

Contract #: _____

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: Trish Beck
Phone #: 621-5770
Department Head _____
Signature: _____

CONTRACTOR:

Name: Erickson, Beasley & Hewitt, LLP
Address: 770 L Street, Suite 950
Sacramento, CA 95814
Phone: _____

CONTRACTING DEPARTMENT: County Counsel

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 1/23/07 By: Trish Beck
Approved: Disapproved: Date: By:

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 1/23/07 By: Prostello
Approved: Disapproved: Date: By:

Conditional approval; please secure proof of updated coverage.

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____

Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

**AMENDMENT II TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
ERICKSON, BEASLEY, HEWITT & WILSON, LLP
ATTORNEYS**

This Amendment II to Agreement For Legal Services, effective August 9, 2005, is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and ERICKSON, BEASLEY & HEWITT, LLP, formerly ERICKSON, BEASLEY, HEWITT & WILSON, LLP ("Attorney"), duly authorized to do business in the State of California, whose address is 770 L Street, Suite 950, Sacramento, California, 95814, effective on October 31, 2005, for the performance of specified legal services for County.

Effective October 11, 2006, the Agreement is hereby amended to change the name of the Attorney from Erickson, Beasley, Hewitt & Wilson, LLP, to Erickson, Beasley & Hewitt, LLP.

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Except as provided herein, the terms and conditions of the Agreement shall remain as in full force and effect.

Department Concurrence:

Louis B. Green, County Counsel

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Helen Baumann, Chairman
Board of Supervisors
"County"

ATTEST:

Cindy Keck, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

-- ERICKSON, BEASLEY, & HEWITT LLP --

Dated: _____

By: _____
"Attorney"
State Bar Number

PEB:dp
S:\COUNTY COUNSEL\Agreements\Amend II Erickson Beasley-Missouri Flat Interchange Proj.

**AMENDMENT II TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
ERICKSON, BEASLEY, HEWITT & WILSON, LLP
ATTORNEYS**

This Amendment II to Agreement For Legal Services, effective August 9, 2005, is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and ERICKSON, BEASLEY & HEWITT, LLP, formerly ERICKSON, BEASLEY, HEWITT & WILSON, LLP ("Attorney"), duly authorized to do business in the State of California, whose address is 770 L Street, Suite 950, Sacramento, California, 95814, effective on October 31, 2005, for the performance of specified legal services for County.

Effective October 11, 2006, the Agreement is hereby amended to change the name of the Attorney from Erickson, Beasley, Hewitt & Wilson, LLP, to Erickson, Beasley & Hewitt, LLP.

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Except as provided herein, the terms and conditions of the Agreement shall remain as in full force and effect.

Department Concurrence:

Louis B. Green, County Counsel

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Helen Baumann, Chairman
Board of Supervisors
"County"

ATTEST:

Cindy Keck, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

-- ERICKSON, BEASLEY, & HEWITT LLP --

Dated: _____

By: _____

"Attorney"
State Bar Number

Contract #: _____

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: Trish Beck
Phone #: 621-5770
Department Head
Signature: _____

CONTRACTOR:

Name: Erickson, Beasley, Hewitt & Wilson LI
Address: 483 Ninth Street, Suite 200
Oakland, CA 94607
Phone: _____

CONTRACTING DEPARTMENT: County Counsel

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 11/2/05 By: Trish Beck
Approved: Disapproved: Date: By:

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 11/5/05 By: [Signature]
Approved: Disapproved: Date: By:

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____

Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

**AMENDMENT I TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
ERICKSON, BEASLEY, HEWITT & WILSON, LLP
ATTORNEYS**

This Amendment I to Agreement For Legal Services, effective March 8, 2005, is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and ERICKSON, BEASLEY, HEWITT & WILSON, LLP ("Attorney"), duly authorized to do business in the State of California, whose address is 400 Capitol Mall, Suite 900, Sacramento, California, 95814, effective on October 31, 2005, for the performance of specified legal services for County.

