

**AMENDMENT NO. 3
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND
PILLSBURY WINTHROP SHAW PITTMAN LLP**

THIS AMENDMENT NO. 3 to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Pillsbury Winthrop Shaw Pittman LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$25,000 with a term of May 15, 2021 to June 30, 2022; and

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT on January 26, 2022 via Amendment #1 to add \$50,000 and to add two years to the term of the AGREEMENT for a total amount not to exceed \$75,000.

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT via Amendment # 2 on June 30, 2023, to update the hourly rates set forth in Exhibit A of the AGREEMENT.

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to add one year to the term of the AGREEMENT with no change to Exhibit A "Scope of Services/Additional Provisions" and no change to the total amount not to exceed.

NOW THEREFORE, COUNTY and ATTORNEY hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 1.01. Paragraph 1.01, Term, shall be amended and restated in its entirety as follows:

"1.01. Term. The term of this Agreement is May 15, 2021 through June 30, 2025, unless early terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties."


2. This AMENDMENT NO. 3 shall be effective July 1, 2024.

3. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.


DATED: 7/1/24

COUNTY

By 
Susan K. Blitch
County Counsel
County of Monterey

DATED: 6-30-24

ATTORNEY

By 
Marcus Wu, Esq.
Partner
Pillsbury Winthrop Shaw Pittman LLP

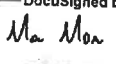
APPROVED AS TO FORM AND LEGALITY

DATED: 7/1/2024 | 9:27 AM PDT

DocuSigned by:
By 
Stacy L. Saetta
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 7/1/2024 | 9:03 AM PDT

DocuSigned by:
By 
Ma Mon
Chief Deputy Auditor-Controller

**AMENDMENT NO. 2
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND
PILLSBURY WINTHROP SHAW PITTMAN LLP**

THIS AMENDMENT NO. 2 to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of the Monterey County Health Department, and Pillsbury Winthrop Shaw Pittman LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$25,000 with a term of May 15, 2021 to June 30, 2022; and

WHEREAS, COUNTY and ATTORNEY amended the AGREEMENT on January 26, 2022 via Amendment #1 to add \$50,000 and to add two years to the term of the AGREEMENT for a total amount not to exceed \$75,000.

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to update the hourly rates set forth in Exhibit A of the AGREEMENT.

NOW THEREFORE, COUNTY and ATTORNEY hereby agree to amend AGREEMENT in the following manner:

1. Exhibit A. "Scope of Services/Additional Provisions", shall be replaced and restated in its entirety as follows
2. This AMENDMENT NO. 2 shall be effective July 1, 2023.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.

DATED: 6/30/2023 | 1:56 PM PDT

COUNTY

DocuSigned by:
By Les Girard
Leslie J. Girard
County Counsel-Risk Manager
County of Monterey

Amendment No. 2 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP
Term: May 15, 2021 to June 30, 2024
NTE: \$75,000

DATED: June 30, 2023

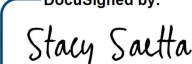
ATTORNEY

By 

Marcus Wu, Esq.
Partner
Pillsbury Winthrop Shaw Pittman LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 6/30/2023 | 1:33 PM PDT

DocuSigned by:
By 
Stacy L. Saetta
Chief Deputy County Counsel

APPROVED AS TO FINANCIAL TERMS

DATED: 6/30/2023 | 1:55 PM PDT


DocuSigned by:
By 
Ma Mon

EXHIBIT A**SCOPE OF SERVICES/PAYMENT PROVISIONS**

ATTORNEY shall provide independent legal services to the County consisting of advising the County on the federal and state laws governing its compensation, benefits, and payroll programs.

County shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The fees and expenses shall be calculated and charged in accordance with the hourly rates and expense method of billing identified below.

Name/Title	Hourly Rate
Attorney – Marcus Wu, Partner and William Bonano, Senior Counsel	\$735
Attorney – Associate	\$590
Non-attorney specialist	\$150

Services and expenses include telephone, telecopier, postage, photocopying (not to exceed 5 cents per page for black and white copies and 10 cents per page for color copies), computerized research, computer services, messenger services, expert witness and consultant fees. All such fees to be billed at actual cost (except for photocopying, as noted above); prior written consent to be obtained prior to engaging any experts or consultants.

COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel in accordance with the above terms.

ATTORNEY will bill monthly for work performed and costs advanced. ATTORNEY will bill all overhead expenses, such as long distance telephone charges, facsimile transmission charges, photocopying and delivery expenses, as costs advanced. All overhead expenses will be billed at ATTORNEY's cost.

Amendment No. 2 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2024

NTE: \$75,000

**AMENDMENT NO. 1
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND
PILLSBURY WINTHROP SHAW PITTMAN LLP**

THIS AMENDMENT NO. 1 to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of the Monterey County Health Department, and Pillsbury Winthrop Shaw Pittman LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$25,000 with a term of May 15, 2021 to June 30, 2022; and

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to add \$50,000 and to add two years to the term of the AGREEMENT.

NOW THEREFORE, COUNTY and ATTORNEY hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 1.01. paragraph 1.01, Term, shall be amended and restated in its entirety as follows:

“1.01. Term. The term of this Agreement is May 15, 2021 through June 30, 2024, unless early terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.”

2. Paragraph 3.02. Paragraph 3.02, Budget, shall be amended and restated in its entirety as follows:

“3.02. Budget. ATTORNEY and COUNTY agree that the total fees (including expenses) under this Agreement may not exceed \$75,000 (the “Budget”). ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing as soon as administratively practicable after ATTORNEY’s total fees and expenses under this Agreement equal or exceeds 50% and 75% of the Budget. If COUNTY does not approve additional fees and expenses required by the project beyond the Budget, COUNTY hereby consents to ATTORNEY's withdrawal as co- counsel in any cases.”

