

NAPA COUNTY AGREEMENT NO. 270067B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is made and entered into in Napa County, California, this ____ day of _____, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Bertrand, Fox, Elliot, Osman + Wenzel whose address is 2749 Hyde Street, San Francisco, California, 94109, hereinafter referred to as “Firm” Collectively (“Parties”).

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm’s experience and expertise would benefit the County;

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County’s interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. The County has relied on the professional ability, professional experience, and training of Firm as a material inducement to enter into this Agreement. Firm 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 County of work performed by Firm shall not operate as or be interpreted to be a waiver or release. Firm represents that all attorneys assigned to handle matters for the County are licensed to practice law in the State of California and are members in good standing with the State Bar of California and the United States District Court for the Northern District of California.

1.4 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Key Personnel:	Ethan M. Lowry
	Richard W. Osman
	Michael C. Wenzel
	Sheila D. Crawford
	Amy Leifur Halby
	Ilana Kohn
	Mika J. Frisk

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension. The rates outlined in Exhibit B may be adjusted from time to time as agreed upon by the Parties through written amendment.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing

of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. 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. 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.

2.5 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 scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates set forth in **Exhibit B**.

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 shall not exceed a total of five hundred thousand dollars (\$500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon 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 pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts 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.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of 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 subcontractors and any other entity or person providing 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, the 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 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. 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.

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 incorporated herein 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 services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or Firms.

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. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

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 scope of 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 this 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 Federal Insurance Contributions Act 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 – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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

Jason M. Dooley, Esq.
Chief Deputy County Counsel
Napa County
1195 Third Street, Suite 301
Napa, CA 94559

FIRM

Ethan M. Lowry, Esq.
Bertrand, Fox, Elliot, Osman + Wenzel
2749 Hyde Street
San Francisco, CA, 94109

9.3 Independent Contractors. Firm and its subcontractors, 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 scope of 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.

9.4 Contract Interpretation. This Agreement 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 Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement 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 this Agreement. 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 this Agreement.

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 this 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. All services performed by Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. 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 scope of 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 notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Bertrand, Fox, Elliot, Osman + Wenzel

By  _____
Ethan M. Lewry, Senior Partner

NAPA COUNTY, a political subdivision of the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: Jason M. Dooley
Chief Deputy County Counsel

Date: _____
Processed By: _____

By: _____

Date: May 29, 2026

Deputy Clerk of the Board

EXHIBIT A
SCOPE OF SERVICES

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Employment and Complex Matters

Partner – \$335/hr
Associate – \$290/hr

Civil Rights/Police Liability

Partner – \$310/hr
Associate - \$280/hr

Other Matters

Partner – \$295/hr
Associate – \$265/hr

Paralegals - \$135/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County’s legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed \$5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel’s Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm’s standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel’s prior written approval.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

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 TWO MILLION DOLLARS (\$2,000,000) 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 no less than twice 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 no less than twice 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.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]