

**AGREEMENT FOR LEGAL SERVICES BETWEEN
COUNTY OF EL DORADO
AND
COLE HUBER, LLP
Agreement # _____**

This Agreement is made and entered into between COUNTY OF EL DORADO ("County"), a political subdivision of the State of California, and COLE HUBER, LLP, ("Law Firm"), a California professional law limited liability partnership, duly authorized to do business in the State of California, whose local address is 2281 Lava Ridge Court, Suite 300, Roseville, California 95661, for the performance of special legal services for County as authorized by Government Code sections 25203 and 31000.

1. **Scope of Services.** The County retains the Law Firm as special legal counsel to provide legal services to the County with respect to various issues related to the provision of emergency medical services (EMS) as may be requested by County. These services include, but are not limited to, providing legal advice regarding ambulance transportation, new legislation related to EMS, medical transportation, interfacility transfers, critical care transfers, EMS contracts and issues related to the transportation of people subject to Welfare & Institutions Code §5000 et seq. holds.

Services may include, but are not necessarily limited to, the following: providing legal advice to the County Board of Supervisors, County boards, commissions, officers, and staff; preparing or reviewing such documents as may be requested by the County; attending meetings (including attending meetings electronically) as may be required by County; and all services normally provided by the Law Firm which are reasonably related to the legal work requested by the County.

The Law Firm may also provide such additional services as may be mutually agreed by the parties; provided that such additional services must be authorized in writing by the County and may require an amendment to this Agreement.

2. **Compensation and Billings.** In consideration of the services set forth in paragraph 1, the County shall pay the Law Firm on an hourly rate at Law Firm's prevailing rates for all time spent on the matter by Law Firm's legal personnel. Current hourly rates set forth on Exhibit A, "Cole Huber Rate Schedule." Fees for professional services include routine office expenses including, but not necessarily limited to, long distance telephone charges, facsimile, photocopier and digital media duplication, postage charges, and Lexis/Nexis or Westlaw fees. Charges for any expense of any category jointly deemed to be extraordinary by Law Firm and County Contract Administrator may be submitted for payment with sufficient accompanying documentation to identify the nature of the expense, the cost of and payment therefore.

Law Firm 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.

Derek P. Cole, managing partner, will be the attorney primarily responsible for the services to be provided under this agreement. The Law Firm may utilize the services of other attorneys or

staff as deemed appropriate and efficient; provided, that such other persons shall be under the supervision of Mr. Cole.

The County and Law Firm acknowledge that there are a wide range of factors that will influence the total compensation for work performed pursuant to this Agreement. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time.

County shall reimburse Law Firm for the actual, reasonable, and necessary expense of travel at the business mileage rate authorized by IRS. Other travel expenses, such as parking or meals and hotel costs, or any individual travel expense which will exceed \$250.00 must be approved by County Contract Administrator in advance and shall be reimbursed in accordance with the County's Travel Policy.

At monthly intervals, the Law Firm shall submit to County itemized statements of services rendered and authorized costs incurred. Such statements shall identify the nature of services rendered, e.g. whether it be research, drafting legal memorandums, attending meetings, etc.; the name of the case or matter the services relate to; and specify the time expended in rendering such services, calculated in no larger than one-tenth (.10) hour increments. County agrees to pay the Law Firm within thirty (30) days of receipt of such bill or statement. Provided, however, that in Law Firm's discretion, such statements need not be submitted until the total amount due exceeds five hundred (\$500.00) dollars. The statement rendered to County shall contain a statement of all services provided under this Agreement since the last statement.

3. **Authority.** Unless otherwise agreed, the contact person for County to whom Law Firm may report and who has management and decision-making authority for County in all respects regarding the Client Matter is the Contract Administrator, or designee. Law Firm may rely on the Contract Administrator's instructions, decisions, and authorizations, without consulting with or obtaining the approval of any other person.

4. **Termination.** This Agreement shall be terminable by the County at any time and for any reason, or without cause. Funds budgeted for the purposes 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 Law Firm may terminate this Agreement 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) day's written 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. The Law Firm shall take all steps necessary to ensure smooth transition to any other counsel which may be retained by County. The obligation of confidentiality shall continue and shall not terminate when this Agreement ends.

5. **Independent Contractor.** The Law Firm and all persons who perform services for or through the Law Firm pursuant to this Agreement shall be independent contractors and shall not be deemed to be employees of the County for any purpose. The Law Firm's services shall be under the general direction of the County Counsel, who shall also be responsible for administering this Agreement on behalf of the County.

6. **Standards of Performance.** The Law Firm and every employee thereof shall provide all services, advice, opinions, memos or reports in full compliance with all applicable laws and professional standards. Law Firm represents that it is specially trained, experienced, expert, and competent 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, Law Firm 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.