Amendment No. 1 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2024

NTE: \$75,000

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 1 shall continue in full force and effect as set forth in the AGREEMENT.
6. This AMENDMENT NO. 1 shall be effective December 3, 2021.
7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.

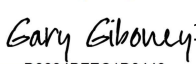
DATED: _____

COUNTY

By _____
Leslie J. Girard
County Counsel-Risk Manager
County of Monterey


DATED: January 18, 2022

ATTORNEY

DocuSigned by:
 1/24/2022 | 9:59 AM PST
D3834BFEC1D8449...

Gary Giboney

Chief Deputy Auditor Controller

By 
Marcus Wu, Esq.
Partner
Pillsbury Winthrop Shaw Pittman LLP

APPROVED AS TO FORM AND LEGALITY

DATED: 1/19/2022

By 
Stacy L. Saetta
Chief Deputy County Counsel

Amendment No. 1 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2024

NTE: \$75,000

AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES

THIS AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES ("Agreement") is made and entered by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("COUNTY"), and Pillsbury Winthrop Shaw Pittman LLP, a limited liability partnership ("ATTORNEY").

RECITALS

This Agreement is made with respect to the following facts:

- A. The COUNTY may contract for legal services when it is necessary and appropriate that special legal services be performed for the COUNTY.
- B. COUNTY desires to retain ATTORNEY to provide legal services to the COUNTY with respect to federal and state laws governing COUNTY's compensation, benefits, and payroll programs.
- C. ATTORNEY is specially trained, experienced, expert, and competent to perform the legal services required. COUNTY specifically seeks the expertise of Marcus Wu and enters into this agreement with the understanding that Mr. Wu will be the primary attorney providing services under this Agreement, although other attorneys in the firm may be utilized on an as-needed basis.

NOW, THEREFORE, the parties agree as follows:

1. TERM AND CLIENT

1.01 **Term.** This Agreement is May 15, 2021, and will terminate on June 30, 2022, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.

1.02 **Identity of Client.** COUNTY will be ATTORNEY'S sole client under this Agreement. ATTORNEY will not be representing any of ATTORNEY'S affiliated or constituent individuals or entities, such as any individual member of COUNTY's Board of Supervisors or any COUNTY officers, employees, or other related parties.

2. SERVICES TO BE PERFORMED

2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. The primary attorney providing services hereunder shall be Marcus Wu, although other attorneys in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of providing legal advice concerning regarding federal and state laws governing COUNTY's compensation, benefits, and payroll programs. A specific scope of work is enclosed as Exhibit A, and is incorporated herein by reference. ATTORNEY shall perform only such services as are within the expertise of the individual attorneys on ATTORNEY's staff, and ATTORNEY will notify COUNTY promptly if any work requested is beyond such expertise. ATTORNEY shall diligently provide such legal services as are necessary and approved by COUNTY in a professional, timely manner. ATTORNEY shall perform all of its services with due regard to ethical guidelines and the COUNTY's interests.

2.02. Conflicts of Interest.

(a) ATTORNEY does not presently represent a person or firm with an interest adverse to COUNTY with respect to the matter accepted.

(b) ATTORNEY currently represents Dhanni Systems, Inc. ("Dhanni"), which has a continuing commercial relationship with COUNTY as a vendor of software and associated professional services. COUNTY waives the conflict of interest associated with ATTORNEY's continuing representation of Dhanni on any current matters and on any future matters that may arise unrelated to ATTORNEY's services under this Agreement. ATTORNEY has obtained a reciprocal waiver from Dhanni consenting to ATTORNEY's representation of COUNTY.

(c) In the future, ATTORNEY may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to COUNTY or to represent COUNTY where an adverse party is another client of ATTORNEY, where that transaction or dispute is unrelated to ATTORNEY's services under this Agreement. Under the rules of professional conduct, ATTORNEY may be precluded from representing a current or new client in a matter adverse or potentially adverse to COUNTY, even though that matter is unrelated to the services provided by ATTORNEY under this Agreement, unless ATTORNEY has a conflict waiver from COUNTY and the other client in advance that ATTORNEY may do so. COUNTY hereby consents and agrees that ATTORNEY may take on such matters, and that COUNTY waives any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws, except that during the course of its representation of

COUNTY, ATTORNEY may not represent COUNTY employees in employment-related tax matters adverse to COUNTY. ATTORNEY will preserve at all times COUNTY'S confidences under applicable rules of professional conduct, and this advance waiver does not affect that obligation.

2.03. Direction from and Consultation with County. ATTORNEY shall coordinate and consult with, and receive direction from the County's Auditor - Controller in providing services under this Agreement. The primary persons from the Auditor - Controller's Office working with ATTORNEY with respect to this Agreement shall be Rupa Shah, Auditor - Controller, and Gary Giboney, Chief Deputy Auditor - Controller. The primary person from the County Counsel's Office working with ATTORNEY with respect to this Agreement shall be Leslie J. Girard, County Counsel-Risk Manager.

2.04. Reporting Requirements. ATTORNEY shall provide COUNTY with such reports as may be requested by COUNTY in connection with the performance of services hereunder.

2.05. Closing Report. If this Agreement is terminated as set forth herein, or if for any reason ATTORNEY is no longer retained by COUNTY with respect to this matter, ATTORNEY shall submit a Closing Report describing the status of the matter, setting forth any information needed by another attorney to handle the matter. The Closing Report will be expeditiously submitted, together with necessary executed Substitutions of Attorneys, to County Counsel.

