



**PLACER COUNTY
PERSONNEL DEPARTMENT**

145 Fulweiler Avenue, Suite 200
Auburn, California 95603-4578

CIVIL SERVICE COMMISSION

John Costa
Ron Le Doux
Don Nelson
Andrae Randolph
Rick Ward

MEMORANDUM

Lori Walsh, Director
Main Office: 530.889.4060
FAX: 530.886.4626
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To: Board of Supervisors
From: Lori Walsh, Personnel Director
By: Jon Harned, Sr. Administrative Services Officer
Date: September 1, 2015
Subject: Civil Service Commission legal services contract with the Law Office of William Wright.

ACTION REQUESTED

Authorize the County Executive Officer to sign a contract with the Law Office of William Wright for legal services in support of the Civil Service Commission, in an amount not to exceed a budgeted net county cost of \$35,000, for the period of FY 2015-2016.

BACKGROUND

One of the primary duties of the counsel for the Civil Service Commission is to advise the Commission in the course of its duties as a hearing body for grievance hearings and employee disciplinary appeals and other such matters as may arise upon request of the Commission or the Personnel Director. Additional duties include legal research, preparation of decisions and other documents as needed by the Commission.

Mr. Wright has provided legal services for the Civil Service Commission for the past several years. The Civil Service Commission and the Personnel Director support the new contract for fiscal year 2015-2016 with the Law Office of William Wright. The contract has been reviewed and approved by County Counsel for content and insurance provisions.

FISCAL IMPACT

The Personnel Department has a budget of \$35,000.00 to pay for the Civil Service Commission's legal services for FY 2015-2016.

Cc: Don Nelson, Civil Service Commission Chair

Administering Agency: Placer County Personnel Department

Contract No. _____

Contract Description: Civil Service Commission Legal Services Agreement

THIS AGREEMENT is made at Auburn, California by and between the County of Placer, ("County"), and Law Office of William Wright ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to County in the manner specified in Exhibit A; or, if no manner be specified in Exhibit A, then according to the usual and customary procedures which CONTRACTOR uses for billing clients similar to County.

Contract Maximum. The amount of the contract shall not exceed Thirty Five Thousand Dollars (\$35,000). This amount is the initial authorization and additional expenditures, if any, may be authorized by the COUNTY through an amendment to this Agreement, when requested and approved in advance.

3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Contractor is to perform any services within the time limits set forth in Exhibit A.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's

obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Indemnity and Insurance.**

A. Hold Harmless. County agrees to save harmless and indemnify Contractor from every claim or demand of any kind or nature whatsoever which may be made by any person relating to or growing out of services to be provided by Contractor under the terms of this Agreement. County further agrees, at its own cost, expense and risk to investigate and defend any and all actions, suits, or other legal proceedings which may be brought against Contractor relating to or growing out of services to be provided by Contractor under the terms of this Agreement.

B. Insurance. Contractor shall, contemporaneous with the signing of this Agreement, file with the COUNTY a Certificate of Insurance showing professional liability insurance in an amount not less than \$1,000,000.00 for each person and not less than \$2,000,000.00 for each accident, and showing property damage coverage in an amount not less than \$1,000,000.00. Such Certificates shall provide that they are not cancelable without advance written notice to the COUNTY and shall be in a form and by a surety approved by the COUNTY.

10. **Term.** The term of this agreement shall cover the period beginning July 1, 2015 through June 30, 2016, unless otherwise ended pursuant to paragraph 15.

11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever, except to the extent customary to the representation of a client by an attorney in the course of litigation.

12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

13. **Personnel.** The County has contracted for the personal services of Contractor. Contractor shall not assign primary responsibility for these services to any other employee or subcontractor without prior consent of the County.

14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such

person will be employed in the performance of this agreement without immediately notifying the County.

