LEGAL SERVICES AGREEMENT

This Agreement dated as of April 1, 2024 ("Effective Date"), is made by and between the Sonoma County Counsel's Office on behalf of the County of Sonoma ("County") and Rimon PC ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes and has significant experience in bankruptcy matters, and;

WHEREAS, County has determined that Attorney's assistance is needed in connection with representing the County in bankruptcy matters, including, but not limited to those that affect the collection of property taxes, Transient Occupancy Taxes, cannabis business taxes, and the like;

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 County. Such requests shall be made through the Office of the County 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 A, provided however that total payments hereunder shall not exceed $600,000 for the Initial Term. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.

3. Term. The Initial Term of this Agreement shall commence upon the Effective Date and shall terminate on March 31, 2027. County has one (1) option to extend the term of the Agreement for an additional two (2) years following the expiration of the Initial Term, in an amount not to exceed $400,000 for the two year term by which the Agreement is extended, by giving notice of exercise of the option to Attorney at least thirty (30) days prior to the expiration of the Initial Term

4. Standard of Care. County 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 County of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to County, 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.

e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.

f. All invoices submitted must include the following statement signed by the supervising attorney for the engagement:

> "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 the County."

6. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:

a. Travel expenses, except to the extent approved in accordance with Section 7 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 consultants 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.).

7. Direction and Extraordinary Expenses. All direction and control of Attorney's work for County will be by the Sonoma County Counsel's Office and in conjunction with Tambra Curtis and/or other Deputy County Counsel assigned to represent the Auditor-Controller Treasurer-Tax Collector Permit Sonoma, or other County Department utilizing Attorney's services, as appropriate. 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 consultants, and out-of-town travel. Attorney agrees to only appear at hearings in person when required or requested by the County Counsel's Office. When out-of-town travel is required for in person appearances, the County Counsel's Office will pre-approve reasonable airfare costs. Travel time, meals, and lodging will not be reimbursable.

8. Termination. This Agreement may be terminated by County at any time, subject to equitable proportional payments due to Attorney. County Counsel shall have the authority to terminate the Agreement on behalf of the County. All files, written material, and documents will be transferred to the County upon such termination. Attorney will be available to consult with County or, should one be retained, with the County'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.

9. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

10. 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 County. Attorney is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similarbenefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that sheshall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11. 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 County and by way of execution of a written modification to this Agreement.

13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.

14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, 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 County, but excluding liability due to the sole or active negligence or due to the willful misconduct of County. 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 County for any loss or damage to County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.

15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of his obligations under the Rules of Professional Conduct.

16. 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.

17. 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 County 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 County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.

18. Conflict of Interest. Attorney covenants that she 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 the County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney may represent such other party.

19. 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 the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

20. 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.

21. 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:

County:	Auditor-Controller Treasurer-Tax Collector 585 Fiscal Drive, Room 100 Santa Rosa, Ca 95403 Attn: Joanne Tunzi
Attorney:	Rimon PC 2029 Century Park East Suite 400N Los Angeles, CA 90067 Attn: Jacquelyn Choi
Copy to:	County Counsel 575 Administration Drive, Room 105A Santa Rosa, CA 95403 Attn: Tambra Curtis

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.

22. No Waiver of Breach. The waiver by the County 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.

23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.

24. 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.

25. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of 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.

26. 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.

Date: _____, 2024

Rimon, P.C.

By:_____
Jacquelyn Choi

Date:_____, 2024

Sonoma County Counsel's Office

By:_____
Robert H. Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR COUNTY:

_____

Dated:_____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED
BY:

_____
Tambra Curtis

Dated:_____

EXHIBIT A
RATES

Attorney		Special County of Sonoma Rate
Jacquelyn Choi	Partner	$395.00
Associates		Not to exceed $325.00
Paralegals		Not to exceed $235.00

Exhibit B
Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, 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.

County 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 Consultant 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 Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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 Commercial Umbrella Liability Insurance. If Consultant maintainshigher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   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. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   d. The County of Sonoma shall be endorsed as additional insureds for liability

arising out of operations by or on behalf of the Consultant 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 Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. 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 Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant 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 Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

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 Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. 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.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

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 – Bankruptcy Counsel Agreement.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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: Tambra Curtis, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403.
   d. Required Evidence of Insurance shall be submitted for any renewal orreplacement of a policy that already exists, at least ten (10) days before expirationor other termination of the existing policy.
   e. Consultant 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
   Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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