2.06. Oral Reports. ATTORNEY shall immediately report orally to County Counsel, in person or by telephone, any event or discovery which is of an urgent nature or requires the immediate attention of COUNTY. ATTORNEY shall promptly follow up such oral report with a Status Report or Status Update reiterating such event or discovery. ATTORNEY shall immediately advise County Counsel in writing if an actual or potential conflict of interest arises or is discovered.

3. COMPENSATION

3.01. Compensation to Attorney. As consideration for ATTORNEY's performance of services under this Agreement, COUNTY shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this Agreement and in accordance with the hourly rates for partners, associates, and paralegals, if any, of ATTORNEY and any other terms governing fees set forth in Exhibit B, attached hereto and incorporated herein by reference. COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel, as set forth below.

3.02. Budget. ATTORNEY and COUNTY agree that total fees (including Agreement for Specialized Attorney Services
Pillsbury Winthrop Shaw Pittman LLP - tax reporting

expenses) under this Agreement may not exceed \$25,000 (the "Budget"). ATTORNEY and COUNTY shall revise the Budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such Budget increases. Proposed Budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing as soon as administratively practicable after ATTORNEY's total fees and expenses under this Agreement equal or exceed 50% of the Budget and again after those amounts equal or exceed 75% of the Budget. If COUNTY does not approve additional fees and expenses required by the project beyond the Budget, COUNTY hereby consents to ATTORNEY's withdrawal as co-counsel in any cases.

3.03. Maximum Liability. The maximum amount of COUNTY's liability over the full term of this Agreement (including all items paid under paragraph 3.04) is equal to the Budget amount specified in paragraph 3.02, including any subsequent increases effected in accordance with paragraph 3.02.

3.04. Reimbursement for Expenses.

(a) COUNTY shall reimburse ATTORNEY for all actual and necessary expenses for the following items:

- (1) Deposition and transcript fees;
- (2) Filing fees;
- (3) Postage;
- (4) Actual travel expenses, as more fully described in (b) below;
- (5) Consultant and expert witness fees;
- (6) Photocopying;
- (7) Computerized legal research; and
- (8) Other expenses when approved in advance.

(b) COUNTY will not reimburse ATTORNEY for any non-attorney staff time or overtime for secretarial, clerical, or word processing costs connected with preparing required status reports. COUNTY will not pay ATTORNEY for time spent to provide information in response to COUNTY audits or audits by COUNTY's external auditors, for ATTORNEY's travel time, or for work not authorized by COUNTY. Travel expenses shall be paid in accordance with COUNTY's Travel Policy.

3.05. Monthly Claims by Attorney. Not later than 35 days after the last day of each month, ATTORNEY shall submit to COUNTY a claim, on a form or in a format approved by COUNTY, setting forth in detail the time and expense items incurred by ATTORNEY during the previous month, for which payment is sought, and setting forth such other information pertinent to the claim as COUNTY may require. The fees charges shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and budget maximum set forth in Exhibit B. The

following information shall be set forth accurately in or attached to the billing invoice:

- (a) Case name, court number, County Counsel file number or other identification of subject matter for which ATTORNEY rendered services;
- (b) Staffing level, hourly rate, and detailed time and activity descriptions for each attorney, and/or paralegal, including but not limited to time spent with respect to conferences, correspondence, telephone calls, hearings, meetings, research, project review, depositions, document filing, and trials; and
- (c) Invoices supporting all outside costs.

3.06. Payment of Monthly Claims by COUNTY. COUNTY, through the Office of the County Counsel, shall certify ATTORNEY's claim, either in the requested amount or in such other amount as County Counsel approves in conformity with this Agreement. County Counsel shall promptly submit such certified claim to the Auditor-Controller, Risk Manager, or third-party claims administrator for COUNTY. The Auditor, Risk Manager or third party claims administrator shall thereafter pay the balance of the certified claim not later than 45 days after receipt of the certified claim.

3.07. Disputed Payment Amount. If for any claim COUNTY certifies a lesser amount than the amount requested, and if ATTORNEY desires to dispute the amount so certified, ATTORNEY must submit a written notice of protest to COUNTY within 20 days after ATTORNEY's receipt of the certification. The parties shall then promptly meet to review the dispute and resolve it on a mutually acceptable basis. If the parties are unable to resolve the dispute after meeting, the dispute resolution process in paragraph 6.10 will apply.

3.08. Conflicting Payment Provisions. The provisions regarding payment set forth in this portion of the Agreement prevail over any conflicting provisions that may be found in any of the exhibits to this Agreement.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. *[Intentionally omitted.]*

4.02. Evidence of Coverage. Prior to commencement of this Agreement, ATTORNEY shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, ATTORNEY upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the COUNTY, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of ATTORNEY.

4.03. Qualifying Insurers. All insurance coverages, except surety, shall be

issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

4.04. Insurance Coverage Requirements. ATTORNEY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(b) Business automobile liability insurance, covering all non-owned and hired motor vehicles used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(c) Workers' Compensation Insurance, if ATTORNEY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(d) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. ATTORNEY does not provide tail insurance. Although ATTORNEY does not provide tail insurance to specific clients or matters, ATTORNEY maintains insurance coverage of the types, limits, and scope required by this Agreement that would be available if any claims connected to or arising from this Agreement are not made or discovered during its term.

