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AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
HANSON BRIDGETT

This Agreement is made and entered into between COUNTY OF EL DORADO, a political subdivision of the State of California, (the "Client") and HANSON BRIDGETT ("Attorney"), a law firm duly authorized to do business in the State of California, whose address is 500 Capitol Mall, Suite 1500, Sacramento, California 95814.

1. Scope of Services. Client hereby retains Attorney as special legal counsel on matters related to conflicts of interest and public official ethics. Attorney agrees to provide all reasonable necessary professional legal services, on an "as requested" basis for the purpose of advising and representing Client in various matters, including litigation. The nature and scope of such services shall be determined by the Office of County Counsel. Frank J. DeMarco will be the primary attorney in charge of directing work for Attorney. Attorney agrees to keep Client fully informed in a timely manner of progress and developments in all assigned matters.

2. Compensation. Client shall compensate Attorney for professional services rendered at the respective hourly rates of the individuals employed by Attorney as set forth in Attachment 1 to this Agreement. Compensation includes time spent for travel at the designated attorney's hourly rate, calculated from the office location to which the respective attorney is primarily assigned to, or the actual office from which individual services are rendered and billed, whichever is closer to Client.

Attorney shall keep proper records to enable Client to verify the services rendered, and such records shall be made reasonably available to Client or their agents for inspection and audit.

3. Cost Reimbursement. In addition to the above, Client shall reimburse Attorney for the actual, reasonable and necessary expense of travel in accordance with the policies of El Dorado County set forth in Exhibit A, attached hereto and incorporated herein by this reference. Any individual travel expense which will exceed \$100.00 must be approved by

1 Client in advance. Client shall reimburse Attorney for the reasonable costs of long distance
2 telephone calls, mailing, photocopying, legal research on electronic databases, and, upon prior
3 approval, for extraordinary photocopying and extraordinary facsimile transmissions. Other
4 reasonable, customary and necessary expenses, including but not limited to, statutory fees,
5 witness fees, reporters' per diem and transcription fees, jury fees, and expenses of serving
6 process, shall be advanced by Attorney and reimbursed by Client. Expert consultants, expert
7 witnesses, and appraisers may be retained by Attorney on terms acceptable to Client. Such
8 expert consultants, expert witnesses, and appraisers shall invoice Attorney. Attorney may
9 submit approved invoices in excess of \$750.00 to Client in special billings for expedited
10 payment, to be deposited in Attorney's trust account for payment from Attorney to said expert
11 consultants, expert witnesses, and appraisers.

12 4. Billings. Attorney shall submit to Client for review and approval a
13 confidential itemized statement of services rendered and costs incurred under this Agreement
14 monthly. Such statement shall describe the nature of the services rendered, and specify the
15 time expended in rendering such services, calculated in one-tenth (.1) hour segments.
16 Provided, however, that in Attorney's discretion, such statements need not be submitted until
17 the total amount due exceeds five hundred (\$500.00) dollars. The statement rendered to
18 Client shall contain a statement of all services provided under this Agreement since the last
19 statement.

20 5. Independent Contractor. Attorney and all persons who perform services for or
21 through Attorney pursuant to this Agreement shall be an independent contractor and shall not
22 be deemed to be an employee of Client for any purpose.

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

4 7. Qualifications. Attorney certifies that it accepts this retention because it has
5 the time, energy, skills and ability necessary to perform the duties required in an efficient,
6 trustworthy, professional and businesslike manner. It is understood that the services under
7 this Agreement must be provided immediately, and that they are time-critical. Attorney is
8 engaged by Clients for its unique qualifications and skills. Attorney shall not subcontract,
9 delegate or assign the services to be provided under this Agreement, in whole or in part, to
10 any other person or entity not employed in Attorney's firm without consent of Client.

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

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

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

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

20 d. Professional liability (for example, malpractice insurance) covering
21 services provided under this Agreement is required with a limit of liability not less than
22 \$1,000,000 per occurrence.

23 e. Attorney shall furnish a certificate of insurance satisfactory to the
24 Client as evidence that the insurance required above is being maintained.

25 f. The insurance will be issued by an insurance company acceptable to
26 Client, or be provided through partial or total self-insurance likewise acceptable to Client.

