

LEGAL SERVICES AGREEMENT

This Agreement dated as of July 1, 2021 (“Effective Date”), is made by and between the Sonoma County Counsel’s Office on behalf of the Sonoma County Energy Independence Program (“County”) and Richards, Watson & Gershon (“Attorney”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes in public agency and municipal law and has significant experience and recognized expertise in assessment district formation and municipal financing procedures; and

WHEREAS, Attorney has assisted County in establishing a county-wide contractual assessment program known as the Sonoma County Energy Independence Program (the “Program”); and

WHEREAS, County has determined that Attorney’s continued assistance is needed for consultation on issues related to operation of such Program, including monthly issuance of bonds to fund the Program, for the benefit of the County.

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

AGREEMENT

1. Services. Attorney will provide legal assistance to County Counsel and advisory and representation services to County. Such requests shall be made through the Office of the County Counsel and Attorney shall always keep the County Counsel’s office adequately informed of the matters Attorney is handling. The assignment of a matter to Attorney shall be confirmed in writing, and Attorney shall keep the County Counsel fully advised of the progress in each matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate. The parties identified in this section as the work team, project manager, or other professional providing services under this Agreement, are key persons, whose services are a material inducement to Agency to enter into this Agreement, and without whose services County would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorney shall assign no other personnel to this Project without the written approval of County Counsel. Key personnel shall be as follows: Trisha Ortiz.
2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided, however, that total payments hereunder shall not exceed \$45,000 per year. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.

3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2024.
4. Standard of Care. County Counsel has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.
5. 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.
 - e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
 - f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

“I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the Program.”
6. 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.).
7. Direction and Extraordinary Expenses. All direction and control of Attorney's work for the Program will be by the Sonoma County Counsel's Office and in conjunction with Luke Bowman. Attorney shall seek pre-approval from the County Counsel's Office for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and attorneys, and out-of-town travel.
8. Termination. This Agreement may be terminated by County Counsel at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to the County Counsel upon request after such termination. Attorney will be available to consult with County Counsel or, should one be retained, with the Program's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.
9. Withdrawal. Attorney may terminate this Agreement, with or without cause, and withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

10. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform the County.
11. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of County. Attorney is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County Counsel exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
12. 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.
13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.
14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, to the extent caused by the negligent performance or willful misconduct of Attorney hereunder. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to County for any loss or damage to County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.
15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
16. 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.

17. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish County with proof of payment of taxes on these earnings.
18. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, County must waive any such actual or potential conflict before Attorney may represent such other party.
19. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
20. 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.
21. 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, U.S. mail, courier service or electronic means. Notices, bills, and payments sent by mail shall be addressed as follows:

County: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Luke Bowman

Attorney: Richards Watson Gershon
44 Montgomery Street, Suite 3800
San Francisco, CA 94014-4811

Attn: Trisha Ortiz

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.

22. No Waiver of Breach. The waiver by either party 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.

23. 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.

24. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

25. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with by its sub consultants or 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.

26. 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: _____, 2021

Attorney: Richards, Watson & Gershon

By: _____

Dated: _____, 2021

County: Sonoma County Counsel's Office

By: _____

Robert H. Pittman
Sonoma County Counsel

APPROVED AS TO FUNDS FOR THE PROGRAM:

Dated: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED
BY:

By: _____
Deputy County Counsel

Dated: _____

EXHIBIT A

The scope of services will include:

1. On a biannual basis, preparing the resolutions that authorize: (a) the issuance of SCEIP bonds by the Sonoma County Public Financing Authority, (b) the purchase of SCEIP bonds by the County for investment of pooled funds, and (c) the purchase of SCEIP bonds by the Water Agency for investment of pooled funds.
2. On an annual basis, preparing the resolutions to set the interest rates for the SCEIP bonds.
3. On a monthly basis, preparing documents for issuing SCEIP bonds, in accordance with biannual authorization, to finance property owners' improvements.
4. Processing all necessary filings with the California Debt and Investment Advisory Committee for SCEIP bond issuance.
5. Reviewing and providing advice regarding SCEIP documents and program administration on an as needed basis.

Rates:

1. flat rate of \$1,750 for preparation of monthly bond documents.
2. blended rate of \$295 per hour for all attorneys for all other legal services.

EXHIBIT B INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, consultants, 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 or District reserves the right to review any and all of the required insurance policies and/or endorsements (as redacted by Attorney to protect confidential information), 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.
 - e. 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 Commercial Umbrella Liability Insurance. If Attorney maintains higher limits than the specified minimum limits, County and District require and shall be entitled to coverage for the higher limits maintained by Attorney.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County's written request,

regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving the County.

- d. The County of Sonoma, its officers, agents and employees shall be 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 Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Attorney currently owns no autos, Attorney agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance.

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If 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, as soon as practical following issuance of such certificates and endorsements.
- 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 (as redacted by Attorney to protect confidential information) 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 their 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.