

1 AGREEMENT FOR LEGAL SERVICES BETWEEN
2 EL DORADO COUNTY AND ABIGAIL ROSEMAN, ESQ.

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 ABIGAIL L. ROSEMAN, a California licensed attorney (“Attorney”), whose
6 address is P.O. Box 959, Georgetown, California, 95634, effective on the date services were
7 first performed for the county in the matters described below, for the performance of specified
8 legal services for county.

9 1. Scope of Services. County hereby retains Attorney to advise, assist, and
10 represent County as co-counsel with County Counsel in regard to all legal aspects related to
11 the relationship between the County and the El Dorado County Public Guardian, and any
12 related administrative proceedings or other matters.

13 Attorney may also provide such additional services as may be mutually agreed by the
14 parties; provided, that such additional services must be authorized in writing by the County
15 and may require an amendment to this Agreement.

16 2. Independent Contractor. Attorney and all persons who perform services for or
17 through Attorney pursuant to this Agreement shall be an independent contractor and shall not
18 be deemed to be an employee of County for any purpose. Attorney’s services shall be under
19 the general direction of the County Counsel who shall also be responsible for administering
20 this Agreement.

21 3. Standards of Performance. Attorney and every employee thereof shall provide
22 their services, advice and any reports in full compliance with all applicable law and
23 professional standards. Attorney represents that it is specially trained, experienced, expert
24 and competent to perform the services required under this Agreement, and that each
25 individual providing legal services is a member in good standing of the State Bar and is
26 licensed to practice in California. Further, Attorney certifies that it will not accept
27
28

1 representation in any matters, including litigation, under this Agreement if it or any employee
2 thereof has any personal or financial interest therein.

3 4. Compensation. County shall compensate Attorney for professional services
4 rendered at the respective hourly rates of the individuals employed by Attorney providing the
5 services at a rate of \$85.00 per hour. Attorney shall keep proper records to enable County to
6 verify the services rendered, and such records shall be made reasonably available to County or
7 its agents for inspection and 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
27
28

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

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

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

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

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

22 d. Professional liability (for example, malpractice insurance) covering
23 services provided under this Agreement is required with a limit of liability not less than
24 \$1,000,000 per occurrence.

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

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

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

14 h. The certificate of insurance must include the following provisions
15 stating that:

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

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

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

26 j. Any deductibles or self-insured retentions must be declared to and
27 approved by the County. At the option of the County, either: the insurer shall reduce or
28

1 eliminate such deductibles or self-insured retentions as respects the County, its officers,
2 officials, employees, and volunteers; or Attorney shall procure a bond guaranteeing payment
3 of losses and related investigations, claim administration and defense expense.

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

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

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

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

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

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

26 10. Attorney-Client Relationship. Attorney agrees that it will comply with all
27 ethical duties, will maintain the integrity of the attorney-client relationship, and will take all
28

1 steps available to preserve all applicable legal privileges, confidences, and records from
2 disclosure. All documents and information obtained by or generated by Attorney pursuant to
3 this Agreement, all opinions and conclusions of Attorney, any reports, information, data,
4 statistics, forms, procedures, systems, studies and all communications with County, are
5 confidential. Attorney agrees to take all steps reasonably necessary to maintain this
6 confidentiality. Attorney is responsible for insuring that it and all of its employees faithfully
7 adhere to the confidentiality requirements of law and this Agreement.

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

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

19 13. Indemnity. The parties to this Agreement have read and are aware of the
20 provisions of Government Code section 1090 et seq. and Section 87100 relating to conflict of
21 interest of public officers and employees. Attorney attests that it has no current business or
22 financial relationship with any County employee(s) that would constitute a conflict of interest
23 with provision of services under this contract and will not enter into any such business or
24 financial relationship with any such employee(s) during the term of this Agreement. County
25 represents that it is unaware of any financial or economic interest of any public officer or
26 employee of Attorney relating to this Agreement.

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

13 14. Term. The term of this Agreement shall begin on the date first stated above,
14 and shall remain in effect until terminated by any party or until all work contemplated
15 hereunder shall be completed. However, this Agreement shall be terminable by County at any
16 time and for any reason, or without cause. Funds budgeted for the purpose of this Agreement
17 are made available on a fiscal year basis, and budgeting is subject to change at any time.
18 Should funding not be made available, this Agreement shall be automatically terminated in its
19 entirety. Attorney may terminate this Agreement upon sufficient written notice to County,
20 made in such a manner so that the County shall not be prejudiced, but in no event less than
21 thirty (30) days notice. Upon termination of this Agreement for any reason, Attorney shall
22 immediately cease all work, except as may be reasonably required to avoid prejudice to
23 County which shall be immediately reported to County, shall immediately transfer all files
24 relating to County's matters either to County or any other lawyer hired by County, at
25 County's direction, and within ten (10) days shall provide a final bill to County for all
26 services rendered. The obligation of confidentiality shall continue and shall not terminate
27
28

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: Abigail Roseman
18 P.O. Box 959
19 Georgetown, California 95634

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

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

27 ///
28 ///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees. Attorney waives any removal rights it may have under Code of Civil Procedure section 394.

Dated:

COUNTY OF EL DORADO

By: _____
Chair, Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By _____ Date: _____
Deputy Clerk

Dated:

Abigail L. Roseman
"Attorney"
State Bar Number #82721

s:\coco\agreements\roseman2011