

**AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY
AND ALBERT RAMSEYER, J.D.
Agreement # 6362**

This Agreement is made and entered into between EL DORADO COUNTY ("County"), a governmental entity organized and existing under the laws of the State of California, and ALBERT RAMSEYER. ("Counsel"), a sole practitioner, duly authorized to practice law in the State of California, whose address is 1435 E. Palmer Ave., Glendale, CA 91205, for the performance of specific legal services for County.

1. **Scope of Services.** The County retains Counsel as special legal counsel to represent the El Dorado County Assessor ("Assessor") to provide all customary and usual legal services to represent the Assessor in the Safeway Assessment Appeals Board Matters: Appeal Numbers 2019/2020-68, 2019/2020-69, 2019/2020-70, 2019/2020-71, 2019/2020-72, 2019/2020-84, 2019/2020-85, 2019/2020-86, 2019/2020-87, and 2019/2020-88. The Assessor is seeking legal advice regarding the filing of a Petition for Writ of Mandate and representation in any resulting legal actions in the referenced Safeway Appeals. Such services shall include all such services normally provided by Counsel which are reasonably related to the representation and defense of the Assessor in the aforementioned matters.

Services may include, but are not necessarily limited to, providing legal advice to Assessor, preparing and/or reviewing such documents as may be requested by the Assessor, attending meetings as may be required by Assessor (including electronic participation in light of Counsel's location), the retention of and providing direction to other consultants or experts which may be needed in the potential litigation; preparing any and all necessary pleadings to be filed in the action and making all necessary appearances.

Counsel 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.** In consideration of the services set forth in paragraph 1, the County shall pay Counsel at an hourly rate of \$290 per hour for legal services. Counsel 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. Counsel 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 Counsel. The County and Counsel 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. The total amount for this Agreement shall not exceed \$50,000 inclusive of all expenses.

3. **Costs.** Counsel will also be reimbursed for customary costs and disbursements incurred in the course of representation, including but not limited to, filing fees, court reporter fees,, long-distance telephone, travel (in accordance with the County's Travel Policy), facsimile, messenger services, on-line legal research (such as Westlaw and/or Lexis/Nexis) and photocopying under the terms set forth on Exhibit . Counsel will also be reimbursed for any subcontracted consultant services approved in advance in writing by Assessor Karl Weiland or successor. Such costs shall be detailed in billings submitted.

4. **Billings.** Counsel shall submit to County itemized statements of services rendered and costs incurred monthly. Such statements shall identify the services rendered, and specify the time expended in rendering such services, calculated in no larger than one-tenth (.10) hour increments. County agrees to pay Counsel within thirty (30) days of such bill or statement.

5. **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. Counsel 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, Counsel 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 Counsel 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.

6. **Independent Contractor.** Counsel and all persons who perform services for or through the Counsel pursuant to this Agreement shall be independent contractors and shall not be deemed to be employees of the County for any purpose. Counsel's services shall be under the general direction of Assessor Karl Weiland, or successor, as Contract Administrator of this agreement.

7. **Standards of Performance.** Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable laws and professional standards. Counsel 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, Counsel certifies that he will not accept representation in any matters, including litigation, under this Agreement if he or any employee thereof has any personal or financial interest therein.

8. **Qualifications.** Counsel certifies that he accepts this retention because he 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. Counsel is engaged by County for his unique qualifications and skills. Counsel 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 Counsel without the prior written consent of Assessor Karl Weiland or successor.

9. **Insurance.** Counsel 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. Counsel specifically represents that he maintains current errors and omissions insurance applicable to the services to be rendered under this Agreement.

10. **Attorney-Client Relationship.** Counsel agrees that he 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 Counsel pursuant to this contract, all opinions and conclusions of Counsel, any reports, information, data, statistics, forms, procedures, systems, studies and all communications with County, are confidential. Counsel agrees to take all steps reasonably necessary to maintain this confidentiality. Counsel is responsible for ensuring that he and all of his employees faithfully adhere to the confidentiality requirements of law and this Agreement.

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

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

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. Counsel will be required to submit a Form 590 prior to execution of this Agreement or County shall withhold seven (7) percent of each payment to be made to Counsel during the term of this Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

14. **Proof of Insurance.** Counsel shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Counsel maintains insurance that meets the following requirements:

A. Professional malpractice insurance is required with a limit of liability not less than \$1,000,000 per occurrence.

B. Counsel shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

C. 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. Counsel 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, Counsel 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 year. New certificates of insurance are subject to the approval of the Risk Management Division and Counsel agrees that no work or services shall be performed prior to the giving of such approval. In the event Counsel 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.

I. Counsel's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Counsel'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 Counsel 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. The insurance companies shall have no recourse against the County, its officers and employees or any of them for payment of any premiums or assessments under any policy issues by any insurance company.

M. Counsel's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

O. 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.

15. **Contract Administrator.** For the purpose of administering this Agreement, the County shall be represented by Assessor Karl Weiland or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For County: Karl Weiland (or successor)
330 Fair Lane
Placerville, California 95667

With a copy to: Michele Weimer
330 Fair Lane
Placerville, California 95667

For Attorney: Albert Ramseyer
1435 E. Palmer Ave.
Glendale, CA 91205

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. 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. Counsel waives any removal rights it may have under Code of Civil Procedure section 394.

17. **Term.** This Agreement shall be effective on the date fully executed by all parties and shall cover the period starting January 24, 2022 through January 23, 2023.

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

Dated: 1st 2/22/22

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

ATTEST:
Kim Dawson,
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Dated: JAN 24, 2022

By: Albert Ramseyer
Albert Ramseyer, J.D.
California State Bar Number 131570

