

NAPA COUNTY AGREEMENT NO. 260180B

LEGAL WORK PRODUCT SERVICES AGREEMENT

THIS LEGAL WORK PRODUCT SERVICES AGREEMENT (this “Agreement”) is made and entered into in Napa County, California, dated as of October 7, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and BTR CONSULTING, LLC, a California limited liability company, whose address is 828 Piccadilly Circle, Sacramento, CA 95864, hereinafter referred to as “Firm.”

RECITALS

A. County Counsel’s Office of the County wishes to obtain specialized services, as authorized by Government Code section 31000, consisting of analysis and implementation of strategies and policy changes to assist County Counsel’s office in providing legal advice regarding potential legal risks and liabilities to the Napa County Department of Corrections (“NCDC”).

B. Firm is willing to provide such specialized services to County under the terms and conditions set forth herein.

NOW, THEREFORE, County hereby engages the services of Firm, and Firm agrees to serve County in accordance with the terms and conditions set forth herein:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall provide County with the services described in Exhibit A attached hereto and incorporated herein (the “Services”) and in accordance with Firm’s proposal and/or statement of qualifications.

1.2 Schedule. Firm shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Firm shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Firm represents that the professional services rendered by Firm under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. When acting on behalf of County, Firm shall comply with the professional standards applicable to public attorneys performing the same services. Firm agrees not to disclose confidential or

strategic information provided by County, even after the termination of this agreement, except as required by law.

1.4 Key Personnel. The expertise of those individuals identified in Exhibit A is a substantial reason why County is entering into this Agreement with Firm. Firm must obtain County's advance written consent if it proposes to assign primary responsibility for the Services to an individual other than those identified therein. An individual approved pursuant to this paragraph shall be considered key personnel for Firm's subsequent performance under this Agreement. Key personnel may assign other members of the Firm to assist in providing the Services to the County, provided that the key personnel remain primarily responsible for the content and quality of the Services. The hourly rates for additional members of the Firm must be disclosed to and approved by County in advance of services being provided by such additional members.

1.5 Correction of Deficient Services. Firm shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Firm fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the agreement, commence correction of such services without further written notice to Firm. If County takes such corrective action, Firm shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another Firm or firm to correct the deficient services.

1.6 Other Remedies. This Article applies only to Firm's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Firm's other obligations under the Contract Documents or federal or state law.

1.7 Government Code Section 7550. Every document or report prepared by Firm for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Firm's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Firm of such suspension. County may rescind the suspension prior to or at 60 days by providing Firm with written notice of the rescission, at which time Firm will be required to resume performance in compliance with the terms and provisions of this Agreement. Firm shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Firm. The termination of the Agreement shall be effective 30 days after receipt of the notice by Firm. After receipt of notice of termination of all or any portion of the Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Firm's affected performance under the Agreement. Firm shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Firm in performing this Agreement, whether completed or unfinished. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Firm in providing County with the data and documents required by this paragraph. Firm shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Firm fails to satisfactorily perform any material obligation required by this Agreement. Default includes Firm's failure to timely provide services in accordance with the schedule. If Firm fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Firm, and any person claiming any rights by or through Firm under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Firm was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.3 County Counsel's Authority. The County Counsel or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Firm for satisfactory performance of the Services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates set forth in Exhibit B for the Services rendered by Firm.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement to Firm shall not exceed a total of \$90,000 which includes incidentals per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon the Services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for Services provided to the County Counsel's Office. The invoice shall be sent to the County Counsel for review of the invoice to confirm its contents match the services provided during the period covered by the invoice and are reasonable and appropriate. If approved, the supervising attorney will forward the invoice to the Napa County Auditor for payment.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Firm's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. The invoice shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the Services, and the hourly or task rates.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Firm acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the Services, Firm shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Firm shall require its subconsultants and any other entity or person providing the Services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless County and its officers and employees, from and against any liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from the negligence or willful misconduct of Firm or its officers or employees providing the Services under this Agreement, excluding, however, such liability, claims, actions, proceedings, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or the County’s agents or hired Contractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. County agrees that it will not pursue any claims under this indemnification provision unless the claims are covered by the insurance required by this Agreement.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Firm and its officers and employees shall comply with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Firm shall not permit its officers, agents, or employees to engage in any activities during the performance of any of the Services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or Firm.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Firm acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Firm hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the Services under this Agreement. Firm further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Firm is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Firm shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Firm shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other

applicable taxes or amounts, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Firm and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Firm's place of business where the records are kept. Firm shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

