

LEGAL SERVICES AGREEMENT

This Agreement dated as of July 27, 2021 ("Effective Date"), is made by and between the Sonoma County Counsel's Office on behalf of the County of Sonoma ("County") and Best Best & Krieger LLP ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney has significant experience and recognized legal expertise in land use, planning, environmental, administrative, constitutional, and general public law; and

WHEREAS, the Sonoma County Board of Supervisors has authorized a legal services agreement for as-needed legal services to assist the County with land use, planning, environmental, administrative, constitutional, and general public law.

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

AGREEMENT

1. Services. Attorney will furnish as-needed legal services to County with regard to the land use entitlement process, including review of environmental documents to ensure consistency with the California Environmental Policy Act (CEQA), and the National Environmental Policy Act (NEPA), when applicable, and including administrative hearings and appeals. Services will also entail providing legal review and counsel for private applicant initiated projects, and complex public and public-private development projects, including environmental review for such projects, and defending the County in litigation, including CEQA and permit challenges related to decisions on specific projects. Services will also include legal support for one or more county long range comprehensive planning initiatives, including the County's update of the general plan and various specific plans, as well as legal support for county zoning code and land use ordinance development, adoption, and implementation, including associated environmental review. Attorneys understand and agree that the County itself is the client, acting by and through the Board of Supervisors. Attorney shall be prepared to and shall provide all requested legal services reasonably required to represent the County's interests from initial project formulation and planning through to final project delivery and completion. Attorney shall always keep the County Counsel's office adequately informed of the matters Attorney is handling, and will provide the County Counsel with a draft of all deliverables as soon as possible to allow proper County Counsel review and input, and at least 48 hours before deadline. Attorney shall keep the County Counsel fully advised of the progress in each assigned matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.

County does not guarantee any amount or types of services, or any duration of services. All services shall be on an as-needed basis as determined by County in County's sole discretion. County will confirm all assignments in writing.

2. Compensation. Compensation to Attorney for respective services shall be at the following rates: \$285-\$365 per hour, depending on experience level of attorney, and \$220 per hour for public records act related legal services; provided, however, that total payments hereunder shall not exceed \$150,000. The rates set forth herein shall not be adjusted without a formal amendment to this Agreement.
3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate after three years, unless otherwise terminated as provided herein or renewed or extended.
- 4.
5. Attorneys' Key Personnel. The parties identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement. Key personnel shall be as listed below: Janet Coleson, Sarah Owsowitz, Nancy Park, Lauren Langer.
6. Standard of Care. County Counsel 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.
7. Billing and Timekeeping. A billing statement shall be provided on a monthly basis, 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 firm's supervising attorney:

"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."

8. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
- a. Travel expenses, except if approved in accordance with Section 8 below.
 - b. Travel time, except if approved in accordance with Section 8 below.
 - c. Unnecessary messenger or express mail charges.
 - d. 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.
 - e. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
 - f. Expenses for experts or attorneys that have been retained without the prior written approval of County Counsel.
 - g. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.
 - h. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - i. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - j. Replacement attorney learning time or other ramp-up learning costs.
 - k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
8. Direction and Extraordinary Expenses. All direction and control of Attorney's work will be by the Sonoma County Counsel's Office and in conjunction with Chief Deputy County Counsel Jennifer C. Klein, County Counsel representative. 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 legal documents, undertaking significant legal research or substantial drafting, retaining experts and attorneys, and out-of-town travel.

9. Termination. This Agreement may be terminated by County Counsel at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to the County Counsel upon such termination. Attorney will be available to consult with County Counsel 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. Termination by Attorney is permitted in the event of withdrawal under Section 10 of this Agreement.
10. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
11. 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.
12. 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 similar benefits County provides its employees. In the event County Counsel 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.
13. 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 Counsel and by way of execution of a written modification to this Agreement.
14. 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 A, which is attached hereto and incorporated herein, by this reference.
15. 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 errors or omissions by Attorney, or the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of County, but to the extent required by law, excluding liability due to County's conduct. 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.

16. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
17. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the Effective Date and relating to appellate representation in the underlying matter will be binding on the parties.
18. 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.
19. Conflict of Interest. 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 County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, County must waive any such actual or potential conflict in writing before Attorney may represent such other party. County acknowledges that Attorney reported no known conflicts as of the effective date of this Agreement. Attorneys will not represent the Sonoma County Water Agency or the Sonoma County Agricultural Preservation and Open Space District without prior authorization of the County Counsel. Attorneys will not represent any client in a matter adverse to the County of Sonoma, the Sonoma County Water Agency or the Sonoma County Agricultural Preservation and Open Space District without prior authorization of the County Counsel. County acknowledges that Attorney represents the Marin/Sonoma Mosquito and Vector Control District as General Counsel..
20. 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.

