AGREEMENT FOR LEGAL SERVICES

HUMBOLDT COUNTY

(Interim Financing and Certificates of Participation)

THIS AGREEMENT, made as of this 23rd day of July, 2024, by and between the COUNTY OF HUMBOLDT, a body corporate and politic of the State of California (herein "County") and STRADLING YOCCA CARLSON & RAUTH LLP (herein "Special Counsel"):

R E C I T A L S :

A. The County has entered into, and may in the future, enter into certain financing arrangements to fund various capital improvements through the execution and delivery of one or more leases and/or amendments to such leases (each a "Lease") and one or more series of certificates of participation (the "Certificates") that includes an interim financing where a Lease and/or Certificates are purchased by the County of Humboldt Treasurer's Pooled Investment Fund (the "Interim Financing") which may be refinanced with a public sale of Certificates (the "Permanent Financing") ; and

B. The County desires to retain Special Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, related to the Interim Financing and the Permanent Financing; and

C. Such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

D. Special Counsel represents that it is qualified to perform such services and is ready, willing and able to perform said legal work;

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

1. SCOPE OF SERVICES

(1) Description of Work for Interim Financing and Permanent Financing. The County retains Special Counsel to provide, and Special Counsel agrees to provide, legal services in connection with the Interim Financing and the Permanent Financing. Such services shall include, but not be limited to, the rendering of legal opinions (hereinafter called the "opinions") pertaining to the execution and delivery of the Lease and any Certificates for the Interim Financing and the Lease and Certificates for the Permanent Financing to the effect that:

(2) The Leases and any Certificates related to the Interim Financing and the Permanent Financing have been properly authorized, executed and delivered and are valid and binding obligations; and

(3) The essential sources of security for each series of the Certificates have been legally provided; and

(4) With respect to the Permanent Financing only, subject to applicable law, interest due with respect to the Certificates is exempt from California personal income taxation and is excluded from gross income for purposes of federal income taxes.

Special Counsel's services will also include compiling a sufficient record justifying the opinion by:

(i) Researching applicable laws and ordinances relating to the proposed Interim Financing and Permanent Financing;

(ii) Attending conferences and consulting with County staff and County legal counsel regarding such laws, and the need for amendments thereto, or additional legislation;

(iii) Participating in meetings, conferences or discussions with any financial advisors, underwriters or other experts retained by the County in structuring the Interim Financing and Permanent Financing;

(iv) Supervising and preparing documentation of the steps to be taken through the execution and delivery of the Leases and Certificates, including:

(a) Drafting all resolutions, notices, rules and regulations, and other legal documents required for the execution and delivery of the Leases and the Certificates, and all other documents relating to the security of the Certificates, in consultation with the County, its counsel, financial advisors, underwriters and other experts;

(b) Preparing the record of proceedings for the authorization, sale, execution and delivery of the Leases and Certificates;

(c) Assisting the County in the preparation of any official statement or placement memorandum (the "Official Statement") relating to the Certificates for the Permanent Financing;

(d) Reviewing the purchase contracts or the bidding documents relating to the sale of the Certificates for the Permanent Financing and participating in the related negotiations;

(e) Participating in meetings and other conferences scheduled by the County, the County's financial advisor or underwriter;

(f) Consulting with prospective purchasers, their legal counsel and rating agencies;

(g) Consulting with counsel to the County concerning any legislation or litigation which may affect the validity of the Leases or the Certificates, or any other matter related to the execution and delivery of the Certificates;

(h) Consulting with any trustee or fiscal agent for the Certificates and their counsel;

(i) Preparing the form of the Certificates, and supervising their production, authentication and delivery;

(j) Rendering the final approving opinion as to the validity of the Leases and the Certificates for use and distribution upon their execution and delivery;

(k) Rendering a legal opinion to the underwriter or purchaser of the Certificates for the Permanent Financing as to the applicability of the registration requirements of federal securities laws and the fair and accurate nature of those portions of the Official Statement described in (c) above; and

(l) Delivering a letter to the underwriter or purchaser of the Certificates for the Permanent Financing to the effect that the Official Statement, excluding certain financial, statistical and other information, does not contain any untrue statement of a material fact or omit any material fact.

B. Special Services

"Special Services" are defined for purposes of this Agreement as services in addition to the services outlined in Section A above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of the financing documents or agreements; special studies or analyses or work related to maintaining the tax-exempt status of the Humboldt County Public Property Leasing Corporation. Special Services must be authorized in writing by the County Treasurer-Tax Collector, or his designee.