(e) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date ATTORNEY completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for ATTORNEY and additional insureds with respect to claims arising from each

subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the COUNTY and County of Monterey, and their officers, agents, and employees as Additional Insureds with respect to liability arising out of the ATTORNEY's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY or County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the ATTORNEY's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, ATTORNEY shall file certificates of insurance with the COUNTY showing that the ATTORNEY has in effect the insurance required by this Agreement. The ATTORNEY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

ATTORNEY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY. If the certificate is not received by the expiration date, COUNTY shall notify ATTORNEY and ATTORNEY shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ATTORNEY to maintain such insurance is a default of this Agreement which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

5. TERMINATION

5.01. Termination by COUNTY. COUNTY may terminate this Agreement at any time for its convenience and without cause. Upon such termination, ATTORNEY shall promptly comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums then due for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

5.02. Termination by ATTORNEY. ATTORNEY may terminate this Agreement at any time upon giving thirty (30) days' written notice to COUNTY. Upon such termination, and unless COUNTY notifies ATTORNEY in writing that it will not need a substitute co-counsel, ATTORNEY shall continue to provide such services as COUNTY may require until such time as COUNTY is able to identify a substitute co-counsel to render necessary services. COUNTY shall not unreasonably delay in identifying such substitute co-counsel or in providing written notice that it will not

require a substitute co-counsel. ATTORNEY shall also immediately comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

6. GENERAL PROVISIONS

6.01. Non-assignment. ATTORNEY shall not assign or transfer this Agreement, or any part thereof, without the written consent of COUNTY, nor shall ATTORNEY assign any monies due or to become due to ATTORNEY hereunder without the previous written consent of COUNTY.

6.02. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make ATTORNEY anything but an independent contractor and in all ATTORNEY's activities and operations pursuant to this Agreement, ATTORNEY shall for no purposes be considered an employee or agent of COUNTY.

6.03. Authority to Bind COUNTY. It is understood that ATTORNEY, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom ATTORNEY deals in the course of business.

6.04. Nondisclosure of Information. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY business which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, ATTORNEY shall immediately return to COUNTY all papers, documents and the like belonging to COUNTY.

6.05. Notices.

(a) Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to the Monterey County Counsel or to ATTORNEY's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the office of the Monterey County Counsel in Salinas, California, or to ATTORNEY's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, to the fax number indicated below; or (4) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

(b) Notice may be provided to the parties by U.S. mail or electronic mail or facsimile as follows:

Agreement for Specialized Attorney Services
Pillsbury Winthrop Shaw Pittman LLP - tax reporting

4815-5638-8650/2

To COUNTY:

Leslie J. Girard
County Counsel-Risk Manager
Office of the County Counsel
County of Monterey
168 West Alisal Street, Third Floor
Phone Number: (831) 755-5045
Fax Number: (831) 755-5283

To ATTORNEY:

Marcus Wu, Esq.
Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, Ste. 300
San Diego, CA 92130
Phone Number: (858) 509-4030
marcus.wu@pillsburylaw.com

(b) The contact information specified in paragraph (b) may be changed by either party, by giving notice to the other in the manner provided herein.

6.06. Subcontracting. ATTORNEY shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.07. Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.08. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ATTORNEY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

6.09. Sole Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

6.10. Arbitration. If COUNTY disagrees with the amount of ATTORNEY's fees or other charges, or if COUNTY has any concerns about ATTORNEY's work under this Agreement, COUNTY agrees to bring that to ATTORNEY's attention as soon as possible. In the event any dispute between the parties arising from or relating to that work cannot be resolved informally, the parties agree to forego the right to trial by jury and to resolve any disputes between the parties, or any disputes that COUNTY has with any of ATTORNEY's lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for

complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award.

6.11. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.12. Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

6.13. Exhibits. The following exhibits are attached hereto:

Exhibit A - Scope of Services
Exhibit B - Fees and Expenses

IN WITNESS WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:

DATED: 6/9/21

COUNTY

By 

Leslie J. Girard, Esq.
County Counsel-Risk Manager
County of Monterey

DATED: _____

PILLSBURY WINTHROP SHAW PITTMAN
LLP

By 

Marcus Wu, Esq.

APPROVED AS TO FORM AND LEGALITY

LESLIE J. GIRARD
County Counsel-Risk Manager

DATED: 6/6/2021

By 
Stacy L. Saetta Esq.
Deputy County Counsel


DocuSigned by:

D3834BFEC1D8449...

EXHIBIT A

SCOPE OF SERVICES

ATTORNEY shall provide independent legal services to the COUNTY consisting of providing advice regarding federal and state laws governing COUNTY's compensation, benefits, and payroll programs. In the performance of services, ATTORNEY shall receive direction from and report to the Monterey County Auditor - Controller's Office, and specifically Rupa Shah, Auditor - Controller, and Gary Giboney, Deputy Auditor Controller. In the performance of services, ATTORNEY shall receive additional direction from and report to the County Counsel's Office and specifically Leslie J. Girard, County Counsel-Risk Manager.

EXHIBIT B

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The fees and expenses shall be calculated and charged in accordance with the hourly rates and expense method of billing identified in this Agreement. Negotiations for changes in attorney fees and expenses shall commence at least ninety (90) days before the end of COUNTY'S fiscal year. Changes in attorney fees and expenses are not binding unless mutually agreed upon in a writing signed by the parties.

