

LEGAL SERVICES AGREEMENT

This Agreement dated as of December 12, 2018 ("Effective Date"), is made by and between the Sonoma County Counsel's Office on behalf of the County of Sonoma, a political subdivision of the State of California ("County"), and Goodin, MacBride, Squeri & Day, LLP ("Attorneys"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorneys specialize in providing legal services regarding matters involving the California Public Utilities Commissions (CPUC), and have significant experience and recognized expertise in those matters; and

WHEREAS, County wishes to obtain specialized services, as authorized by Government Code § 31000, in representation of the County in CPUC proceedings, including CPUC rulemakings and other proceedings on issues involving wildfire management and mitigation matters (including but not limited to de-energization issues, infrastructure maintenance, vegetation maintenance, undergrounding and other solutions), and other related matters; and

WHEREAS, the Sonoma County Counsel is authorized to enter into legal service agreements on behalf of the County of Sonoma and affiliated entities for an amount up to \$50,000; and

WHEREAS, the Sonoma County Counsel has determined that Attorneys' assistance is needed in connection with legal representation of the County in CPUC proceedings.

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

AGREEMENT

1. Services.
 - a Attorneys will provide legal services, including advisory and representation services, to the County of Sonoma in proceedings involving the California Public Utilities Commissions (CPUC) on issues involving wildfire management and mitigation matters (including but not limited to de-energization issues, infrastructure maintenance, vegetation maintenance, undergrounding and other solutions), and other CPUC matters. Such requests shall be made through the Office of the County Counsel and Attorneys shall always keep the County Counsel's office adequately informed of the matters Attorneys are handling. Attorneys shall keep the County Counsel fully advised of the progress in each matter. Attorneys shall provide County Counsel with periodic updates, as may be appropriate.

- b. Attorneys will concurrently provide legal services, including advisory and representation services, to the County of Napa and County of Mendocino (the "Other Counties") in CPUC proceedings, and will be rendering such services covered by the Scope of Services jointly to all three counties, although each of the three counties will also be able to request additional services specific to the interests and/or goals of that county.

2. Multiple Representation.

- a. As of the execution of this Agreement, neither County nor the Other Counties (together with County, the "Counties") perceive any conflicting interests between the counties. Each of the counties, through their respective County Counsel, has considered the advantages and disadvantages of retaining independent counsel for the Scope of Services, and the counties believe that to minimize legal costs they wish for Attorneys to represent each of them in the matters covered by the Scope of Services. If, during the course of this representation, Attorneys perceive any actual conflicting interests among the counties, they will promptly advise the counties of that fact. Similarly, the County shall promptly advise Attorneys and the Other Counties in writing if the County becomes aware of any conflicting interests with the Other Counties. In that event, Attorneys may not participate in the resolution of any such conflict between the counties and the counties will attempt to resolve their differences. In the event they are unable to resolve the differences promptly, it may be necessary for the Attorneys to withdraw from representation of some or all of the counties, depending on the applicable circumstances.
- b. Each of the counties has the right to repudiate the foregoing waiver and consent, should it hereafter decide to do so. In such event, if Attorneys or the other counties have acted in reliance on the waiver, Attorneys may have the right - and possibly a duty under applicable rules of professional conduct - to withdraw from representing the repudiating county and (if permitted by such rules) to continue representing the remaining counties.
- c. Because Attorneys will be representing each of the three counties, the County recognizes that there can be no confidences between or among them as a group regarding the work Attorneys perform. In other words, if Attorneys receive information or communications from one of the three counties, such information will be shared with the other counties. Pursuant to a joint representation agreement to be entered into by the counties separately, communications among the group and with Attorneys are confidential and not subject to disclosure outside the group of counties and their counsel.

3. Compensation.

- a. Compensation to Attorneys for services shall be at the rates set forth in Exhibit A, provided however that total payments hereunder shall not exceed \$50,000. The

rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.

- b. As to all services rendered by Attorneys for the joint and common benefit of the County and the Other Counties, Attorneys shall bill each of the three clients for one-third of the total time expended and fees and costs incurred. As to services that are specifically requested by the County or by the Other Counties, Attorneys shall bill each of the three clients solely for such additional, county-specific services.

- 4. Attorney's Key Personnel. The parties identified in this section as the key personnel providing professional services under this Agreement, are key persons, whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorneys shall assign no other personnel to this Project without the written approval of the County of Sonoma or County Counsel. Key personnel shall be as follows:

Lead Attorney:	Megan Somogyi
Other Attorneys:	Brian T. Cragg
	Thomas J. MacBride, Jr.
	Jim Squeri
	John Clark

- 5. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on November 30, 2019, unless terminated earlier under the terms of this Agreement.
- 6. Standard of Care. County Counsel has relied on the professional ability, professional experience, and training of Attorneys as a material inducement to enter into this Agreement. Attorneys warrant 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 Agency of work performed by Attorneys shall not operate as or be interpreted to be a waiver or release.
- 7. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis to County Counsel, and shall include the following information:
 - a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
 - b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);

- c. Separate itemization of non-legal costs by type.
- d. Total fees and costs of the matter to date.
- i. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
- ii. All invoices submitted must include the following statement signed by the firm's supervising attorney:

"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 [Entity]."

8. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
 - b. Unnecessary messenger or express mail charges.
 - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
 - d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
 - e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
 - f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.
 - g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - i. Replacement attorney learning time or other ramp-up learning costs.
 - J. Travel time.

- k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
9. Direction and Extraordinary Expenses. All direction and control of Attorneys' work for the County of Sonoma will be by the Sonoma County Counsel's Office. Attorneys shall seek pre-approval from the County Counsel's Office for all extraordinary expenses before the same is incurred by Attorneys. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and Attorneys, and out-of-town travel.
- IO.Termination. This Agreement may be terminated by County Counsel at any time, subject to equitable proportional payments due to Attorneys. All files, written material, and documents will be transferred to the County Counsel upon such termination. Attorneys will be available to consult with County Counsel or, should one be retained, with the County of Sonoma's new attorney with respect to facts and circumstances of any matters previously worked on by Attorneys for a reasonable period of time following such termination.
11. Withdrawal. Attorneys may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
12. No Suspension or Debarment. Attorneys warrant 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. Attorneys also warrant 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 Attorneys become debarred, Attorneys have the obligation to inform the County.
13. Status of Attorneys. The parties intend that Attorneys, 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. Attorneys shall acquire no rights or status in the service of the County of Sonoma. Attorneys are not to be considered an agent or employee of the County of Sonoma and are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County of Sonoma provides its employees. In the event County Counsel exercises its right to terminate this Agreement pursuant to the terms herein, Attorneys expressly agree that Attorneys shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
14. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and County Counsel and by way of execution of a written modification to this Agreement.

15. Insurance. With respect to performance of work under this Agreement, Attorneys shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.
16. Indemnity. Attorneys agree to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the County of Sonoma, 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 Attorneys, arising out of or in connection with the negligent performance or willful misconduct of Attorneys hereunder, whether or not there is concurrent negligence on the part of the County of Sonoma, but excluding liability due to the sole or active negligence or due to the willful misconduct of the County of Sonoma. 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 Attorneys or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorneys shall be liable to the County of Sonoma for any loss or damage to the County of Sonoma property arising from or in connection with Attorneys' negligent performance or willful misconduct hereunder.
17. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorneys' obligations under the Rules of Professional Conduct.
18. 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.
19. Records. Consistent with the County of Sonoma's records retention policy, Attorneys shall retain (in either physical or electronic form) all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Attorneys' own internal retention policy is for a period less than that provided under the County of Sonoma's retention policy, Attorneys shall after expiration of its own internal retention period, forward the records to County Counsel for retention. In no event shall Attorneys destroy or otherwise purge any records without providing the County of Sonoma with at least thirty (30) days written notice. Records will be made available to the County of Sonoma upon request for audit purposes. Attorneys will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)
20. Taxes. Attorneys agree 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. Attorneys agrees to indemnify and hold the County of Sonoma harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorneys' failure to pay, when due, all such taxes and obligations. If the County of Sonoma is audited for compliance regarding

any withholding or other applicable taxes, Attorneys agree to furnish the County of Sonoma with proof of payment of taxes on these earnings.

21. Conflict of Interest. Attorneys covenant that Attorneys presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the County of Sonoma deems that there is an actual or potential conflict of interest in Attorneys representing another party in a matter, the County of Sonoma must waive any such actual or potential conflict before Attorneys may represent such other party.
22. Nondiscrimination. Attorneys 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 of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
23. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
24. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

County of Sonoma: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Bruce Goldstein and Petra Bruggisser

Attorney: Megan Somogyi
Goodin MacBride, et al.
505 Sansome St., Ste. 900
San Francisco, CA 94111

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

25. No Waiver of Breach. The waiver by the County of Sonoma of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of

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

26. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.
27. AIDS Discrimination. Attorneys agree 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.
28. Statutory Compliance/Living Wage Ordinance. Attorneys agree to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies - including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees; Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
29. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

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

Dated: _____, 2018

Attorney: Goodin, MacBride, Squeri
& Day, LLP

By: _____
Megan Somogyi

Dated: _____, 2018

Sonoma County Counsel's Office

By: _____
Bruce Goldstein
Sonoma County Counsel

APPROVED AS TO FUNDS FOR COUNTY OF SONOMA:

By: _____
County Administrator

Dated: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED

By: _____
Deputy County Counsel

Dated: _____

**EXHIBIT A
RATES**

Attorney	Rate (\$/hour)
Megan Somogyi	\$340
Brian Cragg	\$565
Jim Squeri	\$550
Tom MacBride	\$600
John Clark	\$525

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

6. Documentation.

- a. The Certificate of Insurance must include the following reference: Sonoma County - Legal Services Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 - 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, County Counsel's Office, Attn: Ali Ostello, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Attorney shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations.

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

8. Material Breach.

If Attorney fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. 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.

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