County Counsel
Napa County
1195 Third Street, Suite 301
Napa, CA 94559

FIRM

Benjamin T. Rice
BTR Consulting, LLC
828 Piccadilly Circle
Sacramento, CA 95864

9.3 Independent Contractors. Firm and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Firm concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Firm shall follow the direction of County concerning the end results of the performance and as set forth in the Rules of Professional Conduct.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies

in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Firm's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Firm shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. The Services performed by Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, or estimates compiled or composed by Firm, shall be treated as confidential attorney work product. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the Services, unless the records or information: (1) were publicly known, or otherwise known to Firm, at the time it was disclosed to Firm by County; (2)

subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the Services, shall survive the early termination or expiration of this Agreement. Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated

provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Firm to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Firm may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the County Counsel, and by Firm through its duly authorized officer(s).

FIRM:

BTR CONSULTING, LLC

By 
Benjamin T. Rice, BTR Consulting, LLC

COUNTY:

NAPA COUNTY, a political subdivision of
the State of California

By _____
SHERYL L. BRATTON, County Counsel

APPROVED AS TO FORM
Office of County Counsel

By: *Corey S. Utsurogi* _____

Date: 9/30/25 _____

EXHIBIT A SCOPE OF SERVICES

Firm shall provide County Counsel with audit and analysis of policies and practices of Napa County Corrections Department (NCDC), to develop corrective action plans and strategies to assist the County Counsel's office in providing legal advice to NCDC in order to limit liabilities for the County. Firm shall meet with staff and work directly with the County Counsel's office, sheriff's office, and NCDC on what mandates will likely be sought in a class action lawsuit and unnecessary exposures to liabilities in a civil rights lawsuit. An analysis to implement a strategic approach shall be completed in multiple phases and provided to County Counsel.

Phase one shall include a tour of NCDC and analysis of the County's use of segregation, out of cell time, and compliance with the Americans with Disabilities Act (ADA). Additional tours, audits, and analysis by Firm shall focus on the delivery of mental health and medical services to incarcerated persons. All visits shall include pre- and post-tour work of analyzing and providing consultation regarding appropriate policies.

Firm shall develop an analysis of NCDC's liabilities and development of corrective action plans, if necessary and shall provide that analysis directly to County Counsel.

Firm shall work with County Counsel, NCDC, and the Sheriff's office to conduct follow-up tours and audits to ensure compliance with corrective action plans and editing policies.

II. Schedule

Firm shall perform the Scope of Services in accordance with this schedule:

| Task or Milestone | Completion Date |
|---|-----------------|
| Spend two days in the Napa jail with the County (Director's leadership team, County Counsel, custody staff and medical staff) for general tours and to review policies and tour facility with focus on mental health and medical care. Firm would bring a mental health expert. | 11/30/2025 |
| Analyze and send to County Counsel suggested changes to policies and draft action plans related to healthcare. | 12/28/2025 |
| Review policies and tour facility with policies of related to ADA, discipline and segregation. | 01/9/2026 |
| Edit policies and help county draft action plans related to custody policies. | 2/30/2026 |
| Audit compliance with action plans and ensure compliance with new policies. | 3/27/2026 |

| Task or Milestone | Completion Date |
|--|-----------------|
| Review previous lawsuits and offer any other liability advice to county related to Director of Corrections v Sheriff heading jail oversight. | 4/31/2026 |

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 The Firm will be paid on an hourly basis of \$395 per hour. BTR consulting will be required to seek approval to go above 40 hours in any given month. It is expected that roughly 200 hours will be spent on this project. Any billing above 200 hours must be approved by County. The maximum compensation is \$90,000 which includes incidental expenses such as travel, and a mental health expert, which the firm will provide.

B.4 Extraordinary Costs. Any other expenses shall require the advance approval of the County Counsel.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. Waived.

C.2 Liability Insurance. Firm shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than One MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Firm or any officer, agent, or employee of Firm under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Firm arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Firm's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Firm owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material

change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying 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 company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Firm shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Firm not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Firm under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Firm shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Firm by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.