



MARIPOSA COUNTY

County Counsel · (209) 966-3222



RESOLUTION - ACTION REQUESTED 2018-39

MEETING: February 6, 2018
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel - Interim Human Resources Director
RE: Legal Services Agreement with Wanger, Jones, Helsley, PC

RECOMMENDATION AND JUSTIFICATION:

Approve a Legal Services Agreement with Wanger, Jones, Helsley, PC to Provide Legal Services to the County and Named Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains Wanger, Jones, Helsley, PC to represent Mariposa County in a legal action filed by Andrew Marowitz in Mariposa County Superior Court.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 1, 2016 a Complaint for invasion of privacy, trespassing, abuse of authority, misfeasance, and intentional infliction of emotional distress was filed with the Mariposa County Superior Court but never served on the County.

On December 20, 2016 a First Amended Complaint for federal civil rights violations was filed with the Mariposa County Superior Court but never served on the County.

On January 12, 2018 the County and individually named employees of the County were served with a Second Amended Complaint for declaratory and injunctive relief and for damages and punitive damages.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:

The funding for this agreement will be paid from the County's Liability fund and there is currently sufficient money in this fund for this Legal Services Agreement.

ATTACHMENTS:

Wanger Fee Agreement (00807792) (PDF)

Resolution - Action Requested 2018-39

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Merlin Jones, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
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RECEIVED

FEB 21 2018

MARIPOSA CO. COUNSEL

January 22, 2018

* Also admitted in Washington
.. Of Counsel
... Also admitted in Wisconsin

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Andrew Marowitz v. County of Mariposa

Dear Mr. Dahlem:

Thank you for asking our firm to represent the County of Mariposa defendants in connection with the Andrew Marowitz matter. Consistent with our ethical and professional responsibilities, this letter will confirm the terms of this representation.

The value of our services is based upon actual time spent by the attorneys and legal assistants working on your representation. We charge for our time in minimum units of one-tenth of an hour. All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from \$180 to \$495 per hour. My hourly fee for this representation will be \$395. The hourly rate for law clerks and paralegals is presently \$140 to \$180 per hour. We reserve the right to increase this hourly rate at any time during the course of our representation upon written notice.

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We attempt to serve our clients with the most effective support systems available while at the same time allocating the costs of these systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain cost and expense disbursements as described in the attached schedule. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide, whether for budgeting purposes or otherwise, are necessarily only an approximation of potential fees. Actual fees are determined in accordance with the policies outlined above and are often the result of factors beyond our control, e.g., the actions of adverse parties or their attorneys.

Our representation is a matter of mutual consent. Accordingly, you may discharge us at any time and we may withdraw from this representation with your consent or for good cause. Good cause includes breach of the terms of this agreement (including failure to pay all billing statements when due), your refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstance which would render our continuing representation impractical, unlawful or unethical.

When our services conclude for whatever reason, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you along with any of your property or any balance of your funds in our possession.

We bill monthly. We expect payment within thirty (30) days of receipt of our billing. Outstanding bills not paid within sixty (60) days may be charged monthly interest at the rate of 8 percent per annum or .667% per month.

While I will be the attorney primarily responsible for your representation, I may, if I believe it necessary, have other attorneys or paralegals participate in representing your interests. Although we represent our clients within the bounds of ethics and the law, we cannot guarantee the successful

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conclusion of any legal matter or the favorable outcome of any legal action.

We maintain errors and omissions insurance which is in excess of the limits which are required by the State Bar for matters of this type.

If you agree to the terms of this letter, please date and sign this letter and return it to us in the enclosed self-addressed, stamped envelope. For your convenience, we have enclosed a copy for your files.

Thank you for giving us this opportunity to be of service. Please feel free to call at any time if you have questions or concerns.

Sincerely,

WANGER JONES HELSLEY PC



Oliver W. Wanger


OWW/dlp
Enclosures

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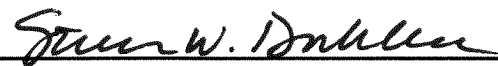
The County of Mariposa agrees to the terms set forth in this letter.

Dated: 2-27-18

County of Mariposa

By: 
Rosemarie Smallcombe
Chair, Mariposa County
Board of Supervisors

Approved as to form:

By: 
Steven W. Dahlem
County Counsel

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WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of \$10.00 for delivery
Mileage	\$.53 per mile (or current IRS rate whichever is greater)
Photocopies	\$.15 per page
Postage	Actual Cost
Telephone	Actual Cost
LEXIS NEXIS	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of 8 percent (8%) per annum.