Name/Title	Hourly Rate
Marcus Wu/Partner (attorney)	\$650
Duste McDonald/Non-attorney specialist	\$150

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Lic # OG11911 201 Mission St 11th Fl San Francisco, CA 94105	CONTACT NAME: Avonni McCreary PHONE (A/C, No, Ext): 628 201-9001 FAX (A/C, No): E-MAIL ADDRESS: avonni.mccreary@usi.com INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co. of Hartford NAIC # 20478 INSURER B: Continental Insurance Company 35289 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pillsbury Winthrop Shaw Pittman LLP 333 Commerce Street, Ste 1300 Attn: Myrna Aguirre Nashville, TN 37201-1828	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6081699931	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6081699945	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6081699959	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees is named as additional insured as it relates to general liability & auto liability in accordance with the terms and conditions of the policies. The General Liability coverage is primary and non-contributory where required by written contract. Certificate holder is provided 30 days notice of cancellation (10 day in the event of non payment of premium) as it relates to general & auto liability in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts/Purchasing Division
 168 West Alisal Street, 3rd Floor
 Salinas, CA 93901-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance

CNA75079XX (1-15)

Policy No:

Page 1 of 2

Effective Date:

Insured Name:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)

Page 2 of 2

Policy No:

Effective Date:

Insured Name:

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	Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement
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This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
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**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
<p>Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:</p> <ol style="list-style-type: none">1. Is in effect or becomes effective during the term of this policy; and2. Was executed prior to loss.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: 6081699945

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed in writing
in a contract or agreement to waive any right of recovery
against such person or organization, but only if the contract
or agreement:

1. Is in effect or becomes effective during the term
of this policy; and
2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102304700--E25M-23-24	CONTACT NAME: Raquel Idefonzo PHONE (A/C, No. Ext): 415-743-8000 / 8475 FAX (A/C, No): E-MAIL ADDRESS: Raquel.Idefonzo@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437
INSURED PILLSBURY WINTHROP SHAW PITTMAN LLP ATTENTION: MYRNA B. AGUIRRE 333 COMMERCE STREET, SUITE 1300 NASHVILLE, TN 37201	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

SEA-003209147-28

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A				
A	LAWYERS PROFESSIONAL LIABILITY			011429210	04/15/2023	04/15/2024	LIMIT OF LIABILITY 25,000,000 SIR: \$4,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: EVIDENCE OF PROFESSIONAL LIABILITY INSURANCE

||||| TO WHOM IT MAY CONCERN |||||

CERTIFICATE HOLDER

COUNTY OF MONTEREY
 CONTRACTS/PURCHASING DIVISION
 168 WEST ALISAL STREET, 3RD FLOOR
 SALINAS, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN102304700
LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED PILLSBURY WINTHROP SHAW PITTMAN LLP ATTENTION: MYRNA B. AGUIRRE 333 COMMERCE STREET, SUITE 1300 NASHVILLE, TN 37201
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THIS IS A CLAIMS MADE POLICY.

RETROACTIVE DATE: Not applicable EXCEPT that this Policy does not apply to, nor provide insurance coverage for any claim against any Insured arising out of any act, error, omission or Covered Offense by such Insured which occurred prior to the time that such Insured became an Insured under this Policy or any prior Lawyer's Professional Liability policy issued by the Company to the Named Insured which was consecutively renewed up to the date of this Policy (See Exclusion F).

LEXINGTON INSURANCE COMPANY AMBEST RATING: Rating: A (Excellent)

PILLWIN-04

MWARLICH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Beth Firmeza PHONE (A/C, No, Ext): (925) 800-1103 FAX (A/C, No): E-MAIL ADDRESS: Beth.Firmeza@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Property and Casualty Insurance Company of Hartford NAIC # 34690 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pillsbury Winthrop Shaw Pittman, LLP 333 Commerce Street Nashville, TN 37201	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WNR29701	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Workers Compensation Coverage.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Division 168 West Alisal Street, 3rd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**AMENDMENT NO. 1
TO AGREEMENT FOR SPECIALIZED
ATTORNEY SERVICES BY AND
BETWEEN COUNTY OF MONTEREY
AND
PILLSBURY WINTHROP SHAW PITTMAN LLP**

THIS AMENDMENT NO. 1 to Agreement for Specialized Attorney Services ("AGREEMENT") for the provision of legal services is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), on behalf of the Monterey County Health Department, and Pillsbury Winthrop Shaw Pittman LLP (hereinafter referred to as "ATTORNEY"), with respect to the following.

WHEREAS, COUNTY and ATTORNEY entered into AGREEMENT in the amount of \$25,000 with a term of May 15, 2021 to June 30, 2022; and

WHEREAS, COUNTY and ATTORNEY wish to amend the AGREEMENT to add \$50,000 and to add two years to the term of the AGREEMENT.

NOW THEREFORE, COUNTY and ATTORNEY hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 1.01. paragraph 1.01, Term, shall be amended and restated in its entirety as follows:

“1.01. Term. The term of this Agreement is May 15, 2021 through June 30, 2024, unless early terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.”

2. Paragraph 3.02. Paragraph 3.02, Budget, shall be amended and restated in its entirety as follows:

“3.02. Budget. ATTORNEY and COUNTY agree that the total fees (including expenses) under this Agreement may not exceed \$75,000 (the “Budget”). ATTORNEY and COUNTY shall revise the budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such budget increases. Proposed budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing as soon as administratively practicable after ATTORNEY’s total fees and expenses under this Agreement equal or exceeds 50% and 75% of the Budget. If COUNTY does not approve additional fees and expenses required by the project beyond the Budget, COUNTY hereby consents to ATTORNEY's withdrawal as co- counsel in any cases.”

Amendment No. 1 to Agreement for Specialized Attorney Services with Pillsbury Winthrop Shaw Pittman LLP

Term: May 15, 2021 to June 30, 2024

NTE: \$75,000

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 1 shall continue in full force and effect as set forth in the AGREEMENT.

6. This AMENDMENT NO. 1 shall be effective December 3, 2021.

7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County.

IN WITNESS WHEREOF, County and ATTORNEY have executed this AGREEMENT as of the day and year written below.


