

LEGAL SERVICES AGREEMENT

The Northern Sonoma County Fire Protection District (“District”) and the County of Sonoma (“County”), acting by and through 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. State law provides that Counsel will provide legal services upon District’s request. (Government Code section 27645.)

1. Effective Date.

This Agreement shall be effective upon its signature by both parties, and shall continue in effect until terminated as specified in Section 9.

2. Scope of Services.

Counsel will provide legal services upon request of the District. Such services may include, but are not limited to, legal research and advice; preparation of legal documents such as contracts; representation in negotiations; and attendance at public meetings. District is retaining Counsel, not any particular attorney, and both Counsel and District agree that the attorney services to be provided to District will not necessarily be performed by a particular attorney.

3. Compensation for Services.

In consideration for Counsel’s performance, District shall pay Counsel the amount determined to be the hourly cost to the 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, District shall be billed for actual costs and reasonable expenses incurred by Counsel in providing service requested by District. The hourly rate for services of County Counsel for FY 2020/21 is \$276.

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 District matters, including calls with District and other parties and attorneys. The legal personnel assigned to District 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 District to Counsel at the address specified in Section 11 within thirty (30) days of the invoice date.

5. Authorized Representative of District.

The parties understand that Counsel has been retained to represent the interests of the District as a whole. In order to facilitate Counsel's representation of the District, District designates Marshall Turbeville, Fire Chief, as the authorized representative to direct Counsel and to be the primary person to communicate with Counsel regarding the subject matter of Counsel's representation of District 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 District. Should District desire to change the designated authorized representative, District shall provide Counsel with a District resolution that designates the name of the individual who shall act as the replacement authorized representative.

6. Responsibility of District.

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

7. Conflict of Interest.

No attorney shall be assigned to represent or advise District on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide District with substitute counsel.

8. Representational Conflicts.

District 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 independent special districts. From time to time, the interests of District may potentially conflict with the interests of the County or Related Public Entities, such as in a situation where the District and the County both require assistance of Counsel in negotiating a contract with each other, or with the interests of an independent special district. As required by the Rules of Professional Conduct, Counsel will take all steps possible to safeguard the confidential information of District in such situation. A copy of Counsel's internal policy governing the management of conflicts of interest is available to District upon request. Upon execution of this Agreement, District agrees to execute the Advance Waiver of Conflict attached hereto as Exhibit A, so that Counsel may continue to represent the County (or Related Public

Entities) and District in the absence of actual conflict. Further, should an actual conflict develop between District and County (or Related Public Entities), District expressly waives its right to disqualify Counsel from representing County (or Related Public Entities) in any matter involving District.

9. Termination and Withdrawal.

This Agreement may be terminated by District at any time by written notice to Counsel issued by District's Board. Counsel may withdraw at any time if required under the Rules of Professional Conduct of the State Bar of California. Counsel will retain all records in accordance with Counsel's adopted records retention schedule.

10. 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 District.

11. Malpractice Insurance.

The Office of the County Counsel does not carry malpractice insurance. Because County Counsel attorneys are county employees, any claims for recovery for negligence would be covered by the County's self-insurance program and governed by the provisions of the Government Code.

12. Notices.

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

For the District:

Marshall Turbeville, Fire Chief
Northern Sonoma County Fire Protection
District
PO Box 217
20975 Geyserville Ave
Geyserville, CA 95441

For Counsel:

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

13. 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.

To the extent necessary, this agreement hereby rescinds, replaces and supersedes any existing agreement between the parties for legal services.

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

COUNTY: The Office of the County Counsel

By: _____
Robert H. Pittman, County Counsel

Date: _____

DISTRICT: Northern Sonoma County Fire Protection District

By: _____
Marshall Turbeville, Fire Chief

Date: _____

EXHIBIT A

COUNTY ADMINISTRATION
CENTER
575 ADMINISTRATION DRIVE,
ROOM 105A
SANTA ROSA, CALIFORNIA 95403

TELEPHONE: (707) 565-2421
FACSIMILE: (707) 565-2624



OFFICE OF THE COUNTY COUNSEL

ROBERT H. PITTMAN
County Counsel

ASSISTANT COUNTY COUNSEL
DEBBIE F. LATHAM

CHIEF DEPUTIES
PHYLLIS C. GALLAGHER ADAM L. BRAND
JENNIFER C. KLEIN JOSHUA A. MYERS
CORY W. O'DONNELL

DEPUTIES
LINDA SCHILTGEN KARA ABELSON
TAMBRA CURTIS DIANA GOMEZ
LISA PHEATT ALDO MERCADO
HOLLY RICKETT TASHAWN SANDERS
VERNE BALL ADAM RADTKE
IAN TRUEBLOOD SITA KUTEIRA
ELIZABETH COLEMAN JEREMY FONSECA
LAUREN WALKER LUKE BOWMAN
PETRA BRUGGESSER MATTHEW LILLIGREN
CHRISTA SHAW MAILE DUNLAP
MICHAEL KING MATTHEW CODY

Board of Supervisors
County of Sonoma
575 Administration Drive, Room 100-A
Santa Rosa, CA 95403

Board of Northern Sonoma County Fire Protection District
PO Box 217
Geyserville, CA 95441

RE: Disclosure Letter and Advance Waiver of Potential Conflicts

Dear Board members:

We are writing to make you aware of the duties and responsibilities that attach to County Counsel in our role as legal advisor to and representative of the County, the other separate legal entities that are governed by the Board of Supervisors, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission ("Related Public Entities"), and how those duties and responsibilities may be affected by our representation of those Related Public Entities and other public entity clients ("Independent Districts").