7. **Qualifications.** Law Firm 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 businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time critical. Law Firm is engaged by County for its unique qualifications and skills. Law Firm 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 by Law Firm without the prior written consent of County Counsel.

8. **Insurance & Disclosure.** Law Firm shall maintain 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 in paragraph 14. Pursuant to the requirements of California Business & Professions Code Section 6148, Law Firm specifically represents that it maintains current errors and omissions insurance applicable to the services to be rendered under this Agreement.

9. **Attorney-Client Relationship.** Law Firm agrees that it will comply with all ethical duties, will maintain the integrity of the lawyer-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 Law Firm pursuant to this contract, all opinions and conclusions of Law Firm, any reports, information, data, statistics, forms, procedures, systems, studies, and all communications with County, are confidential. Law Firm agrees to take all steps reasonably necessary to maintain this confidentiality. Law Firm is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

10. **Ownership of Documents.** All documents and other writings prepared by or for the Law Firm in the course of implementing this Agreement shall become the property of the County immediately and the County shall have the right to use such materials in its discretion without compensation to the Law Firm or any other party other than the compensation provided under this Agreement.

11. **Conflict of Interest.** Before accepting representation of County, Law Firm has undertaken reasonable and customary efforts to determine whether there are any conflicts, potential conflicts of interest or adversity of positions between County and any other person or entity that would bar Law Firm from representing County in general or in the Client Matter.

Law Firm shall immediately notify County if any services to be performed under this Agreement involve an actual or potential conflict of interest under the California Rules, or under the provisions of Government Code section 1090 or the California Political Reform Act. Law Firm shall not engage in any activity under this Agreement that involves any actual or potential

conflict of interest unless Law Firm first makes a full and complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from County.

12. Indemnity. To the fullest extent allowed by law, the Law Firm 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 the Law Firm, 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 Law Firm by this Agreement. This duty of Law Firm to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

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.

14. Proof of Insurance. During the term of this Agreement, Law Firm shall maintain in effect at their expense the following policies of insurance at minimum limits to be specified by County or by statute: Workers Compensation; Comprehensive General Liability, including endorsements for completed operations, contractual, independent contractors, broad form property damage and personal injury liability, \$500,000 each occurrence, \$1,000,000 aggregate for Bodily Injury/\$250,000 each occurrence for property damage/\$500,000 each occurrence, \$1,000,000 aggregate for personal injury; Automobile liability insurance is not required for the purposes of this agreement; Professional Liability (errors and omissions), \$500,000 per occurrence/\$1,000,000 aggregate. Law Firm will provide a listing of the above coverages, limits of liability and proof of coverage at the County's request.

15. Contract Administrator. For the purpose of administering this Agreement, the County shall be represented by its County Counsel, David Livingston, or successor or designee. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For County: David Livingston
County Counsel, El Dorado County
330 Fair Lane
Placerville, California 95667

For Law Firm: Derek Cole
Partner, Cole Huber, LLP
2281 Lava Ridge Court, Suite 300
Roseville, California 95661

16. Entire Agreement. This Agreement and any 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 only be modified by mutual consent of the parties in writing fully executed by duly authorized officers of the parties.


17. **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. Law Firm waives any removal rights it may have under Code of Civil Procedure section 394.

18. **Term.** This Agreement shall be effective on the date fully executed by all parties, and shall cover services rendered starting 11/15/2022, or the first date that services are rendered as described in Paragraph 1, whichever is earlier, and shall remain in effect until terminated by any party or until all work contemplated hereunder shall be completed as determined by County Counsel.

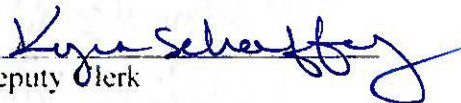
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

-- COUNTY OF EL DORADO --

Dated: 11/15/22

By: 
Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST Dated: 11/15/22
Kim Dawson,
Clerk of the Board of Supervisors

By: 
Deputy Clerk

-- COLE HUBER, LLP --

Dated: 11/16/22

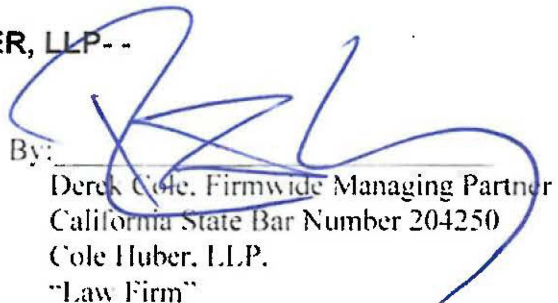
By: 
Derek Cole, Firmwide Managing Partner
California State Bar Number 204250
Cole Huber, LLP.
"Law Firm"

Exhibit A: Cole Huber Rate Schedule

Rates for Attorney(s)

\$275/hour

Derek Cole