DATED: _____


COUNTY

By _____
Leslie J. Girard
County Counsel-Risk Manager
County of Monterey

DATED: January 18, 2022

ATTORNEY

By 
Marcus Wu, Esq.
Partner
Pillsbury Winthrop Shaw Pittman LLP

DocuSigned by:
 1/24/2022 | 9:59 AM PST
D3834BFEC1D8449...

Gary Giboney

Chief Deputy Auditor Controller

APPROVED AS TO FORM AND LEGALITY

DATED: 1/19/2022

By 
Stacy L. Saetta
Chief Deputy County Counsel

AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES

THIS AGREEMENT FOR SPECIALIZED ATTORNEY SERVICES ("Agreement") is made and entered by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("COUNTY"), and Pillsbury Winthrop Shaw Pittman LLP, a limited liability partnership ("ATTORNEY").

RECITALS

This Agreement is made with respect to the following facts:

- A. The COUNTY may contract for legal services when it is necessary and appropriate that special legal services be performed for the COUNTY.
- B. COUNTY desires to retain ATTORNEY to provide legal services to the COUNTY with respect to federal and state laws governing COUNTY's compensation, benefits, and payroll programs.
- C. ATTORNEY is specially trained, experienced, expert, and competent to perform the legal services required. COUNTY specifically seeks the expertise of Marcus Wu and enters into this agreement with the understanding that Mr. Wu will be the primary attorney providing services under this Agreement, although other attorneys in the firm may be utilized on an as-needed basis.

NOW, THEREFORE, the parties agree as follows:

1. TERM AND CLIENT

1.01 **Term.** This Agreement is May 15, 2021, and will terminate on June 30, 2022, unless earlier terminated as set forth below. This Agreement may be amended from time-to-time upon the mutual agreement of the parties.

1.02 **Identity of Client.** COUNTY will be ATTORNEY'S sole client under this Agreement. ATTORNEY will not be representing any of ATTORNEY'S affiliated or constituent individuals or entities, such as any individual member of COUNTY's Board of Supervisors or any COUNTY officers, employees, or other related parties.

2. SERVICES TO BE PERFORMED

2.01. Services to be Performed by ATTORNEY. COUNTY hereby hires ATTORNEY to render independent legal services to COUNTY, subject to the terms of this Agreement. The primary attorney providing services hereunder shall be Marcus Wu, although other attorneys in the firm may be utilized on an as-needed basis. ATTORNEY shall perform said services faithfully and well, when needed by and as requested by COUNTY. The services to be performed under this Agreement shall consist of providing legal advice concerning regarding federal and state laws governing COUNTY's compensation, benefits, and payroll programs. A specific scope of work is enclosed as Exhibit A, and is incorporated herein by reference. ATTORNEY shall perform only such services as are within the expertise of the individual attorneys on ATTORNEY's staff, and ATTORNEY will notify COUNTY promptly if any work requested is beyond such expertise. ATTORNEY shall diligently provide such legal services as are necessary and approved by COUNTY in a professional, timely manner. ATTORNEY shall perform all of its services with due regard to ethical guidelines and the COUNTY's interests.

2.02. Conflicts of Interest.

(a) ATTORNEY does not presently represent a person or firm with an interest adverse to COUNTY with respect to the matter accepted.

(b) ATTORNEY currently represents Dhanni Systems, Inc. ("Dhanni"), which has a continuing commercial relationship with COUNTY as a vendor of software and associated professional services. COUNTY waives the conflict of interest associated with ATTORNEY's continuing representation of Dhanni on any current matters and on any future matters that may arise unrelated to ATTORNEY's services under this Agreement. ATTORNEY has obtained a reciprocal waiver from Dhanni consenting to ATTORNEY's representation of COUNTY.

(c) In the future, ATTORNEY may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to COUNTY or to represent COUNTY where an adverse party is another client of ATTORNEY, where that transaction or dispute is unrelated to ATTORNEY's services under this Agreement. Under the rules of professional conduct, ATTORNEY may be precluded from representing a current or new client in a matter adverse or potentially adverse to COUNTY, even though that matter is unrelated to the services provided by ATTORNEY under this Agreement, unless ATTORNEY has a conflict waiver from COUNTY and the other client in advance that ATTORNEY may do so. COUNTY hereby consents and agrees that ATTORNEY may take on such matters, and that COUNTY waives any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws, except that during the course of its representation of

COUNTY, ATTORNEY may not represent COUNTY employees in employment-related tax matters adverse to COUNTY. ATTORNEY will preserve at all times COUNTY'S confidences under applicable rules of professional conduct, and this advance waiver does not affect that obligation.

2.03. Direction from and Consultation with County. ATTORNEY shall coordinate and consult with, and receive direction from the County's Auditor - Controller in providing services under this Agreement. The primary persons from the Auditor - Controller's Office working with ATTORNEY with respect to this Agreement shall be Rupa Shah, Auditor - Controller, and Gary Giboney, Chief Deputy Auditor - Controller. The primary person from the County Counsel's Office working with ATTORNEY with respect to this Agreement shall be Leslie J. Girard, County Counsel-Risk Manager.

2.04. Reporting Requirements. ATTORNEY shall provide COUNTY with such reports as may be requested by COUNTY in connection with the performance of services hereunder.

2.05. Closing Report. If this Agreement is terminated as set forth herein, or if for any reason ATTORNEY is no longer retained by COUNTY with respect to this matter, ATTORNEY shall submit a Closing Report describing the status of the matter, setting forth any information needed by another attorney to handle the matter. The Closing Report will be expeditiously submitted, together with necessary executed Substitutions of Attorneys, to County Counsel.