Section 1, entitled Scope of Services, is hereby amended to add the following provision:

Attorney may retain such consultants and experts as may be mutually agreed upon in writing by the firm and the County Counsel's office, and Attorney shall be reimbursed for such out-of-pocket expenses.

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Except as provided herein, the terms and conditions of the Agreement shall remain as in full force and effect.

Department Concurrence:


Louis B. Green, County Counsel

-- COUNTY OF EL DORADO --

Dated: 11-15-05

By: 
JAMES R. SWEENEY
Board of Supervisors
"County"

FIRST VICE-CHAIRMAN

ATTEST:

Cindy Keck, Clerk
of the Board of Supervisors

By: 
Deputy Clerk 11-15-05

-- ERICKSON, BEASLEY, HEWITT & WILSON, LLP --

Dated: 11/2/05

By: 

"Attorney"
State Bar Number 54523

Contract #: _____

CONTRACT ROUTING SHEET**PROCESSING DEPARTMENT:**

Department: COUNTY COUNSEL
Dept. Contact: TRISH BECK
Phone #: 621-5770
Department Head _____
Signature: _____

CONTRACTOR:

Name: ERICKSON BEASLEY HEWITT & WILSON, LI
Address: 483 Ninth Street, Suite 200
Oakland, CA 94607
Phone: _____

CONTRACTING DEPARTMENT: COUNTY COUNSEL

Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 8/24/2005 By: Trish Beck
Approved: Disapproved: Date: By:

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 8-29-5 By: [Signature]
Approved: Disapproved: Date: By:

AUG 26 2005

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____

Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

**AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
ERICKSON, BEASLEY, HEWITT & WILSON, LLP
ATTORNEYS**

This Agreement is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and ERICKSON, BEASLEY, HEWITT & WILSON, LLP ("Attorney"), duly authorized to do business in the State of California, whose address is 400 Capitol Mall, Suite 900, Sacramento, California, 95814, effective on August 9, 2005, for the performance of specified legal services for County.

1. **Scope of Services.** County hereby retains Attorney to advise, assist, and represent County in negotiations, acquisition, and necessary condemnation proceedings for the Missouri Flat Interchange project and all necessary or related court proceedings in the El Dorado Superior Court. Work shall include any informal settlement discussions and legal assistance to County Counsel's office, and if requested by County Counsel, to the County's right-of-way staff. Attorney may also provide such additional services as may be mutually agreed upon by the parties, provided that such additional services are agreed to in writing.

2. **Independent Contractor.** Attorney, and all persons who perform services for or through Attorney pursuant to this Agreement, shall be independent contractors and shall not be deemed to be employees of County for any purpose. Attorney's services shall be under the general direction of County Counsel's Office, which 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 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. Attorney certifies that it will not accept representation in any matters under this Agreement if it or any employee thereof has any personal or financial interest therein. 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 businesslike manner. It is understood that the services under this Agreement are time-critical and must be provided in a timely fashion. 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 prior written consent of County. It is specifically agreed that John Erickson or Dante Foronda will act as a partner-in-charge of the work and will be primarily involved in the conduct of the work.

4. **Compensation and Billings.** Compensation for all professional services to be rendered under this Agreement shall be billed at an hourly rate as set forth in Exhibit "A" incorporated by reference herein, exclusive of all costs and expenses. Attorney will be reimbursed for out-of-pocket expenses incurred by Attorney as set forth in Exhibit "A."

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 Dollars (\$500.00). Attorney shall keep time records for a minimum period of three (3) years and make them available for review and internal audit by the County, and its authorized auditors.

5. **Insurance.** Attorney shall maintain insurance meeting the following requirements set forth herein in full force and effect from the first day of the term of this Agreement, and shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager of same:

- 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 contract. In the event said insurance coverage expires at any time or times during the term of this contract, 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 contract, or for a period of not less than one (1) 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 contract 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) days 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 contract 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. Attorney's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

M. In the event Attorney cannot provide an occurrence policy, Attorney shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this agreement.