2. COMPENSATION

The County agrees to pay Special Counsel, but only from the sources of funds specified below, the following amounts as compensation for services rendered by Special Counsel under this Agreement:

A. For the services to be rendered under Section 1A of this Agreement relating to the Interim Financing, it is agreed that Special Counsel will be paid a fee at the hourly rates set forth in Exhibit A not to exceed $30,000 and for the Permanent Financing, it is agreed that Special Counsel will be paid a fee of $65,000. In addition to the foregoing fee for any series of Certificates for which an Official Statement is to be prepared, Special Counsel will be paid $25,000 for the work related to the preparation of the Official Statement and the delivery of the letter referenced in Section 1.A.(3)(l) above. The fees relating to the Interim Financing or any amendments thereto will be payable from proceeds of the Interim Financing or other available funds of the County. The fees relating to the Permanent Financing will be paid only from proceeds of the Permanent Financing.

The fee schedule set forth above assumes that the Certificates will be issued within three years from the date of this Agreement. In the event the Certificates are not issued within that time, Special Counsel reserves the right to make such modifications to the foregoing amount as the County and Special Counsel agree in writing, as justified by reason of increased cost to Special Counsel and the then prevailing fee schedule for obligations such as the Certificates.

B. In the event Special Counsel is requested to perform Special Services as set forth in Section 1B above, Special Counsel will be paid fees at the hourly rates set forth in Exhibit A or in such other manner as is mutually acceptable in writing to the County and Special Counsel. Such fees will be billed monthly and shall be payable within thirty (30) days following the receipt of each invoice.

C. In addition to the fees set forth in paragraphs A and B above, Special Counsel shall be reimbursed for the actual cost of any out-of-pocket expenses reasonably incurred by Special Counsel in the course of its employment, such as document reproduction, telecommunications charges, printing costs, filing fees, long-distance telephone calls, messenger services, overnight delivery services, travel and similar items of expense; provided, however, that the bill for expenses associated with each financing shall not exceed $2,000.

3. PERSONNEL AND CONTRACT ADMINISTRATION

A. County agrees to accept and Special Counsel agrees to provide the aforementioned services primarily through Lawrence Chan and Carol L. Lew. If any of the above attorneys is unable to provide such services due to death, disability or similar event, Special Counsel reserves the right to substitute another of its attorneys, upon approval in writing by the County Treasurer-

Tax Collector or his designee, to provide such services; and such substitution shall not alter or affect in any way Special Counsel's or the County's other obligations under this Agreement.

B. This Agreement will be administered by the County Treasurer-Tax Collector, or her designee.

C. During the performance of this Agreement, Special Counsel agrees as follows:

(1) In connection with the execution of this Agreement, Special Counsel shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, age, or political affiliation. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for employment.

(2) Special Counsel will comply with all federal regulations relative to nondiscrimination in federally-assisted programs.

(3) Special Counsel will comply with all applicable statutes and regulations relating to the Fair Political Practices Commission and further agrees to report to the County any and all benefits received by Special Counsel from other participants in the borrowing.

(4) Insurance Requirements: This contract shall not be executed by County and the Special Counsel is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting Special Counsel's indemnification obligations provided for herein, Special Counsel shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Special Counsel, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of

$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

Automobile and liability coverage in the minimum amount of one million dollars ($1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).

Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees.

Professional liability insurance/errors and omission coverage in an amount no less than $1,000,000 combined single limit ("CSL"). If insurance is written on a claims made basis, Special Counsel agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

Employers Liability coverage in a minimum amount of one million dollars ($1,000,000) per accident for bodily injury and disease.

Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

The Comprehensive General Liability Policy shall provide that the County, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Special Counsel. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

Includes contractual liability.

Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".

Is primary insurance as regards to County of Humboldt.

Does not contain a pro-rata, excess only, and/or escape clause.

Contains a cross liability, severability of interest or separation of insured's clause.

The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under Section 5. It is further understood that Special Counsel shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.

With respect to the policies other than for professional liability insurance, the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

For claims related to this project, the Special Counsel's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Special Counsel's insurance and will not be called upon to contribute with it.

Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, and volunteers.

Special Counsel shall furnish Counsel with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel.

Any deductible or self-insured retention over $100,000 shall be disclosed to and approved by County. The self-insured retention

on the professional liability insurance has been disclosed at $500,000 and is approved by the County.

If Special Counsel does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Special Counsel agrees to pay the cost of said insurance.

County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Special Counsel under this Contract.

County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Special Counsel shall be required to purchase additional coverage to meet the aggregate limits set forth above.