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1 g. Attorney agrees that the insurance required above shall be in effect at
2 all times during the term of this Agreement. In the event said insurance coverage expires at
3 any time or times during the term of this Agreement, Attorney agrees to provide at least thirty
4 (30) days prior to said expiration date, a new certificate of insurance evidencing insurance
5 coverage as provided for herein for not less than the remainder of the term of the Agreement,
6 or for a period of not less than one year. New certificates of insurance are subject to the
7 approval of Client. In the event Attorney fails to keep in effect at all times insurance
8 coverage as herein provided, Client may, in addition to any other remedies it may have,
9 terminate this Agreement upon the occurrence of such event.

10 9. Standard of Liability. Client understands and acknowledges that the
11 performance of the services provided for herein may invite criticism, controversy, or litigation
12 which may be motivated by public or private opposition although not based on the adequacy
13 or accuracy of Attorney's performance. Client agrees that any such criticism, controversy, or
14 litigation alone shall not cause Client to withhold payments due to Attorney hereunder. Client
15 further agrees that the mere failure of Client or any third party, including a court in litigation,
16 to agree with Attorney's findings, conclusions, or recommendations alone shall not be
17 construed as a failure on the part of Attorney to perform its obligations under this Agreement,
18 or to meet the standard of care this Agreement requires.

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

1 11. Ownership of Documents. All documents and writings prepared by or for
2 Attorney in the course of performing this Agreement shall become Client's property
3 immediately and Client shall have the right to use such materials in their discretion without
4 notice or compensation to Attorney or anyone else other than compensation provided under
5 this Agreement.

6 12. Notification of Conflict. Attorney shall immediately notify Client if any
7 services to be performed under this Agreement involve an actual or potential conflict of
8 interest, financial or otherwise. Attorney shall not engage in any activity under this
9 Agreement that involves any actual or potential conflict of interest unless Attorney first makes
10 a full and complete disclosure of all relevant facts and obtains a written waiver of such
11 conflict in advance from Client.

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

24 14. Term. The term of this Agreement shall commence on May 28, 2013, and
25 shall remain in effect until terminated or until all work contemplated hereunder shall be
26 completed. This Agreement shall be terminable by Client at any time and for any reason, or
27 without cause. Attorney may terminate this Agreement upon sufficient written notice to
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1 Client, made in such a manner so that the Client shall not be prejudiced, but in no event less
2 than thirty (30) days notice. Upon termination of this Agreement for any reason, Attorney
3 shall immediately cease all work, except as may be reasonably required to avoid prejudice to
4 Client which shall be immediately reported to Client, shall immediately transfer all files
5 relating to Client's matters either to Client or any other lawyer hired by Client, at Client's
6 direction, and within ten (10) days shall provide a final bill to Client for all services rendered.
7 The obligation of confidentiality shall continue and shall not terminate when this Agreement
8 ends. Attorney shall take all steps necessary to ensure smooth transition to any other counsel
9 which may be designated by Client.

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

16 16. Contract Administrator. For the purpose of administering this Agreement,
17 Client's contract administrator shall be Edward Knapp, County Counsel, or successor.
18 Notices provided pursuant to this Agreement shall be effective immediately upon receipt and
19 shall be directed as follows:

20
21 For Client: Edward Knapp
22 County Counsel
23 Office of County Counsel
24 County of El Dorado
25 330 Fair Lane
26 Placerville, California 95667

27
28 For Attorney: Frank James DeMarco
Hanson Bridgett
500 Capitol Mall, Suite 1500
Sacramento, California 94814

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

5 18. Venue. Any dispute resolution action arising out of this Agreement, including
6 but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County,
7 California, and shall be resolved in accordance with the laws of the State of California.

8 19. Counter-parts. This Agreement may be executed in counter-parts which
9 together shall constitute the entire agreement.

10 Dated: _____

COUNTY OF EL DORADO

11
12
13 By: _____
14 Ron Briggs, Chairman
Board of Supervisors
"Client"

15 Attest: James S. Mitrisin
16 Clerk of the Board of Supervisors

17 By: _____
18 Deputy Clerk

19 Dated: _____

HANSON BRIDGETT

20
21 By: _____
22 "Attorney"
23 State Bar Number

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