

AGREEMENT FOR LEGAL SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the Sonoma County Sheriff's Office, a political subdivision of the State of California (hereinafter "Sheriff's Office"), and Jones and Mayer (hereinafter "Law Firm").

R E C I T A L S

WHEREAS, Law Firm represents that it is a duly qualified provider, experienced in legal services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Law Firm for legal services.

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

A G R E E M E N T

1. Scope of Services.

1.1 Law Firm's Specified Services. Law Firm shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With Sheriff's Office. Law Firm shall cooperate with Sheriff's Office and Sheriff's Office staff in the performance of all work hereunder.

1.3 Performance Standard. Law Firm shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Law Firm's profession. Sheriff's Office has relied upon the professional ability and training of Law Firm as a material inducement to enter into this Agreement. Law Firm hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Sheriff's Office shall not operate as a waiver or release. If Sheriff's Office determines that any of Law Firm's work is not in accordance with such level of competency and standard of care, Sheriff's Office, in its sole discretion, shall have the right to do any or all of the following: (a) require Law Firm to meet with Sheriff's Office to review the quality of the work and resolve matters of concern; (b) require Law Firm to repeat the work at

no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Law Firm shall assign only competent personnel to perform work hereunder. In the event that at any time Sheriff's Office, in its sole discretion, desires the removal of any person or persons assigned by Law Firm to perform work hereunder, Law Firm shall remove such person or persons immediately upon receiving written notice from Sheriff's Office.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sheriff's Office to be key personnel whose services were a material inducement to Sheriff's Office to enter into this Agreement, and without whose services Sheriff's Office would not have entered into this Agreement. Law Firm shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sheriff's Office.
 - c. In the event that any of Law Firm's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Law Firm's control, Law Firm shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Law Firm shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Law Firm to complete the services. Law Firm shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Law Firm shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sheriff's Office business after presentation of an invoice in a form approved by the Sheriff's Office for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Sheriff's Office.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Sheriff's Office shall withhold seven percent of the income paid to Law Firm for services performed within the State of California under this agreement, for payment and reporting

to the California Franchise Tax Board, if Law Firm does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Law Firm does not qualify, Sheriff's Office requires that a completed and signed Form 587 be provided by the Law Firm in order for payments to be made. If Law Firm is qualified, then the Sheriff's Office requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Law Firm agrees to promptly notify the Sheriff's Office of any changes in the facts. Forms should be sent to the Sheriff's Office pursuant to Article 12. To reduce the amount withheld, Law Firm has the option to provide Sheriff's Office with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from August 3, 2020 to August 2, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Sheriff's Office shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Law Firm.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Law Firm fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sheriff's Office may immediately terminate this Agreement by giving Law Firm written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Law Firm, within 14 days following the date of termination, shall deliver to Sheriff's Office all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Law Firm or Law Firm's subcontractors, Law Firms, and other agents in connection with this Agreement and shall submit to Sheriff's Office an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Sheriff's Office, Law Firm shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as

the services satisfactorily rendered hereunder by Law Firm bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Law Firm shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Sheriff's Office terminates the Agreement for cause pursuant to Section 4.2, Sheriff's Office shall deduct from such amount the amount of damage, if any, sustained by Sheriff's Office by virtue of the breach of the Agreement by Law Firm.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the Sheriff's Office. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the Sheriff's Office.

5. Indemnification. Law Firm agrees to accept all responsibility for loss or damage to any person or entity, including Sheriff's Office, and to indemnify, hold harmless, and release Sheriff's Office, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Law Firm, that arise out of, pertain to, or relate to Law Firm's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Law Firm agrees to provide a complete defense for any claim or action brought against Sheriff's Office based upon a claim relating to such Law Firm's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Law Firm's obligations under this Section apply whether or not there is concurrent or contributory negligence on Sheriff's Office's part, but to the extent required by law, excluding liability due to Sheriff's Office's conduct. Sheriff's Office shall have the right to select its legal counsel at Law Firm's expense, subject to Law Firm's approval, which shall not be unreasonably withheld. 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 Law Firm or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Law Firm shall maintain and shall require all of its subcontractors, Law Firms, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Law Firm's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Law Firm's performance of this Agreement shall be extended by a number of days equal to the number of days Law Firm has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Sheriff-Coroner. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Law Firm to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Law Firm shall be entitled to no compensation whatsoever for the performance of such work. Law Firm further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Sheriff's Office.

9. Representations of Law Firm.

9.1 Standard of Care. Sheriff's Office has relied upon the professional ability and training of Law Firm as a material inducement to enter into this Agreement. Law Firm hereby agrees that all its work will be performed and that its operations shall be conducted 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 of Law Firm's work by Sheriff's Office shall not operate as a waiver or release.