2.06. Oral Reports. ATTORNEY shall immediately report orally to County Counsel, in person or by telephone, any event or discovery which is of an urgent nature or requires the immediate attention of COUNTY. ATTORNEY shall promptly follow up such oral report with a Status Report or Status Update reiterating such event or discovery. ATTORNEY shall immediately advise County Counsel in writing if an actual or potential conflict of interest arises or is discovered.

3. COMPENSATION

3.01. Compensation to Attorney. As consideration for ATTORNEY's performance of services under this Agreement, COUNTY shall pay to ATTORNEY the fees and necessary expenses calculated in accordance with the hourly rate and expense method of billing. Fees and expenses are to be charged in accordance with the terms of this Agreement and in accordance with the hourly rates for partners, associates, and paralegals, if any, of ATTORNEY and any other terms governing fees set forth in Exhibit B, attached hereto and incorporated herein by reference. COUNTY will not pay ATTORNEY for travel time. COUNTY will reimburse ATTORNEY for the actual expenses related to the travel, as set forth below.

3.02. Budget. ATTORNEY and COUNTY agree that total fees (including Agreement for Specialized Attorney Services
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expenses) under this Agreement may not exceed \$25,000 (the "Budget"). ATTORNEY and COUNTY shall revise the Budget as necessary to reflect additional fees and expenses required for services, and this Agreement shall be amended accordingly to provide for such Budget increases. Proposed Budget increases must be approved by COUNTY before increased charges or expenditures are accrued. ATTORNEY shall notify the County Counsel in writing as soon as administratively practicable after ATTORNEY's total fees and expenses under this Agreement equal or exceed 50% of the Budget and again after those amounts equal or exceed 75% of the Budget. If COUNTY does not approve additional fees and expenses required by the project beyond the Budget, COUNTY hereby consents to ATTORNEY's withdrawal as co-counsel in any cases.

3.03. Maximum Liability. The maximum amount of COUNTY's liability over the full term of this Agreement (including all items paid under paragraph 3.04) is equal to the Budget amount specified in paragraph 3.02, including any subsequent increases effected in accordance with paragraph 3.02.

3.04. Reimbursement for Expenses.

(a) COUNTY shall reimburse ATTORNEY for all actual and necessary expenses for the following items:

- (1) Deposition and transcript fees;
- (2) Filing fees;
- (3) Postage;
- (4) Actual travel expenses, as more fully described in (b) below;
- (5) Consultant and expert witness fees;
- (6) Photocopying;
- (7) Computerized legal research; and
- (8) Other expenses when approved in advance.

(b) COUNTY will not reimburse ATTORNEY for any non-attorney staff time or overtime for secretarial, clerical, or word processing costs connected with preparing required status reports. COUNTY will not pay ATTORNEY for time spent to provide information in response to COUNTY audits or audits by COUNTY's external auditors, for ATTORNEY's travel time, or for work not authorized by COUNTY. Travel expenses shall be paid in accordance with COUNTY's Travel Policy.

3.05. Monthly Claims by Attorney. Not later than 35 days after the last day of each month, ATTORNEY shall submit to COUNTY a claim, on a form or in a format approved by COUNTY, setting forth in detail the time and expense items incurred by ATTORNEY during the previous month, for which payment is sought, and setting forth such other information pertinent to the claim as COUNTY may require. The fees charges shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and budget maximum set forth in Exhibit B. The

following information shall be set forth accurately in or attached to the billing invoice:

- (a) Case name, court number, County Counsel file number or other identification of subject matter for which ATTORNEY rendered services;
- (b) Staffing level, hourly rate, and detailed time and activity descriptions for each attorney, and/or paralegal, including but not limited to time spent with respect to conferences, correspondence, telephone calls, hearings, meetings, research, project review, depositions, document filing, and trials; and
- (c) Invoices supporting all outside costs.

3.06. Payment of Monthly Claims by COUNTY. COUNTY, through the Office of the County Counsel, shall certify ATTORNEY's claim, either in the requested amount or in such other amount as County Counsel approves in conformity with this Agreement. County Counsel shall promptly submit such certified claim to the Auditor-Controller, Risk Manager, or third-party claims administrator for COUNTY. The Auditor, Risk Manager or third party claims administrator shall thereafter pay the balance of the certified claim not later than 45 days after receipt of the certified claim.

3.07. Disputed Payment Amount. If for any claim COUNTY certifies a lesser amount than the amount requested, and if ATTORNEY desires to dispute the amount so certified, ATTORNEY must submit a written notice of protest to COUNTY within 20 days after ATTORNEY's receipt of the certification. The parties shall then promptly meet to review the dispute and resolve it on a mutually acceptable basis. If the parties are unable to resolve the dispute after meeting, the dispute resolution process in paragraph 6.10 will apply.

3.08. Conflicting Payment Provisions. The provisions regarding payment set forth in this portion of the Agreement prevail over any conflicting provisions that may be found in any of the exhibits to this Agreement.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. [*Intentionally omitted.*]

4.02. Evidence of Coverage. Prior to commencement of this Agreement, ATTORNEY shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, ATTORNEY upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the COUNTY, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of ATTORNEY.

4.03. Qualifying Insurers. All insurance coverages, except surety, shall be

issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

4.04. Insurance Coverage Requirements. ATTORNEY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

(a) Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(b) Business automobile liability insurance, covering all non-owned and hired motor vehicles used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(c) Workers' Compensation Insurance, if ATTORNEY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(d) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. ATTORNEY does not provide tail insurance. Although ATTORNEY does not provide tail insurance to specific clients or matters, ATTORNEY maintains insurance coverage of the types, limits, and scope required by this Agreement that would be available if any claims connected to or arising from this Agreement are not made or discovered during its term.

