

CONTRACT ROUTING SHEET

Date Prepared: 03/13/2009

Need Date: _____

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: Louis B. Green
Phone #: 621-5770
Department _____
Head Signature: _____

CONTRACTOR:

Name: Scharff, Brady & Vinding
Address: 400 Capitol Mall, Suite 2640
Sacramento, CA 95814
Phone: (916) 273-1735

CONTRACTING DEPARTMENT: County Counsel

Service Requested: Outside Legal Services
Contract Term: _____ Contract Value: \$ _____
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 10/23/09 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

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HUMAN RESOURCES DEPT
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PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 10/23/09 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

1 AGREEMENT FOR LEGAL SERVICES BETWEEN

2 EL DORADO COUNTY AND SCHARFF, BRADY & VINDING

3 This Agreement is made and entered into between EL DORADO COUNTY
4 (“COUNTY”), a governmental entity organized and existing under the laws of the State of
5 California, and SCHARFF, BRADY & VINDING, (“Attorney”), a law firm duly authorized
6 to do business in the State of California, whose address is 400 Capitol Mall, Suite 2640,
7 Sacramento, California, 95814, effective on the date services were first performed for the
8 county in the matters described below, for the performance of specified legal services for
9 county.

10 1. Scope of Services. County hereby retains Attorney to advise, assist, and
11 represent County as co-counsel with County Counsel in the proceeding entitled *Friends of*
12 *Shingle Springs Interchange, Inc. v. County of El Dorado* El Dorado County Superior Court
13 Case #PC20090555, and any related administrative proceedings or other matters.

14 2. Independent Contractor. Attorney and all persons who perform services for or
15 through Attorney pursuant to this Agreement shall be an independent contractor and shall not
16 be deemed to be an employee of County for any purpose. Attorney’s services shall be under
17 the general direction of the County Counsel who shall also be responsible for administering
18 this Agreement. Louis B. Green, or designee shall be the contract administrator on behalf of
19 the County.

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

1 4. Compensation. County shall compensate Attorney for professional services
2 rendered at the respective hourly rates of the individuals employed by Attorney providing the
3 services at a blended rate of \$290.00 per hour for attorneys, and at the customary rate for
4 paralegals.

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

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

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

3 Attorney acknowledges that the County is being indemnified for the costs of the
4 lawsuit by the developer of the project challenged. County may elect to forward the
5 Attorneys invoices to said developer for payment directly to Attorney on behalf of County.
6 Attorney agrees to accept payment from the developer as though made by the County. In the
7 event timely payment is not received from the developer, Attorney shall immediately notify
8 County. Notwithstanding payment by the developer, Attorney represents only the County and
9 Attorney's duty of loyalty runs only to the County.

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 September 15, 2009, and
15 shall remain in effect until terminated by any party or until all work contemplated hereunder
16 shall be completed. However, this Agreement shall be terminable by County at any time and
17 for any reason, or without cause. Funds budgeted for the purpose of this Agreement are made
18 available on a fiscal year basis, and budgeting is subject to change at any time. Should
19 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 26-1739425.

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
7 By: _____
8 Chair, Board of Supervisors
9 "County"

10 ATTEST:

11 SUZANN ALLEN DE SANCHEZ
12 Clerk of the Board of Supervisors

13 By _____
14 Deputy Clerk

15
16 Dated: SCHARFF, BRADY & VINDING

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

22
23 LBG/stl
24 s:\coco\agreements\brady (FSSI).agt
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CERTIFICATE OF LIABILITY INSURANCE

OP ID SA
SCHAR-1

DATE (MM/DD/YYYY)

07/09/09

PRODUCER
Nicholson Insurance, Inc.
License # 0498116
4317 Northstar Way, Ste B
Modesto CA 95356
Phone: 209-526-2697 Fax: 209-526-4631

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Scharff, Brady & Vinding
Law Offices
400 Capital Mall - Suite 2640
Sacramento CA 95814

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	51SBAIN4854	07/01/09	07/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	51SBAIN4854	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Ten (10) days notice of cancellation applies due to non-payment of premium.
Certificate holder is named as an additional insured.

CANCELLATION

CERTIFICATE HOLDER

ELDORAD

El Dorado County
Karolyn
330 Fair Lane
Placerville CA 95667

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE