

# CONTRACT ROUTING SHEET

Date Prepared: 2/16/08

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

Department: County Counsel  
Dept. Contact: Ed Knapp  
Phone #: (530) 621-5770  
Department  
Head Signature: \_\_\_\_\_

**CONTRACTOR:**

Name: Scharff, Brady & Vinding  
Address: 2625 Fair Oaks Blvd., #7  
Sacramento, CA 95864  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** County Counsel

Service Requested: Legal Services to represent County as co-counsel with County Counsel

Contract Term: \_\_\_\_\_

Compliance with Human Resources Requirements? (        )

Compliance verified by: \_\_\_\_\_

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

Approved:   ✓   Disapproved: \_\_\_\_\_ Date: 2-15-08 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Assignment**

Date: \_\_\_\_\_  
Atty: \_\_\_\_\_  
Index #: \_\_\_\_\_  
By: \_\_\_\_\_

FORWARD TO RISK MANAGEMENT? YES

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

Approved:   ✓   Disapproved: \_\_\_\_\_ Date: 2/15/08 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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

9           4.       Compensation. County shall compensate Attorney for professional services  
10 rendered at the respective hourly rates of the individuals employed by Attorney providing the  
11 services at a blended rate of \$300.00 per hour for attorneys, and at the customary rate for  
12 paralegals.

13           Attorney shall keep proper records to enable County to verify the services rendered,  
14 and such records shall be made reasonably available to County or its agents for inspection and  
15 audit.

16           5.       Cost Reimbursement. In addition to the above, County shall reimburse  
17 Attorney for the actual, reasonable and necessary expense of travel in accordance with the  
18 policies of El Dorado County set forth in Exhibit A, attached hereto and incorporated herein  
19 by this reference. Any individual travel expense which will exceed \$100.00 must be  
20 approved by County in advance. County shall reimburse Attorney for the reasonable costs of  
21 long distance telephone calls, mailing, photocopying, legal research on electronic databases,  
22 and, upon prior approval, for extraordinary photocopying and extraordinary facsimile  
23 transmissions. Other reasonable, customary and necessary expenses, including but not limited  
24 to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees, and  
25 expenses of serving process, shall be advanced by Attorney and reimbursed by County.  
26 Expert consultants and witnesses may be retained by Attorney on terms acceptable to County.  
27 Such expert consultants and witnesses shall invoice Attorney. Attorney may submit approved  
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1 invoices in excess of \$750.00 to County in special billings for expedited payment, to be  
2 deposited in Attorney's trust account for payment from Attorney to said expert consultants  
3 and witnesses.

4 6. Billings. Attorney shall submit to County for County Counsel's review and  
5 approval a confidential itemized statement of services rendered and costs incurred under this  
6 Agreement monthly. Such statement shall describe the nature of the services rendered, and  
7 specify the time expended in rendering such services, calculated in one-quarter (.25) hour  
8 segments. Provided, however, that in Attorney's discretion, such statements need not be  
9 submitted until the total amount due exceeds five hundred (\$500.00) dollars.

10 7. Qualifications. Attorney certifies that it accepts this retention because it has  
11 the time, energy, skills and ability necessary to perform the duties required in an efficient,  
12 trustworthy, professional and businesslike manner. It is understood that the services under  
13 this Agreement must be provided immediately, and that they are time-critical. Attorney is  
14 engaged by County for its unique qualifications and skills. Attorney shall not subcontract,  
15 delegate or assign the services to be provided under this Agreement, in whole or in part, to  
16 any other person or entity not employed in Attorney's firm without consent of County. It is  
17 specifically agreed that a partner attorney of the firm will be primarily involved in the conduct  
18 of the work, and that a partner will be available to attend meetings of the County Board of  
19 Supervisors as directed.

20 8. Insurance. Attorney shall continuously maintain, and shall provide proof of,  
21 insurance in a form acceptable to County to be in full force and effect from the first day of the  
22 term of this Agreement, as set forth below:

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

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

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

3 d. Professional liability (for example, malpractice insurance) covering  
4 services provided under this Agreement is required with a limit of liability not less than  
5 \$1,000,000 per occurrence.

6 e. Attorney shall furnish a certificate of insurance satisfactory to the El  
7 Dorado County Risk Manager as evidence that the insurance required above is being  
8 maintained.

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

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

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

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

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

3 i. Attorney's insurance coverage shall be primary insurance as respects  
4 the County, its officers, officials, employees and volunteers. Any insurance or self-insurance  
5 maintained by the County, its officers, officials, employees or volunteers shall be excess of  
6 Attorney's insurance and shall not contribute with it.

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

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

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

17 m. Attorney's obligations shall not be limited by the foregoing insurance  
18 requirements and shall survive the expiration of this agreement.