(e) Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date ATTORNEY completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for ATTORNEY and additional insureds with respect to claims arising from each

subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the COUNTY and County of Monterey, and their officers, agents, and employees as Additional Insureds with respect to liability arising out of the ATTORNEY's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY or County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the ATTORNEY's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, ATTORNEY shall file certificates of insurance with the COUNTY showing that the ATTORNEY has in effect the insurance required by this Agreement. The ATTORNEY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

ATTORNEY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY. If the certificate is not received by the expiration date, COUNTY shall notify ATTORNEY and ATTORNEY shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by ATTORNEY to maintain such insurance is a default of this Agreement which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

5. **TERMINATION**

5.01. Termination by COUNTY. COUNTY may terminate this Agreement at any time for its convenience and without cause. Upon such termination, ATTORNEY shall promptly comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums then due for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

5.02. Termination by ATTORNEY. ATTORNEY may terminate this Agreement at any time upon giving thirty (30) days' written notice to COUNTY. Upon such termination, and unless COUNTY notifies ATTORNEY in writing that it will not need a substitute co-counsel, ATTORNEY shall continue to provide such services as COUNTY may require until such time as COUNTY is able to identify a substitute co-counsel to render necessary services. COUNTY shall not unreasonably delay in identifying such substitute co-counsel or in providing written notice that it will not

require a substitute co-counsel. ATTORNEY shall also immediately comply with the provisions of paragraph 2.05. COUNTY shall pay to ATTORNEY all sums due and owing for services performed through the effective date of the termination, subject to all other provisions of this Agreement.

6. GENERAL PROVISIONS

6.01. Non-assignment. ATTORNEY shall not assign or transfer this Agreement, or any part thereof, without the written consent of COUNTY, nor shall ATTORNEY assign any monies due or to become due to ATTORNEY hereunder without the previous written consent of COUNTY.

6.02. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make ATTORNEY anything but an independent contractor and in all ATTORNEY's activities and operations pursuant to this Agreement, ATTORNEY shall for no purposes be considered an employee or agent of COUNTY.

6.03. Authority to Bind COUNTY. It is understood that ATTORNEY, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom ATTORNEY deals in the course of business.

6.04. Nondisclosure of Information. ATTORNEY shall not disclose, without express written consent of COUNTY, any information relating to COUNTY business which has been submitted by COUNTY to ATTORNEY pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, ATTORNEY shall immediately return to COUNTY all papers, documents and the like belonging to COUNTY.

6.05. Notices.

(a) Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to the Monterey County Counsel or to ATTORNEY's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the office of the Monterey County Counsel in Salinas, California, or to ATTORNEY's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, to the fax number indicated below; or (4) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

(b) Notice may be provided to the parties by U.S. mail or electronic mail or facsimile as follows:

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4815-5638-0650/2

To COUNTY:

Leslie J. Girard
County Counsel-Risk Manager
Office of the County Counsel
County of Monterey
168 West Alisal Street, Third Floor
Phone Number: (831) 755-5045
Fax Number: (831) 755-5283

To ATTORNEY:

Marcus Wu, Esq.
Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, Ste. 300
San Diego, CA 92130
Phone Number: (858) 509-4030
marcus.wu@pillsburylaw.com

(b) The contact information specified in paragraph (b) may be changed by either party, by giving notice to the other in the manner provided herein.

6.06. Subcontracting. ATTORNEY shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.07. Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.08. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ATTORNEY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

6.09. Sole Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

6.10. Arbitration. If COUNTY disagrees with the amount of ATTORNEY's fees or other charges, or if COUNTY has any concerns about ATTORNEY's work under this Agreement, COUNTY agrees to bring that to ATTORNEY's attention as soon as possible. In the event any dispute between the parties arising from or relating to that work cannot be resolved informally, the parties agree to forego the right to trial by jury and to resolve any disputes between the parties, or any disputes that COUNTY has with any of ATTORNEY's lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for

complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award.

6.11. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.12. Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

6.13. Exhibits. The following exhibits are attached hereto:

Exhibit A - Scope of Services

Exhibit B - Fees and Expenses

IN WITNESS WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:

DATED: 6/9/21

COUNTY

By 

Leslie J. Girard, Esq.
County Counsel-Risk Manager
County of Monterey

DATED: _____

PILLSBURY WINTHROP SHAW PITTMAN
LLP

By 

Marcus Wu, Esq.

APPROVED AS TO FORM AND LEGALITY

LESLIE J. GIRARD
County Counsel-Risk Manager

DATED: 6/6/2021

By 
Stacy L. Saefta Esq.
Deputy County Counsel


DocuSigned by:

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EXHIBIT A

SCOPE OF SERVICES

ATTORNEY shall provide independent legal services to the COUNTY consisting of providing advice regarding federal and state laws governing COUNTY's compensation, benefits, and payroll programs. In the performance of services, ATTORNEY shall receive direction from and report to the Monterey County Auditor - Controller's Office, and specifically Rupa Shah, Auditor - Controller, and Gary Giboney, Deputy Auditor Controller. In the performance of services, ATTORNEY shall receive additional direction from and report to the County Counsel's Office and specifically Leslie J. Girard, County Counsel-Risk Manager.

EXHIBIT B

FEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees and necessary expenses for services performed under this Agreement. The fees and expenses shall be calculated and charged in accordance with the hourly rates and expense method of billing identified in this Agreement. Negotiations for changes in attorney fees and expenses shall commence at least ninety (90) days before the end of COUNTY’S fiscal year. Changes in attorney fees and expenses are not binding unless mutually agreed upon in a writing signed by the parties.

Name/Title	Hourly Rate
Marcus Wu/Partner (attorney)	\$650
Duste McDonald/Non-attorney specialist	\$150