their services, advice, and any reports in full compliance with all applicable law and professional standards. Attorney represents that it has expertise and competence to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Further, Attorney certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

4. **Compensation.** COUNTY shall compensate Attorney for professional services rendered at the respective hourly rates of the individuals employed by Attorney providing the services, as shown on the attached rate sheet. Tim Yeung shall be the attorney primarily responsible for the services to be provided under this agreement. COUNTY shall compensate Attorney for meals in accordance with Exhibit "A" marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. Attorney shall be paid by COUNTY at the hourly rate for time spent in travel, inclusive of all expenses. COUNTY will also reimburse for customary costs and disbursements incurred in the course of representation including computer assisted research, overnight delivery and messenger services, transcription services, mailing, photocopying. Expert consultants and witnesses may be retained by Attorney on terms acceptable to COUNTY. The costs of expert witnesses, if any, shall be approved by the COUNTY in advance.

Except as provided for herein, no other expenses shall be reimbursed by COUNTY.

ATTORNEY shall keep proper records to enable COUNTY to verify the services rendered, and such records shall be made reasonably available to COUNTY or its agents for inspection and audit.

5. **Billings.** ATTORNEY shall submit to COUNTY for County Counsel's review and approval a confidential itemized statement of services rendered and costs incurred under this Agreement monthly. Such statement shall describe the nature of the services rendered and specify the time expended in rendering such services, calculated in one-quarter (.25) hour segments, provided, however, that in ATTORNEY's discretion, such statements need not be submitted until the total amount due exceeds five hundred (\$500.00) dollars. COUNTY agrees to pay ATTORNEY within sixty (60) days of such bill or statement.

6. **Qualifications.** ATTORNEY certifies that it accepts this retention because it has the time, energy, skills, and ability necessary to perform the duties required in an efficient, trustworthy, professional, and business like manner. It is understood that the services under this Agreement must be provided immediately; and, that they are time critical. ATTORNEY is engaged by COUNTY for its unique qualifications and skills. ATTORNEY shall not subcontract, delegate, or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed in ATTORNEY's firm without consent of COUNTY. It is specifically agreed that a partner attorney of the firm will be primarily involved in the conduct of the work, and that Tim Yeung will be representing COUNTY at the El Dorado County Civil Service Commission hearing(s).

7. **Insurance.** ATTORNEY shall continuously maintain, and shall provide proof of insurance in a form acceptable to COUNTY to be in full force and effect from the first day of the term of this Agreement, as set forth below:

a.. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Law Firm as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

c. Automobile liability insurance of not less than \$500,000 is required in the event motor vehicles are used by ATTORNEY in the performance of the contract.

d. Professional liability (for example, malpractice insurance) covering services provided under this Agreement is required with a limit of liability not less than \$1,000,000 per occurrence.

e. ATTORNEY shall furnish a certificate of insurance satisfactory to the El Dorado COUNTY Risk Manager as evidence that the insurance required above is being maintained.

f. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

g. ATTORNEY agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, ATTORNEY agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and ATTORNEY agrees that no work or services shall be performed prior to the giving of such approval. In the event ATTORNEY fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

h. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) day prior written notice to the COUNTY; and

2. The COUNTY, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

i. ATTORNEY's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of ATTORNEY's insurance and shall not contribute with it.

j. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or ATTORNEY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

k. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

l. The insurance companies shall have no recourse against the COUNTY, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

m. ATTORNEY's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

n. In the event ATTORNEY cannot provide an occurrence policy, ATTORNEY shall provide insurance covering claims made as a result of performance of this Agreement for not less than three years following completion of performance of this Agreement.

o. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY either independently or in consultation with the Risk Management Division, as essential for protection of the COUNTY.

8. **Attorney-Client Relationship.** ATTORNEY agrees that it will comply with all ethical duties, will maintain the integrity of the attorney-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure. All documents and information obtained by or generated by ATTORNEY pursuant to this Agreement, all opinions and conclusions of ATTORNEY, any reports, information, data, statistics, forms, procedures, systems, studies and all communications with COUNTY, are confidential. ATTORNEY agrees to take all steps reasonably necessary to maintain this confidentiality. ATTORNEY is responsible for insuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

9. **Ownership of Documents.** All documents and writings prepared by or for ATTORNEY in the course of performing this Agreement shall become COUNTY's property immediately and COUNTY shall have the right to use such materials in its discretion without notice or compensation to ATTORNEY or anyone else other than compensation provided under this Agreement.

