

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) dated as of July 1, 2019 (“Effective Date”), is made by and between the Sonoma County Water Agency (“Sonoma Water”) and Water and Power Law Group PC (“Attorney”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes in the areas of water rights, environmental law, and administrative proceedings at the Federal Energy Regulatory Commission, State Water Resources Control Board, and the California Public Utilities Commission, with the goals of achieving water management which supports economic development and sustains aquatic ecosystems; and

WHEREAS, Sonoma Water has determined that Attorney’s assistance is needed in connection with advising Sonoma Water on legal strategies to resolve conflicting interests in the Russian River and Eel River Watersheds; and

WHEREAS, Sonoma Water and Attorney previously entered into a Legal Services Agreement (the “Original Agreement”), dated December 10, 2013, with an expiration date of June 30, 2016; and

WHEREAS, Sonoma Water and Attorney entered into a First Amended Legal Services Agreement (“First Amended Agreement”), which amended certain provisions contained therein and extended the term of the Agreement until June 30, 2018; and

WHEREAS, the First Amended Agreement was extended by the County Counsel for one (1) additional year; and

WHEREAS, Sonoma Water and Attorney desire to enter into a new Agreement until June 30, 2022.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Services. Attorney will provide advisory and representation services to Sonoma Water upon request, as more specifically set forth in Exhibit A attached hereto. Such requests shall be made through the Office of the County Counsel (“Counsel”) and Attorney shall always keep the County Counsel’s office adequately informed of the matters Attorney is handling. Attorney shall keep the County Counsel fully advised of the progress in each matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.
2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit B, provided however that total payments hereunder shall not exceed \$450,000. The rates set forth in Exhibit B shall not be adjusted without a formal amendment to this Agreement.
3. Funding.
 - a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2019/2020	\$150,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2020/2021	\$150,000
2021/2022	\$150,000

b. Availability of Funding in Subsequent Fiscal Years:

- i. Sonoma Water’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water’s Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water’s Board of Directors for the purpose of this Agreement.
- ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water’s Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 10 (Termination) or offer an amendment to Attorney to reflect the reduced amount.

4. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2022. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Attorney thirty (30) days in advance of the expiration date. The option may be exercised by the County Counsel.
5. Standard of Care. Sonoma Water has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by Sonoma Water of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.
6. Assigned Personnel. Richard Roos-Collins is deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Attorney shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water. Sonoma Water hereby consents to the participation of Water and Power Law Group’s Shareholder Julie Gantenbein and Senior Counsel Paul Kibel.
7. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to Sonoma Water, and shall include the following information:

- a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
 - b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
 - c. Separate itemization of non-legal costs by type.
 - d. Total fees and costs of the matter to date.
 - i. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
 - ii. All invoices submitted must include the following statement signed by the firm's supervising attorney:
 - iii. "I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to Sonoma Water."
8. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
- a. Travel expenses, except for mileage reimbursement for travel on behalf of Sonoma Water at the then current rate(s) established by the Internal Revenue Service, or to the extent approved in accordance with Section 9 below.
 - b. Unnecessary messenger or express mail charges.
 - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
 - d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
 - e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
 - f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.
 - g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.

- i. Replacement attorney learning time or other ramp-up learning costs.
 - j. Travel time.
 - k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
9. Direction and Extraordinary Expenses. All direction and control of Attorney's work for Sonoma Water will be by the Sonoma County Counsel's Office and in conjunction with Adam L. Brand, or such other attorneys as is designated by the Sonoma County Counsel. Attorney shall seek pre-approval from the County Counsel's Office for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and attorneys, and out-of-town travel.
10. Termination. This Agreement may be terminated by Sonoma Water at any time, subject to equitable proportional payments due to Attorney. County Counsel shall have the authority to terminate the Agreement on behalf of Sonoma Water. All files, written material, and documents will be transferred to Sonoma Water upon such termination. Attorney will be available to consult with Sonoma Water or, should one be retained, with Sonoma Water's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.
11. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
12. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform the County.
13. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of Sonoma Water. Attorney is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
14. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and Sonoma Water and by way of execution of a written modification to this Agreement.

15. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, attorneys, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein, by this reference; provided, however, that professional liability insurance shall not be required of any subcontractor not acting in the capacity of an attorney.
16. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release Sonoma Water, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of Sonoma Water, but excluding liability due to the sole or active negligence or due to the willful misconduct of Sonoma Water. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to Sonoma Water for any loss or damage to Sonoma Water property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.
17. Compliance with Laws. Attorney shall comply with any and all federal, state, and local laws-including, but not limited to the County of Sonoma Living Wage Ordinance-affecting the services provided by this Agreement. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
18. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of its obligations under the Rules of Professional Conduct.
19. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.
20. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
21. Conflict of Interest. Except as set forth in the Disclosure dated July 13, 2013, Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where Sonoma Water deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, Sonoma Water must waive in writing any such actual or potential conflict before Attorney may represent such other party.

22. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation Sonoma Water's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
23. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
24. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

Sonoma Water: Grant Davis, General Manager
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9010
Email: Grant.Davis@scwa.ca.gov

Attorney: Richard Roos-Collins
Water and Power Law Group PC
2140 Shattuck Avenue, Ste. 801
Berkeley, CA 94704
Email: Rrcollins@waterpowerlaw.com

Copy to: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Adam L. Brand
Email: Adam.Brand@sonoma-county.org

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

25. No Waiver of Breach. The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
26. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

- 27. Permitted Subcontracts. The services provided hereunder require knowledge of the interests of various groups and associations interested in the water management and ecosystems preservation and restoration in the Russian River and Eel River watersheds. Attorney may subcontract with necessary entities with prior approval pursuant to Paragraph 9 of this Agreement.
- 28. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 29. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Reviewed as to funds:

By: _____
 Sonoma County Water Agency
 Division Manager - Administrative
 Services

Approved as to form:

By: _____
 Adam L. Brand, Deputy County Counsel

Insurance Documentation is on file with the
 Office of County Counsel

Date/TW Initials: _____

Sonoma County Water Agency

Water and Power Law Group PC

By: _____
 Bruce Goldstein,
 County Counsel
 Authorized per Sonoma County Water
 Agency's Board of Directors Action on
 June 11, 2019

By: _____
 Richard Roos-Collins

Date: _____

Date: _____

Exhibit A
Scope of Services

Attorney shall provide legal advice to Sonoma Water regarding the following areas in connection with the operations of Sonoma Water's facilities and of PG&E's Potter Valley Project:

- Federal and California Endangered Species Act
- Water Rights
- FERC hydropower administrative proceedings
- CPUC administrative proceedings
- Clean Water Act
- Local land use planning and regulation
- California Environmental Quality Act

In consultation with Sonoma Water and County Counsel staff, Attorney shall assist Sonoma Water to develop and implement a legal strategy relating to water management and fisheries/ecosystem restoration activities in the Russian River and Eel River Watersheds that will harmonize and benefit the competing interests in Russian River and Eel River water resources. To develop and implement such a strategy, Attorney and any subcontractor will undertake the following tasks:

- Meet with Sonoma Water's General Manager, County Counsel, and senior staff to develop a common understanding of the hydrology of the Russian and Eel River watersheds; Sonoma Water's water supply and flood control operations; the status of endangered salmonid species in the two systems and current restoration activities relating to the species; the operations of the three major dams (Warm Springs, Coyote, and Scott); and the history of water management in the two watersheds.
- Work with Sonoma Water and County Counsel staff to identify relevant individuals and groups in the Russian River and Eel River watersheds whose participation in negotiations regarding resolution of water management and fisheries enhancement issues (particularly as related to the upcoming FERC relicensing of the Potter Valley Project) would be advisable.
- Work with Sonoma Water and County Counsel staff to create a long-term strategic plan for addressing pending and likely future legal issues facing Sonoma Water relating to water management and ESA/recovery issues.
- Work with Sonoma Water and County Counsel to implement a strategic plan, including (1) participation in negotiations, (2) communications with regulatory agencies and legislatures, and (3) representation in regulatory proceedings.

EXHIBIT B
RATES

Richard Roos-Collin, Principal:	\$350/hour
Julie Gantenbein, Shareholder:	\$250/hour
Paul Kibel, Senior Counsel:	\$250/hour
Paralegal:	\$85/hour

EXHIBIT C
INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, Attorneys, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma County Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Attorney from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance.
 - a. Required if Attorney has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.

If Attorney currently has no employees as defined by the Labor Code of the State of California, Attorney agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance.
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Attorney maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Attorney.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of

whether Attorney has a claim against the insurance or is named as a party in any action involving the County.

- d. Sonoma County Water Agency, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Attorney in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Attorney and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Certificate of Insurance.
3. Automobile Liability Insurance.
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Attorney currently owns no autos, Attorney agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance.
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
5. Standards for Insurance Companies.
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
6. Documentation.
- a. The Certificate of Insurance must include the following reference: Sonoma County Water Agency Legal Services Agreement.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with

County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, County Counsel's Office, Attn: Adam L. Brand, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Attorney shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations.

Attorney's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach.

If Attorney fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma County Water Agency, at its sole option, may terminate this Agreement and obtain damages from Attorney resulting from said breach. Alternatively, Sonoma County Water Agency may purchase the required insurance, and without further notice to Attorney, Sonoma County Water Agency may deduct from sums due to Attorney any premium costs advanced by Sonoma County Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Sonoma County Water Agency.