9.2 Status of Law Firm. The parties intend that Law Firm, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Law Firm is not to be considered an agent or employee of Sheriff's Office and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sheriff's Office provides its employees. In the event Sheriff's Office exercises its right to terminate this Agreement pursuant to Article 4, above, Law Firm expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Law Firm 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. Law Firm 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 Law Firm becomes debarred, Law Firm has the obligation to inform the Sheriff's Office

9.4 Taxes. Law Firm 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. Law Firm agrees to indemnify and hold Sheriff's Office harmless from any liability which it may incur to the United States or to the State of California as a consequence of Law Firm's failure to pay, when due, all such taxes and obligations. In case Sheriff's Office is audited for compliance regarding any withholding or other applicable taxes, Law Firm agrees to furnish Sheriff's Office with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Law Firm shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sheriff's Office for inspection at any reasonable time. Law Firm shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Law Firm covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Law Firm further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Sheriff's Office, Law Firm shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with Sheriff's Office disclosing Law Firm's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Law Firm agrees to comply with 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, Law Firm 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Law Firm 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 herein by this reference.

9.9 AIDS Discrimination. Law Firm agrees to comply with the provisions of Chapter 19, Article II, 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.

9.10 Assignment of Rights. Law Firm assigns to Sheriff's Office all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Law Firm in connection with this Agreement. Law Firm agrees to take such actions as are necessary to protect the rights assigned to Sheriff's Office in this Agreement, and to refrain from taking any action which would impair those rights. Law Firm's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sheriff's Office may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sheriff's Office. Law Firm shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sheriff's Office.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Law Firm or Law Firm's subcontractors, Law Firms, and other agents in connection with this Agreement shall be the property of Sheriff's Office. Sheriff's Office shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Law Firm shall promptly deliver to Sheriff's Office all such documents, which have not already been provided to Sheriff's Office in such form or format, as Sheriff's Office deems appropriate. Such documents shall be and will remain the property of Sheriff's Office without restriction or limitation. Law Firm may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sheriff's Office.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Law Firm.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not

exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits Sheriff's Office's right to terminate this Agreement pursuant to Article 4.

11. 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.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: SHERIFF'S OFFICE: Sonoma County Sheriff's Office
Attn: Melissa MacDonald
2796 Ventura Avenue
Santa Rosa, CA 95403
707-565-2781
Melissa.macdonald@sonoma-county.org

TO: LAW FIRM: James Touchstone, Esq.
Jones and Mayer
3777 North Harbor Blvd.
Fullerton, CA 92835
714-446-1400
jrt@jones-mayer.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Sheriff's Office of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such

term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Law Firm and Sheriff's Office acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Law Firm and Sheriff's Office acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

JONES AND MAYER

SONOMA COUNTY SHERIFF'S OFFICE

By: _____
Richard D. Jones

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: **EXEMPT**
County Counsel

Date: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Department Analyst

Date: _____

Exhibit A Scope of Services

Law Firm will represent the Sheriff's Office in civil litigation/advisory matters, as assigned by Sheriff's Office from time to time on a periodic basis.

Representatives: Each agency will assign the following Representatives to be used as the primary points of contact for operational services referenced below.

Sheriff's Office Representative: Sheriff Mark Essick
Sonoma County Sheriff's Office
2796 Ventura Ave.
Santa Rosa, CA 95403
707-565-2781

Law Firm's Representative: James Touchstone, Esq.
Jones and Mayer
3777 North Harbor Blvd.
Fullerton, CA 92835
714-446-1400

Law Firm's Personnel

1. *Lead Attorney:* All services provided by Law Firm to Sheriff's Office pursuant to this Agreement will be performed by the following attorney as Lead Attorney: James Touchstone.
2. *Assisting Attorneys:* Additional attorneys who will assist the lead attorney in performing the services provided by Law Firm to Sheriff's Office pursuant to this Agreement will include the following: Denise Rocawich, Associate; Greg Palmer, Senior Associate; Paul Coble, Senior Associate; and Richard Lucero, Associate.
3. *Attorney Changes:* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to Sheriff's Office under this Agreement without Sheriff's Office's prior written consent. There will be no charge to Sheriff's Office for work performed by unauthorized attorneys.
4. *Conflicts of Interest:* Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of Sheriff's Office that may be affected by the services to be provided to Sheriff's Office pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person

employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to Sheriff's Office's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to Sheriff's Office pursuant to this Agreement.

In addition, Law Firm represents that it has no conflict of interest pursuant to the California Business and Professions Code, or by Rule 3-310 of the California Rules of Professional Conduct, that would preclude representation of the Sheriff's Office against the County of Sonoma, its Board of Supervisors, or the Board's individual members.