(5) Special Counsel agrees to carry Worker's Compensation Insurance as required by law covering all of Special Counsel's employees.

(6) Special Counsel shall indemnify, defend and hold harmless County and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with Special Counsel's duties and obligations under this Agreement and any amendments hereto, including but not limited to all consequential damages to the maximum extent permitted by law; provided, however, that so long as Special Counsel maintains professional liability insurance with coverage of not less than $10,000,000 combined single limit, this paragraph shall not apply to claims related to acts or omissions related to the rendering of or the failure to render professional advice to the County related to the Interim Financing or the Permanent Financing.

4. All invoices for payment, progress reports and other official communications relating to this Agreement shall be mailed to:

Humboldt County
Attention: County Treasurer-Tax Collector
825 Fifth Street
Eureka, California 95501

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Lawrence Chan, Esq.

5. CONFLICTS OF INTEREST

Special Counsel represents a number of municipal underwriting firms on matters not related to the Interim Financing and the Permanent Financing, including Raymond James, and, in the event that the County selects Raymond James or another one of such firms as the underwriter for the Certificates in connection with the Permanent Financing, the County hereby provides its informed written consent to Special Counsel's representation of such firms.

6. TERMINATION

A. This Agreement may be terminated without cause by the County upon thirty (30) days' advance written notice to Special Counsel. Such notification shall state the effective date of the termination of this Agreement.

B. Special Counsel reserves the absolute right to withdraw from representing the County if, among other things, the County fails to honor the terms of this Agreement, the County fails to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in Special Counsel's view, render our continuing representation unlawful or unethical. If Special Counsel elects to withdraw, the County will take all steps necessary to free Special Counsel of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal, and Special Counsel will be entitled to be paid at the time of withdrawal for all Special Services rendered and costs and expenses paid or incurred on the County's behalf in accordance with the payment terms set forth in the above Paragraphs 2.B and C, "Compensation." If necessary in connection with litigation, Special Counsel would request leave of court to withdraw.

C. Special Counsel's representation of the County under this Agreement will be considered terminated at the earlier of (i) the County's termination of our representation, (ii) Special Counsel's withdrawal from our representation of the County, or (iii) the substantial completion by Special Counsel of its substantive work for the County. Unless Special Counsel has been specifically engaged to perform Special Services related to the Certificates after their execution and delivery, Special Counsel's representation of County with respect to the Certificates shall terminate on the date of execution and delivery.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of

California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395 .

9. ATTORNEY'S FEES

The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover attorneys' fees and costs in any amount to be determined by the court.

10. COMPLIANCE WITH LAWS

Special Counsel shall comply with any and all applicable local, state or federal laws, regulations or guidelines in performance under this Agreement.

Special Counsel agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

Special Counsel shall maintain licensure and certification requirements at all times during this Agreement.

Special Counsel agrees that all professional level persons employed by Special Counsel have met applicable professional licensure requirements pursuant to State, Federal and County laws and regulations.

11. STANDARD OF PRACTICE

Special Counsel warrants that Special Counsel has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Special Counsel's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

12. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

13. MISCELLANEOUS

A. Special Counsel and the employees of Special Counsel, in performance of the Agreement, shall act in an independent capacity and not as officers or agents of the County.

B. Without the written consent of the County, this Agreement is not assignable by Special Counsel in whole or in part.

C. No alteration or variation of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto, and no oral understanding or

agreement not incorporated herein shall be binding on any of the parties hereto.

D. In accordance with the requirements of California Business and Professions Code § 6148, Special Counsel advises you that the firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to the County.

E. Special Counsel certifies by its signature below that Special Counsel is not a Nuclear Weapons Contractor, in that Special Counsel is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Special Counsel agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Special Counsel becomes a nuclear weapons contractor.

14. TERM

The term of this Agreement begins upon the execution by both parties hereto and ends on December 31, 2029, or earlier as provided in Section 6 hereof.

IN WITNESS WHEREOF, the County of Humboldt, California, has caused this agreement to be subscribed by its authorized officers, and Special Counsel has caused this agreement to be executed by its duly authorized officer, as of the date first above written.

COUNTY OF HUMBOLDT

By: _____
Chief Administrative Officer

(SEAL)

ATTEST:

By: _____
Clerk of the Board of Supervisors of the County of Humboldt, State of California

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

STRADLING YOCCA CARLSON & RAUTH, LLP

By: _____
Lawrence Chan

EXHIBIT A

Shareholders	$575
Associates	$420
Paralegals	$195