In addition to advising and representing the County and its officers, County Counsel is required by law (Government Code section 27645) to represent and advise special districts organized within the County where the governing board requests County Counsel to so act, and the governing board of the district is composed in whole or in part by members of the Board of Supervisors. In addition, by Government Code section 26520, County Counsel is authorized to render legal services to other local public entities (Independent Districts) upon request. From time to time, the interests of the County or other Related Public Entities may potentially or actually conflict with each other or with the interests of Independent Districts represented by County Counsel.

The California Rules of Professional Conduct (CRPC) require that we inform you of and obtain your written consent to our participation as counsel in transactions which present any potential for conflict of interest. To comply with these requirements, and to fulfill our ethical

obligations to you, as the governing body of the County and the Related Public Entities, we hereby disclose to you the following.

We wish to make you aware of the various provisions in the CRPC and state law that govern our relationship with clients that have potential or actual conflicts.

CRPC 3-310(B) prohibits an attorney from “accept[ing] or continu[ing] representation of a client without providing written disclosure to the client where the member has or had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter” This would include our relationship with our existing clients.

CRPC 3-310(C) prohibits an attorney “without informed written consent of each client [from] accept[ing] representation of more than one client in a matter in which the interests of [such] clients would actually conflict”

CRPC 3-310(E) prohibits an attorney “without the informed written consent of the client or former client, [from] accept[ing] employment adverse to the client or former client where, by reason of the representation . . . the [attorney] has obtained confidential information material to the employment.”

Evidence Code section 962 provides that where two or more clients have retained an attorney upon a matter of common interest, information disclosed to the attorney in the course of representation on the matter will not be considered confidential from the other client in any civil proceeding that may develop between the clients as adversaries.

Examples of conflicts that may develop include:

- If our representation pertains to the defense or prosecution of a lawsuit in which the County and another client are parties, it may subsequently develop that one client has rights against the other, or defenses that disadvantage the other client. We could not continue representing both parties should this occur, and may possibly be disqualified from representing either party.
- If our representation pertains to the negotiation of an agreement, it may develop that one or more terms of the agreement remain unresolved, are in dispute, or require further negotiations. A conflict could also develop, if an agreement is reached, over the meaning of one of the terms or the performance responsibilities of one of the parties.
- If our representation pertains to a negotiation of two clients with a third party, consummation of the transaction may require compromises that may benefit one client more than the other.
- One client may wish to prevent the attorney from sharing confidential information with the other client, or may issue instructions that are impossible to carry out without disadvantaging another client. Counsel may not be able to forcefully advance the County or Related Public Entities’ position because to do so might disadvantage another client.

Although County Counsel will do its best to honor its duty of loyalty to each client and to respect client information as confidential, the following circumstances could arise:

- If our representation on a matter is deemed a joint representation by a court, information disclosed during the course of the representation would be available to the other party in any civil action between the two clients. We believe it is likely that our representation of two Related Public Entities would be considered a joint representation; however, the likelihood that a lawsuit would be filed between two such entities is extremely remote. Information would remain confidential from third parties even if there is no confidentiality between the two clients.
- Our Legal Services Agreement with independent districts provides that in the event of a dispute between the independent district and the County, County Counsel will continue as representative of the County and withdraw from representing the independent district. Further, the Agreement requires that the independent district waive its right to disqualify counsel in such event. It is possible, however, that a court may nevertheless agree that County Counsel should be disqualified in the interest of justice. The County or Related Public Entity would then need to engage separate counsel, which could result in additional cost.

We have done our best, in our agreements with outside agencies, to protect the interests of the County, Related Public Entities and Independent Districts. However, by executing this advance waiver, you are agreeing to waive our duty of loyalty, i.e., to remain conflict-free in our representation of the County and Related Public Entities. You are agreeing that you understand the various adverse consequences, as described above, which could occur because of the conflicts that could arise between our clients. We are happy to meet with you to discuss any questions you might have concerning the contents of this letter. We strongly believe that, in a transaction between the County and another client, despite divided loyalty, we can nevertheless be of great assistance to both clients in reaching a resolution that serves both their interests and the public good.

If you have questions that you are uncomfortable addressing with County Counsel, you may consult with an independent attorney before agreeing to execute this advance waiver.

Your signature below will acknowledge that the above information has been disclosed to you; that you have been advised of your right to seek the advice of independent counsel; that you have had a reasonable opportunity to consider this waiver, to ask questions, and to seek any advice you deemed necessary; and that you have decided to engage County Counsel notwithstanding any potential conflict or actual conflict, present or future, of the nature discussed in this disclosure letter.

Very truly yours,

County Counsel

AGREED AND ACCEPTED:

Sheryl Bratton, County Administrator

Date

Marshall Turbeville, Fire Chief
Northern Sonoma County Fire Protection District

Date