

LEGAL SERVICES AGREEMENT

The Sonoma Clean Power Authority ("Agency") and the Office of the Sonoma County Counsel ("Counsel") enter into this agreement for legal services which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon Agency's request pursuant to Government Code sections 26520 and 27642.

1. Effective Date.

This Agreement shall be effective upon the later of __, 2026 or its signature by both parties, and shall continue in effect until December 31, 2028 unless terminated earlier as specified in Section 8.

2. Scope of Services.

The Office of the County Counsel will provide general public agency legal services upon request of the Agency, such services to include legal research and advice; preparation of legal documents such as contracts; representation in negotiations; and attendance at public meetings. Agency is retaining the Office of County Counsel, not any particular attorney, and the attorney services to be provided to Agency will not necessarily be performed by a particular attorney. This Agreement does not cover litigation services of any kind. Separate arrangements must be agreed to for those services.

3. Compensation for Services.

In consideration for Counsel's performance, Agency shall pay Counsel the amount determined to be the hourly cost to the County of Sonoma ("County") of providing such service which is determined every fiscal year when County adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, Agency shall be billed for actual costs and reasonable expenses incurred by the Office of the County Counsel in providing service requested by Agency.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Counsel spends on telephone calls relating to Agency matters, including calls with Agency and other parties and attorneys. The legal personnel assigned to Agency matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by the Agency to Counsel at the address specified in Section 11 within thirty (30) days of the invoice date. The total maximum payable under this Agreement is \$100,000.

5. Authorized Representative of Agency.

The parties understand that Counsel has been retained to represent the interests of the Agency as a whole. In order to facilitate Counsel's representation of the Agency, Agency designates its Chief Executive Officer as the authorized representatives to direct Counsel and to be the primary persons to communicate with Counsel regarding the subject matter of Counsel's representation of Agency under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but

not to preclude communication between Counsel and other representatives of Agency. Should Agency desire to change the designated authorized representatives, Agency shall provide Counsel with an Agency resolution that designates the name of the individual(s) who shall act as the replacement authorized representative.

6. Responsibility of Agency.

Agency will be truthful and cooperative with Counsel and keep Counsel reasonably informed of developments and of Agency's address and telephone number.

7. Representational Conflicts.

Agency understands that Counsel serves as the County's legal advisor and representative in all civil matters. Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, and others (hereinafter referred to as "Related Public Entities"). In addition, Counsel may, upon request, represent local governmental entities that are distinct from County government, such as joint powers agencies and special districts such as Agency. From time to time, the interests of Agency may potentially conflict with the interests of the County or Related Public Entities, such as in a situation where the Agency and the County both require assistance of Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, Counsel will take all steps necessary to safeguard the confidential information of Agency in such situation. A copy of Counsel's internal policy governing the management of conflicts of interest is available to Agency upon request. Upon execution of this Agreement, Agency agrees to execute the Waiver of Conflict attached hereto as Exhibit A, so that Counsel may continue to represent the County (or Related Public Entities) and Agency in the absence of actual conflict. Further, should an actual conflict develop between Agency and County (or Related Public Entities), Agency expressly waives its right to disqualify Counsel from representing County (or Related Public Entities) in any matter involving Agency.

8. Termination and Withdrawal.

This Agreement may be terminated by Agency at any time by written notice to Counsel. Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Counsel will cooperate with Agency to transfer all records to any new attorney retained by Agency, but Counsel may retain copies of all records in accordance with Counsel's adopted records retention schedule.

9. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Counsel and Agency.

10. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For the Agency:

Sonoma Clean Power Authority
431 E Street, Santa Rosa, CA 95404
Attn: Chief Executive Officer

For Counsel:
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

11. Merger.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COUNSEL: The Office of the County Counsel

By: _____
Joshua Myers
County Counsel

Date: _____

AGENCY: Sonoma Clean Power Authority

By: _____
Geof Syphers
Chief Executive Officer

Date: _____

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Sonoma County Counsel ("County Counsel") serves as Sonoma County's legal advisor and representative in all civil matters; and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, and others (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as "Related Public Entities"); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Sonoma Clean Power Authority ("Agency"); and

WHEREAS, from time to time, the interests of Agency may potentially conflict with the interests of the County or other Related Public Entities; and

WHEREAS, Agency acknowledges a potential conflict of interest may arise from the fact that the County and/or Related Public Entities may have divergent interests from Agency in transactions or matters involving Agency and County or Agency and Related Public Entities, such as in a situation where Agency and County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, Agency wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, County Counsel is requesting a waiver from Agency.

NOW, THEREFORE, Agency hereby acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

"The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (Jeffrey, *supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to

the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County."

Agency hereby agrees to waive any potential conflicts of interest between Agency and County and between Agency and Related Public Entities.

Agency further agrees to waive the right to disqualify the County Counsel from representing the County or any Related Public Entity over any conflict between Agency and County or between Agency and any such Related Public Entities.

Sonoma Clean Power Authority

By: _____
Geof Syphers
Chief Executive Officer

EXHIBIT B

General Waiver of Potential Conflicts

WHEREAS, the Office of the Sonoma County Counsel ("County Counsel") serves as Sonoma County's legal advisor and representative in all civil matters; and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, and others (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as "Related Public Entities"); and

WHEREAS, County Counsel has been requested to represent a local governmental entity that is distinct from County government, the Sonoma Clean Power Authority ("Agency"); and

WHEREAS, from time to time, the interests of Agency may potentially conflict with the interests of the County or other Related Public Entities; and

WHEREAS, Agency acknowledges a potential conflict of interest may arise from the fact that the County and/or Related Public Entities may have divergent interests from Agency in transactions or matters involving Agency and County or Agency and Related Public Entities, such as in a situation where Agency and County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, Agency wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, Agency has agreed to provide a waiver to County Counsel, which County Counsel is requesting a waiver from Agency, under which Agency agrees to waive any potential conflicts of interest between Agency and County and between Agency and Related Public Entities, and further agrees to waive the right to disqualify the County Counsel from representing the County or any Related Public Entity over any conflict between Agency and County or between Agency and any such Related Public Entities.

NOW, THEREFORE, County and Related Public Entities hereby acknowledge that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

"The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (Jeffry, *supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hariford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be

tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession 0981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County."

County and Related Public Entities hereby agree to waive any potential conflicts of interest between Agency and County and between Agency and Related Public Entities.

County of Sonoma and Related Public Entities

By: _____
Joshua Myers
County Counsel