21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Personnel Dept
Attn: Lori Walsh, Director
145 Fulweiler Ave., Suite 200
Auburn, CA 95603

CONTRACTOR:

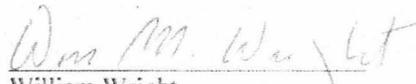
Law Office of William Wright
Attn: William Wright
2828 Easy Street, Suite 3
Placerville, CA 95667

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as follows:

CONTRACTOR:

By:


William Wright,
Law Offices of William Wright

Date:

8 18 15

COUNTY OF PLACER

By: _____
David Boesch, County Executive Officer

Date: _____



Lori Walsh, Personnel Director

Date: 8-25-15

Approved As to Form – County Counsel:

By: _____
Deputy County Counsel

Exhibit

A. Scope of Work

SERVICES. Provide professional services as needed and as appropriate for service as special counsel assigned to the Placer County Civil Service Commission. Specifically, Contractor's scope of work includes: Advise the Civil Service Commission and Commission staff in the course of the Commission's duties as a hearing body for grievance hearings and employee disciplinary appeals. Advise the Commission and Commission staff on the appropriate scope of Brown Act requirements as applicable to Commission meetings, hearings, and agendas. Represent the Commission as attorney of record in writ litigation filed against the Commission challenging Commission decisions where authorized by Commission staff and after consultation with the Placer County Counsel.

Duties within the scope of work include:

- Attend Commission meetings and hearings to advise the Commission, on not more than five (5) business days notice. If less notice is provided, make every effort possible to attend such meetings or hearings as may be requested by County.
- Provide pre and post meeting and hearing consultation with Commission staff. Participate as the Commission's representative in pre and post hearing communications with hearing parties and/or their representatives regarding issues raised by the parties, issues likely to arise that may impact the hearing or the Commission's deliberations, and or to further the resolution of any issue pending before the Commission.
- Provide legal research as requested, in a timely manner, to provide advice to the Commission and Commission staff.
- Prepare decisions and other formal documents as needed.
- Litigation defense services will include all usual and necessary services normally provided in the course of representing a party in litigation.

REPORTS/AUTHORITY. Contractor shall submit progress reports upon request. Requests for authority and/or investigation shall be submitted to the Personnel Director. Approval must be obtained from County, with notification to the Placer County Counsel, prior to filing a response in any lawsuit. Approval must be obtained from County, and after consultation with the Placer County Counsel, prior to filing a pleading which names another party as a respondent or defendant.

SETTLEMENT. Contractor shall not settle any matter without approval of County, and after consultation with the Placer County Counsel. Contractor shall notify County promptly of the terms of any settlement offer received.

PRINCIPAL ASSIGNED ATTORNEY. The principal attorney assigned to this contract shall be William M. Wright. The principal attorney may assign work to associate attorneys in the firm without prior approval of County. Any substitution of personnel staff shall be pre-approved by the County, pursuant to Section 13 of this Agreement.

No specific volume of contract services will be guaranteed for any time period.

B. Payment for Services Rendered

CONTRACTOR shall bill County at the rate of \$200.00 (Two hundred) an hour for attorney services upon receipt of a detailed billing which itemizes date, work performed, time spent, and an indication of who performed the work. Billing shall be submitted on a monthly basis. The total amount billed by

COUNTY authorizes Contractor to incur reasonable travel expenses, including, mileage, parking, tolls, out of county lodging and meals, and shall reimburse for all such actual costs incurred. Payment shall be made upon receipt of a detailed billing accompanied by a copy of a receipt or statement from the outside vendor or other acceptable backup documentation.

COUNTY will provide CONTRACTOR with a 1099 Form at the end of the taxable year in which payment is received. CONTRACTOR is responsible for taxes and or assessments imposed on account of the payment of fees to CONTRACTOR or CONTRACTOR'S own employees pursuant to this agreement.

C. Disclosure Regarding Errors and Omissions Coverage. Contractor does meet one or more of the criteria for errors and omissions coverage set forth in Business and Professions Code sections 6147 and 6148.