10. **Notification of Conflict.** ATTORNEY shall immediately notify COUNTY if any services to be performed under this Agreement involves an actual or potential conflict of interest, financial or otherwise. ATTORNEY shall not engage in any activity under this Agreement that

involves any actual or potential conflict of interest unless ATTORNEY first makes a full and complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from COUNTY.

11. **Indemnity.** ATTORNEY shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner, and shall be liable for its own negligence and the negligent acts of its employees. To the fullest extent allowed by law, ATTORNEY shall defend, indemnify, and hold harmless the COUNTY against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including reasonable attorneys' fees and costs incurred, which are claimed to or in any way arise out of, directly or indirectly, or are connected with: (1) any negligent act, whether passive or active, error or omission, or willful misconduct, of ATTORNEY, its subcontractor(s), agents or employee(s) or any of these; or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of ATTORNEY by this Agreement, except such loss, injury, or damage caused by acts or omissions of the officers, agents, or employees from any claim, loss or liability, including without limitation, those for personal injury (including death) or damage to property resulting from acts or omissions of COUNTY, or its officers, agents, or employees. This duty of ATTORNEY to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code section 2778.

12. **Term.** The term of this Agreement shall begin on the date first stated above, and shall remain in effect until terminated by COUNTY or ATTORNEY in accordance with this provision or until all work contemplated hereunder shall be completed. This Agreement shall be terminable by COUNTY at any time and for any reason, with or without cause. ATTORNEY may terminate this Agreement as permitted by the Rules of Professional Conduct of the State Bar of

California and upon sufficient written notice to COUNTY, made in such a manner so that the COUNTY shall not be prejudiced, but in no event less than thirty (30) days notice. Upon termination of this agreement for any reason, ATTORNEY shall immediately cease all work, except as may be reasonably required to avoid prejudice to COUNTY which shall be immediately reported to COUNTY, and within ten (10) days shall provide a final bill to COUNTY for all services rendered. ATTORNEY shall take all steps necessary to ensure smooth transition to any other counsel which may be retained by COUNTY. Funds budgeted for the purpose of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time. Should funding not be made available, this Agreement shall be automatically terminated in its entirety. The obligation of confidentiality shall continue and shall not terminate when this Agreement ends. ATTORNEY shall take all steps necessary to ensure smooth transition to any other counsel which may be designated by COUNTY.

13. **State Filing.** All independent consultants providing services to the COUNTY must file a State of California Form 590 certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. ATTORNEY will be required to submit a Form 590 prior to execution of this Agreement or COUNTY shall withhold seven (7) percent of each payment to be made to ATTORNEY during the term of this Agreement. ATTORNEY's taxpayer identification number is _____.

14. **Contract Administrator.** For the purpose of administering this Agreement, the COUNTY shall be represented by its County Counsel, Louis Green, or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For COUNTY: Louis Green, County Counsel
El Dorado County
330 Fair Lane
Placerville, California 95667

For ATTORNEY: Charles Sakai, Esq.
Tim Yeung, Esq.
350 Sansome Street, Suite 300
San Francisco, CA 94104
and
980 9th Street, Suite 1600
Sacramento, CA 95814

15. **Entire Agreement.** This Agreement and the exhibits thereto are the entire agreement between the parties and they supersede all prior written or oral agreements or understandings between the parties. This Agreement may be modified only with the consent of the parties in writing fully executed by duly authorized officers of the parties.

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16. **Venue.** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. In any action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees. ATTORNEY waives any removal rights it may have under Code of Civil Procedure Section 394.

Dated: _____

COUNTY OF EL DORADO

By: _____
HELEN BAUMANN
Chair, Board of Supervisors
"COUNTY"

ATTEST:
CINDY KECK
Clerk of the Board of Supervisors

By _____
Deputy Clerk

Dated: _____

RENNE, SLOAN, HOLTZMAN & SAKAI, LLP,
A LIMITED LIABILITY PARTNERSHIP

By: _____
CHARLES D. SAKAI, ESQ.
California State Bar #173726
"ATTORNEY"

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