5. *Expert Witnesses and Law Firms:* Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with Sheriff's Office's prior consent. Upon retention of an expert witness or other consultant, Sheriff's Office's Representative will determine whether the cost of such expert will be paid by Law Firm or directly by Sheriff's Office. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to Sheriff's Office pursuant to the terms in Exhibit B.
6. *Limitations on Representation:* In the course of its representation of Sheriff's Office in performing the Services, Law Firm will not take any of the following actions without Sheriff's Office's prior consent:
 - a. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;
 - b. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;
 - c. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.
 - d. Propose or agree to any settlement of the litigation.
7. *Reports:* If the Services constitute litigation, then during the course of its representation of Sheriff's Office, Law Firm will provide Sheriff's Office's Representative with the following litigation reports:
 - a. An initial evaluation report, unless otherwise waived by Sheriff's Office's Representative, and periodic status reports approximately every 90 days, or upon the occurrence of significant events in any litigation matters, will be sent to Sheriff's Office containing the following information:
 - i. The name and a very brief description of the litigation;
 - ii. The current procedural status of the litigation;

- iii. If Sheriff's Office appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of Sheriff's Office in the litigation, and an evaluation of Sheriff's Office's ability to prevail on the claim or claims;
 - iv. If Sheriff's Office appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of Sheriff's Office's liability with respect to the claim or claims;
 - v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;
- b. A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and
 - c. Such other oral or written reports regarding the litigation as may be requested by Sheriff's Office's Representative.

Exhibit B
Fee Schedule

- *Legal Fees:* Law Firm shall provide legal services to Sheriff's Office at a rate of \$255.00 per hour. All office, travel, and meeting time will be billed at such rates in increments not exceeding one tenth (0.1) of an hour.
- *Cost and Expense Reimbursement:* Sheriff's Office will reimburse Law Firm for actual and necessary ordinary out-of-pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to Sheriff's Office pursuant to this Agreement. Examples are as follows: deposition fees, postage, messenger/process services, and document reproduction.
- *Reimbursable Extraordinary Expenses:* With Sheriff's Office's prior written approval, it will also reimburse Law Firm for extraordinary charges such as for consultants, expert witnesses, travel, and investigative services.
- *Non-reimbursable Expenses:* Sheriff's Office will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for Sheriff's Office audits, billing or budget inquiries; and computer on line charges.

Total payments to Law Firm under this agreement shall not exceed \$50,000 per year without the prior written approval of Sheriff's Office.

Exhibit C
Insurance Requirements
Template #6

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.

Sheriff's Office 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.

Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- 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, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

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 maintains higher limits than the specified minimum limits, Sheriff's Office 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 Sheriff's Office. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sheriff's Office's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Sheriff's Office.
- d. County of Sonoma, Attn: Sheriff's Office, its Officers, Agents, and Employees 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 Sheriff's Office 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.

Automobile Liability Insurance

- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. *Required Evidence of Insurance:*
 - i. Copy of Auto Policy Declarations Page; or
 - ii. Certificate of Insurance.

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 Sheriff's Office.
- 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.

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.

Documentation

- a. The Certificate of Insurance must include the following reference: Agreement for Legal Services.
- 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 Sheriff's Office 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, Attn: Sheriff's Office, its Officers, Agents, and Employees, 2796 Ventura Ave., 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. 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.

Policy Obligations

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

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

With respect to performance of work under this Agreement, Law Firm shall maintain and shall require all of its subcontractors, Law Firms, 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*.

Sheriff's Office 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 Law Firm 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

- e. Required if Law Firm has employees as defined by the Labor Code of the State of California.
- f. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- g. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- h. *Required Evidence of Insurance*: Certificate of Insurance.

If Law Firm currently has no employees as defined by the Labor Code of the State of California, Law Firm 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 Law Firm maintains higher limits than the specified minimum limits, Sheriff's Office requires and shall be entitled to coverage for the higher limits maintained by Law Firm.
- 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 Sheriff's Office. Law Firm is responsible for any deductible or self-insured retention and shall fund it upon Sheriff's Office's written request, regardless of whether Law Firm has a claim against the insurance or is named as a party in any action involving the Sheriff's Office.
- d. 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 Law Firm 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 Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sheriff’s Office and Law Firm 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. 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.

4. Documentation

- a. The Certificate of Insurance must include the following reference: Agreement for Legal Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Law Firm agrees to maintain current Evidence of Insurance on file with Sheriff’s Office for the entire term of this Agreement.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents, and Employees, 2796 Ventura Avenue, 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. Law Firm 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.

5. Policy Obligations

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

6. Material Breach

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