21. 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.
22. 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, except that bills may be submitted electronically. Notices, bills, and payments sent by mail shall be addressed as follows:

County: Jennifer C. Klein, Chief Deputy
Office of County Counsel
County of Sonoma
Office of the County Counsel
575 Administration Drive, Rm 105A
Santa Rosa, CA 95403-2881

Electronic Bill Submission:
Jennifer.klein@sonoma-county.org
With cc: to:
Kelli.logasa@sonoma-county.org

Attorney: Janet Coleson
Best Best & Krieger
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596
janet.coleson@bbklaw.com

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.

23. 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.

24. 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.

25. 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.

26. 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 may be 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.

27. 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.

Dated: _____, 20__

Attorney:

By:  _____

Dated: _____, 20__

Sonoma County Counsel's Office

By: _____
Robert Pittman
Sonoma County Counsel

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Attorney:

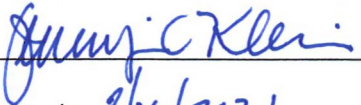
By: 

Dated: 30 July, 2021

Sonoma County Counsel's Office

By: 
Robert Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR COUNTY:


Dated: 8/10/2021

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED
BY:

By: 
Chief Deputy County Counsel

Dated: 8/10/2021

EXHIBIT A
INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, subconsultants, and other agents to maintain insurance as described below. 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 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.

a. Workers Compensation and Employers Liability Insurance

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

f. 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 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. The County of Sonoma, its officers, agents and employees shall be endorsed as 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. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
- g. 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 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.
- h. Professional Liability/Errors and Omissions Insurance**
- a. Minimum Limits: \$5,000,000 per claim or per occurrence; \$10,000,000 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 Attorney'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 Attorney arising from the negligence of Attorney, Attorney's employees and Attorney'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.

i. 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.

j. Documentation

- a. The Certificate of Insurance must include the following reference: N/A.
- 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: Sonoma County Counsel's Office – 575 Administration Drive, Suite 105A, Santa Rosa, CA 95404.
- 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.

k. Policy Obligations

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

l. 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. County, at its sole option, may terminate this Agreement and obtain damages from Attorney resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Attorney, County may deduct from sums due to Attorney any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2022

DATE (MM/DD/YYYY)

8/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No., Ext): FAX (A/C, No):	
INSURED 1312916 Best Best & Krieger LLP 3390 University Ave, 5th Floor Riverside CA 92501	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Vigilant Insurance Company	
	INSURER B: Federal Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES BESBE01 **CERTIFICATE NUMBER:** 17741097 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	35894252	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7355-52-44	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	79868975	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	71750505	4/30/2021	4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Sonoma, its officers, agents and employees are named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER

17741097County of Sonoma
575 Administration Drive, Suite 105A
Santa Rosa CA 95494

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Liability Insurance Endorsement

Policy Period	4/30/2021 to 4/30/2022
Effective Date	4/30/2021
Policy Number	35894252
Insured	Best Best & Krieger LLP
Name of Company	Vigilant Insurance Company
Date Issued	4/30/2021

This Endorsement applies to the following forms: **GENERAL LIABILITY**

Under Who An Insured, the following provision is added.

Who Is An Insured

Additional Insured- Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are **insured** you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damage, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Liability Endorsement

(continued)

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE "INSUREDS" ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN "INSURED".

HOWEVER, NO PERSON OR ORGANIZATION IS AN "INSURED" UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Additional Insured - Scheduled Person Or Organization

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Best Best & Krieger LLP	
	2 Business name/disregarded entity name , if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 3390 University Avenue, 5th Floor	Requester's name and address (optional)
	6 City, state, and ZIP code Riverside, CA 92501	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	5	-	2	1	5	7	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/4/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT**

This FIRST Amendment ("Amendment"), dated as of 01/31, 2023 ("Effective Date"), is made by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Best Best & Krieger LLP ("Attorneys"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, County and Attorneys entered into a Legal Services Agreement, dated July 27, 2021, for legal services to assist the County with land use, planning, environmental, administrative, constitutional and general public law; and

WHEREAS, the Agreement set a maximum compensation level for Attorneys' services at \$150,000; and

WHEREAS, the continued scope of services for the County will likely require and result in billings by Attorneys that will exceed \$150,000 in value and may reach as high as \$300,000 over the term of the contract; and

WHEREAS, the County and Attorneys have been mutually satisfied with the Agreement and wish to amend the Agreement with Attorneys to increase the contract amount.