N. 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.

6. **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 reasonable steps legally 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 and to ensure that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

7. **Conflict of Interest.** 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, under the California Rules of Professional Conduct. Attorney shall not engage in any activity under this Agreement that involves any actual or potential conflict of interest under such Rules 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.

8. **Indemnity.** 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 kind and description, including Attorney's fees and costs, incurred, brought for or on account of: (1) injuries to or death of any person, including but not limited to workers, County employees, and the public, (2) damage to property, or (3) any economic or consequential losses, which are claimed to or in any way arise out of, directly or indirectly, or are connected with (a) any negligent act, whether passive or active, error or omission, or willful misconduct, of Attorney, its sub-consultants, agents officers or employees, (b) professional malpractice of Attorney, its sub-consultants, agents officers or employees, or (c) any breach of 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. This duty of Attorney to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778. Nothing herein is intended to deprive Attorney of the benefit of the application of the doctrine of comparative fault as it would otherwise be applicable to reduce Attorney's liability as a result of the negligence or other misconduct of the County and any of its officers, employees, or agents, as determined by a court of law having jurisdiction.

9. **Term of Agreement.** This Agreement shall be terminable by County at any time for any reason upon a 10-day notice to Attorney. Attorney may terminate this Agreement upon sufficient written notice to County, made in such a manner so that County shall not be prejudiced, in accordance with the Rules of Professional Responsibility. Upon termination of this Agreement for any reason, the obligation of confidentiality shall continue and shall not terminate when this Agreement ends.

10. **State Filing.** All independent consultants providing services to 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 to the County or the County shall instruct the paying agent to withhold seven percent (7%) of any payment to be made to Attorney related to this Agreement.

11. **Contract Administrator and Notice.** For the purpose of administering this Agreement, County shall be represented by its County Counsel. Attorney shall designate in writing the person associated with Attorney who has the responsibility to administer this Agreement on his or her behalf. Notices provided pursuant to this Agreement shall be effective immediately upon

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receipt and shall be directed as follows:

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

For Attorney: Alice M. Beasley
Erickson, Beasley, Hewitt & Wilson, LLP
483 Ninth Street, Suite 200
Oakland, California 94607

12. **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. Where allowed by law, Attorney waives any removal rights it may have under Code of Civil Procedure section 394.

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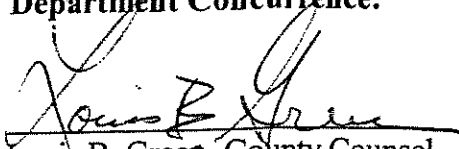
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13. **Entire Agreement.** This Agreement and the exhibits thereto are the entire agreement between the parties, and they supersede all prior written or oral agreements or understandings between the parties. This Agreement may only be modified by mutual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

Department Concurrence:


Louis B. Green, County Counsel

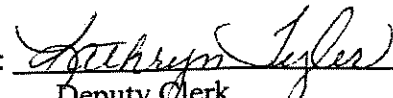
-- COUNTY OF EL DORADO --

Dated: 8/16/05

By: Charlie Paine
Charlie Paine, Chairman
Board of Supervisors
"County"

ATTEST:

Cindy Keck, Clerk
of the Board of Supervisors

By: 
Deputy Clerk

-- ERICKSON, BEASLEY, HEWITT & WILSON, LLP --

Dated: 8/18/05

By: Alice M. Beasley
Alice M. Beasley
"Attorney"
State Bar Number 56523

PEB:dp

S:\COUNTY COUNSEL\Agreements\Erickson 2

EXHIBIT A

**AGREEMENT FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY AND
ERICKSON, BEASLEY, HEWITT & WILSON, LLP ATTORNEYS**

RATES

Partners	\$275.00
Associates	\$210.00
Paralegals	\$90.00
Case Clerks	\$35/\$50

External costs will be billed without markup; internal costs will not be billed, with the exception of mileage. Mileage will be billed at the IRS reimbursable rate with the distance billed from the Sacramento Office.