

CONTRACT FOR LEGAL SERVICES

BETWEEN

CONTRA COSTA COUNTY

AND

TERRY ROEMER

[INDEPENDENT PERSONNEL INVESTIGATIONS]

1. Parties and Effective Date. Effective January 1, 2021, the County of Contra Costa, a political subdivision of the State of California (hereinafter called “Agency”), and Terry Roemer (hereinafter called “Attorney”) (collectively, “the parties”), mutually agree as follows:
2. Term. The term of this Contract for Legal Services (hereinafter called “Agreement”) shall be from the effective date through the completion of all assigned matters, unless sooner terminated as provided herein. This Agreement supersedes all previous contracts, if any, between the parties.
3. Attorney’s Obligations.
 - a. On the matters covered by this Agreement, Attorney will provide professional legal services, advice and consultation to the Agency through its County Counsel in the form of confidential, impartial workplace investigations, the scope of which will be further delineated by County Counsel. Attorney will conduct interviews, conduct necessary research, provide a written report of the findings of each investigation, and any other related tasks necessary to complete investigations, as approved by County Counsel.
 - b. The purpose of these legal services is to facilitate the County’s employment counsel in rendering legal advice to the County. Attorney will make factual findings utilizing Attorney’s legal skills, knowledge and experience in employment law. Attorney’s services are protected by the attorney/client and work product privileges, unless the Agency waives these privileges.
 - c. Terry Roemer is the primary attorney designated by Agency to provide these services. No other attorney will be designated to provide these services without prior written approval of County Counsel. No major decision concerning the handling of, or the scope of, personnel investigations, or a commitment for a substantial expenditure is to be made without the prior approval of County Counsel and when appropriate or necessary, the Board of Supervisors.

4. Compensation. In consideration of Attorney's provision of services, Agency shall pay Attorney's reasonable costs, as follows:
 - a. For legal services:

Terry Roemer	\$350.00 per hour
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For testimony:

Terry Roemer	\$400.00 per hour
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 - b. Travel time is billed at the attorney's hourly rate, above.
 - c. Reasonable costs, as follows:
 - 1) Automobile mileage at the IRS standard mileage rate. Any travel outside Sacramento or the San Francisco Bay Area is subject to the prior approval of County Counsel.
 - 2) Postage, delivery services, transcription of taped interviews, travel expenses, long distance telephone charges, outside photocopying costs, and other similar charges at actual cost incurred.
 - 3) Other reasonable costs that are approved in advance by County Counsel.
5. Billing and Payment. Attorney shall submit to the Agency, through the County Counsel's Office, a properly documented demand for payment monthly, in the form and manner prescribed by Agency. The demand for payment shall itemize the type of services performed, the date the services were performed, and the amount of time spent on such services. Attorney shall supply a copy of its W-9 form to Agency.
6. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
7. Subcontract and Assignment. Attorney shall not subcontract any of the work or assign any of Attorney's rights or obligations under this Agreement without prior written consent of Agency.
8. Records. Attorney shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agency and shall also make available to Agency for audit all such records maintained.
9. Conflicts of Interest. Attorney shall avoid any actual or potential conflicts of interest. Attorney agrees to notify Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.

10. Termination. This Agreement may be terminated by Agency, at its sole discretion, upon written notice to the Attorney. This Agreement may be terminated by Attorney upon 90 days prior written notice to Agency.
11. Insurance. Attorney shall provide professional liability insurance with a minimum coverage limit of \$1,000,000 per claim/\$1,000,000 in the aggregate for all damages or losses because of errors, omissions, or malpractice arising from the provision of professional services under this Agreement.
12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever in nature regarding this matter are superseded and terminated by this Agreement and are hereby abrogated and nullified. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
13. Notices. All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing. The place for delivery of all notices given under this Agreement shall be shown below, or to such other addresses as County and Attorney may respectively designate by written notice to the other:

County: Office of the County Counsel
 Attn: Mary Ann Mason, Chief Assistant County Counsel
 1025 Escobar Street, 3rd floor
 Martinez, CA 94553

Attorney: Terry Roemer
 Law Office of Terry Roemer
 6114 LaSalle Avenue #176
 Oakland, CA 94611-2802

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be treated as an original and all of which together are to be considered one and the same Agreement. Facsimile signatures or scanned copies of signatures are binding and are to be considered original signatures.

CONTRA COSTA COUNTY

LAW OFFICE OF TERRY ROEMER

By: _____
 County Counsel

By: _____
 Terry Roemer

FORM APPROVED:

Sharon L. Anderson
County Counsel

By: _____
Mary Ann McNett Mason
Chief Assistant County Counsel

APPROVED FOR PAYMENT FROM:

Org.: 1351
Acct.: 2310

By: _____
County Administrator's Office