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

AGREEMENT

1.

1. Section 1-Services shall be amended to read in full as follows:

1. Services. Attorney will furnish as-needed legal services to County with regard to the land use entitlement process, including review of environmental documents to ensure consistency with the California Environmental Policy Act (CEQA), and the National Environmental Policy Act (NEPA), when applicable, and including administrative hearings and appeals. Services will also entail providing legal review and counsel for private applicant initiated projects, and complex public and public-private development projects, including environmental review for such projects, and defending the County in litigation, including CEQA and permit challenges related to decisions on specific projects. Services will also include legal support for one or more county long range comprehensive planning initiatives, including the County's update of the general plan and various specific plans, as well as legal support for county zoning code and land use ordinance development, adoption, and implementation, including associated environmental review. Services will also encompass general land use and code enforcement related legal

work, including any administrative proceedings and/or litigation arising in connection therewith. Attorneys understand and agree that the County itself is the client, acting by and through the Board of Supervisors. Attorney shall be prepared to and shall provide all requested legal services reasonably required to represent the County's interests from initial project formulation and planning through to final project delivery and completion. Attorney shall always keep the County Counsel's office adequately informed of the matters Attorney is handling, and will provide the County Counsel with a draft of all deliverables as soon as possible to allow proper County Counsel review and input, and at least 48 hours before deadline. Attorney shall keep the County Counsel fully advised of the progress in each assigned matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.

2. Section 2-Compensation shall be amended to read in full as follows:

3. Compensation. Compensation to Attorneys for respective services shall be at the following rates: \$285-365 per hour, depending on experience level of attorney, and \$220 per hour for public records act related legal services, and paralegal services shall be at \$180 per hour; provided, however, that total payments hereunder shall not exceed \$300,000. The rates set forth herein shall not be adjusted without a formal amendment to this Agreement.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND ATTORNEYS HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

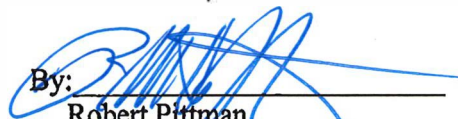
ATTORNEYS:

Date: 2/17/, 2023

By: 
Attorney

COUNTY OF SONOMA:

Date: 3/29, 2023

By: 
Robert Pittman
Sonoma County Counsel

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: 
Jennifer Klein, Chief Deputy County Counsel

Date: 03/28/2023

Second Amendment To Legal Services Agreement

This Second Amendment (“Amendment”), dated as of _____ 2024 (“Effective Date”), is made by and between the County of Sonoma, a political subdivision of the State of California (“County”) and **Best Best & Krieger LLP** (“Attorneys”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

Recitals

Whereas, the County and Attorneys entered into an agreement for Legal Services dated July 27, 2021, for legal services on an as needed basis for a term of three years;

Whereas, on January 31, 2023, County and Attorneys entered into a First Amendment to the Agreement to, among other things, increase the contract cap from \$150,000 to \$300,000;

Whereas, County has identified the need to extend the term of the agreement by three years, and increase the cap by an additional \$150,000, for a new total cap of \$450,000.

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Section 2, “Compensation,” shall be amended to read in full as follows:
 2. Compensation. Compensation to Attorneys for respective services shall be at the following rates: \$385 per hour for Partners and Of Counsel, \$350 per hour for Associates, and \$185 per hour for Paralegals, Law Clerks, and Analysts; provided that if Public Records Request services are requested of Attorney’s Advanced Records Center (ARC) Team, that rate is \$230 per hour blended for all Attorneys, Paralegals, Law Clerks and Analysts; and further provided that total payments hereunder for all services shall not exceed \$450,000. The rates set forth herein shall not be adjusted without a formal amendment to this Agreement.
2. Section 3, “Term,” shall be amended to read in full as follows:
 3. Term. The original three-year term of this Agreement, commencing upon the Effective Date, shall be extended by three additional years, so that it terminates after a total of six years from the Effective Date, unless otherwise terminated as provided herein or renewed or extended.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as original executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
4. This Amendment shall be governed and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND ATTORNEYS HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

In Witness Whereof, the parties hereto have executed this Amendment as of its Effective Date.

Attorneys:

Best Best & Krieger LLP

Dated: _____

By: _____

Name:

Title:

County:

Robert H. Pittman, County Counsel

Dated: _____

By: _____

Jennifer C. Klein,

Chief Deputy County Counsel