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

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

25 9. Standard of Liability. County understands and acknowledges that the  
26 performance of the services provided for herein may invite criticism, controversy, or litigation  
27 which may be motivated by public or private opposition to any project although not based on  
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1 the adequacy or accuracy of Attorney's performance. County agrees that any such criticism,  
2 controversy, or litigation alone shall not cause County to withhold payments due to Attorney  
3 hereunder. County further agrees that the mere failure of County or any third party, including  
4 a court in litigation, to agree with Attorney's findings, conclusions, or recommendations alone  
5 shall not be construed as a failure on the part of Consultant to perform its obligations under  
6 this Agreement, or to meet the standard of care this Agreement requires.

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

16 11. Ownership of Documents. All documents and writings prepared by or for  
17 Attorney in the course of performing this Agreement shall become County's property  
18 immediately and County shall have the right to use such materials in its discretion without  
19 notice or compensation to Attorney or anyone else other than compensation provided under  
20 this Agreement.

21 12. Notification of Conflict. Attorney shall immediately notify County if any  
22 services to be performed under this Agreement involves an actual or potential conflict of  
23 interest, financial or otherwise. Attorney shall not engage in any activity under this  
24 Agreement that involves any actual or potential conflict of interest unless Attorney first makes  
25 a full and complete disclosure of all relevant facts and obtains a written waiver of such  
26 conflict in advance from County.

1           13.     Indemnity. Attorney shall be responsible for performing the work under this  
2 Agreement a safe, professional, skillful and workmanlike manner, and shall be liable for its  
3 own negligence and the negligent acts of its employees. To the fullest extent allowed by law,  
4 Attorney shall defend, indemnify, and hold harmless the County against and from any and all  
5 claims, suits, losses, damages, and liability for damages of every name, kind and description,  
6 including reasonable attorneys' fees and costs incurred, which are claimed to or in any way  
7 arise out of, directly or indirectly, or are connected with: (1) any negligent act, whether  
8 passive or active, error or omission, or willful misconduct, of Attorney, its subcontractor(s),  
9 agents or employee(s) or any of these; or (2) any breach of any statutory, regulatory,  
10 contractual or legal duty of any kind related, directly or indirectly, to the services,  
11 responsibilities or duties required of Attorney by this Agreement. This duty of Attorney to  
12 indemnify and save County harmless includes the duties to defend set forth in California Civil  
13 Code section 2778.

14           14.     Term. The term of this Agreement shall begin on the date first stated above,  
15 and shall remain in effect until terminated by any party or until all work contemplated  
16 hereunder shall be completed. However, this Agreement shall be terminable by County at any  
17 time and for any reason, or without cause. Funds budgeted for the purpose of this Agreement  
18 are made available on a fiscal year basis, and budgeting is subject to change at any time.  
19 Should funding not be made available, this Agreement shall be automatically terminated in its  
20 entirety. Attorney may terminate this Agreement upon sufficient written notice to County,  
21 made in such a manner so that the County shall not be prejudiced, but in no event less than  
22 thirty (30) days notice. Upon termination of this Agreement for any reason, Attorney shall  
23 immediately cease all work, except as may be reasonably required to avoid prejudice to  
24 County which shall be immediately reported to County, shall immediately transfer all files  
25 relating to County's matters either to County or any other lawyer hired by County, at  
26 County's direction, and within ten (10) days shall provide a final bill to County for all  
27 services rendered. The obligation of confidentiality shall continue and shall not terminate  
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1 when this Agreement ends. Attorney shall take all steps necessary to ensure smooth transition  
2 to any other counsel which may be designated by County.

3 15. State Filing. All independent consultants providing services to the County  
4 must file a State of California Form 590 certifying their California residency or, in the case of  
5 a corporation, certifying that it has a permanent place of business in California. Attorney will  
6 be required to submit a Form 590 prior to execution of this Agreement or County shall  
7 withhold seven (7) percent of each payment to be made to Attorney during the term of this  
8 Agreement. Attorney's taxpayer identification number is \_\_\_\_\_.

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

13 For County: Louis Green, County Counsel  
14 El Dorado County  
15 330 Fair Lane  
16 Placerville, California 95667

17 For Attorney: Michael Brady  
18 Scharff, Brady & Vinding  
19 2625 Fair Oaks Blvd., Suite 7  
20 Sacramento, California 95864

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

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

4 Dated: COUNTY OF EL DORADO


5  
6 By: \_\_\_\_\_  
7 Chair, Board of Supervisors  
8 "County"

9 ATTEST:

10 DIXIE L. FOOTE  
11 Clerk of the Board of Supervisors

12  
13 By \_\_\_\_\_  
14 Deputy Clerk

15  
16 Dated: SCHARFF, BRADY & VINDING

17  
18  
19 By:   
20 Mike Brady,  
21 "Attorney"  
22 State Bar Number

23  
24 ELK/km  
25 s:\coco\agreements\brady.agt