December 7, 2021

Honorable Board of Supervisors
Marin County Civic Center
San Rafael, CA 94903

Re: Agreement with Nielsen, Merksamer, Parrinello, Gross, & Leoni, LLP for Legislative Representation and Consultant Services

Dear Supervisors:

RECOMMENDATION
Authorize President to execute Agreement for one year, beginning January 1, 2022 through December 31, 2022, for legislative representation and consultant services.

SUMMARY
Thirty percent of the County’s budget is supported by state revenues. To protect these revenues and to effectively implement our State legislative program, we have contracted with Nielsen, Merksamer, Parrinello, Gross, & Leoni, LLP.

Today, we are recommending an additional year of services from January 1, 2022 through December 31, 2022.

FISCAL IMPACT
This contract is a one-year contract for $180,000 per year, the same as for 2021. Funds are included in the County Administrator’s budget for this purpose.

Please feel free to contact us should you have any questions or concerns.

Submitted by:  
Daniel Eilerman  
Assistant County Administrator

Reviewed by:  
Matthew H. Hymel  
County Administrator
THIS CONTRACT is made and entered into this 7th day of December, 2021, by and between the COUNTY OF MARIN, hereinafter referred to as “County” and Nielsen, Merksamer, Parrinello, Gross, & Leoni, LLP, hereinafter referred to as “Contractor.”

RECITALS:
WHEREAS, County desires to retain a person or firm to provide the following service: Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of $180,000.00 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on January 1, and shall terminate on December 31, 2022. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:
The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.
Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance:
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
11. **BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.
15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Daniel Eileman
Dept./Location: 3501 Civic Center Drive, Rm 325
Telephone No.: 415-473-7364

Notices shall be given to Contractor at the following address:

Contractor: James Gross/Michelle Rubalcava/Rachel Blucher
Address: 1415 L Street
           Suite 1200
           Sacramento, CA 95814
Telephone No.: (916) 446-6752

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

EXHIBIT A. ☑ Scope of Services
EXHIBIT B. ☑ Fees and Payment
EXHIBIT C. ☐ Insurance Reduction/Waiver
EXHIBIT D. ☐ Contractor's Debarment Certification
EXHIBIT E. ☐ Subcontractor's Debarment Certification

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
By: James Gross
Name: Partner

APPROVED BY
COUNTY OF MARIN:
By: Dennis Rodoni, President, Board of Supervisors

CON APPROVED BY
Daniel Eileman, Assistant County Administrator

Revised 2015/01/05
EXHIBIT “A”

SCOPE OF SERVICES (required)

Duties

Contractor shall provide special knowledge, advice, services and skill, and shall do each of the following:

a. Provide County timely information regarding State legislation and administrative matters significantly affecting County program responsibilities, authority and resources;

b. Provide County advice regarding effective strategies for promoting County interests and priorities within the legislative and executive branches of State government;

c. Represent County in public and private meetings of State legislative and administrative officials, committees and bodies, including representation in legislative committee hearings and hearings of administrative regulatory bodies;

d. Assist County in securing enactment of County-sponsored legislative proposals and in securing the allocation of State funds to the County as a part of the annual State budget process. For County-sponsored issues, work with County staff to draft legislation, to develop and implement strategies for passage through the Legislature and for signature by the Governor, and to secure the introduction (including finding needed authors) and passage of such legislative proposals;

e. Advance the County’s interests and positions on legislative and administrative issues through direct contact with State Legislators and staff, the Governor and staff, State agencies, and Associations, including the California State Association of Counties, the Urban Counties Caucus, and others to develop the legislative support needed to advance the County’s interests;

f. Making direct contact with the Legislature, Administration and others shall include, but not limited to:
   • Writing letters, talking points and legislative analyses. For example, writing letters on all positions taken for every committee hearing, floor hearing, and, if relevant, to the Administration;
   • Testifying at legislative, regulatory and budget hearings on issues that are of interest to the County;
   • Meeting and making personal contacts with relevant persons and organizations;

g. Based on the position of the County, negotiate with others for amendments sought by the County; actively work against advancement of issues opposed by the County, and aid advancement of those issues supported by the County;

h. In order to identify issues of concern to the County and to advance the County’s interests, maintain strong working relationships with relevant associations and caucuses such as the California State Association of Counties and the Urban Counties Caucus through regular participation in those associations and caucuses.

i. Consult with County Administrator to produce for review by the Board of Supervisors a work program for the ensuing year that will describe specifically the sponsorship proposals and advocacy efforts to be undertaken by Contractor. This work program shall be referred to as County’s "Legislative Program" for the affected calendar year;

j. From time to time upon County’s request and as permitted by law, arrange for meetings involving County officials in Sacramento or other locations in California;

k. Facilitate the participation of key County officials in State-level activities significantly affecting programmatic and fiscal relationships between the State and the County;

l. Monitor and report on the State Budget and work when appropriate to secure or protect funding per the County’s interests. Continuously monitor, identify, analyze and track state legislation, budget issues, funding opportunities and administrative/regulatory changes to determine the impacts on the County;

m. Meet in Marin with County officials when necessary or when requested by the County;

n. Assist County in dealing with excess ERAF (Education Revenue Augmentation Fund) and property tax-related issues, affordable housing, climate change, cap and trade, transportation, health care, pension reform and other issues.

o. Provide an annual end of session report, summarizing the Contractor’s work on behalf of the County and significant actions by the legislature and the administration including, 1) budget actions of importance to the County, 2) major legislative activity of consequence to the County, and 3) results of County legislative requests;

p. Comply with all State or other laws regulating the activities of registered lobbyists, and prepare on the County’s behalf such reports of lobbyist employers as may be required of the County by State law or administrative requirements.
EXHIBIT “A-1”

NIELSEN, MERKAMER, PARRINELLO, GROSS & LEONI, LLP
CLIENTS FOR WHOM A WAIVER IS REQUIRED

PG&E – electrical and gas utilities issues; tax issues

WASTE MANAGEMENT – waste disposal and franchising issues

SAN DIEGO COUNTY – general governmental issues
COUNTY shall pay CONTRACTOR as follows:

(1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of $15,000.00 per month not to exceed $180,000.00 during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.

(2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.

(3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.

(4) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is December 31, 2022. The maximum amount payable to Contractor under this Contract for this period shall not exceed $180,000.00.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Walter R. Anderson Insurance
3757 State Street Suite 2B
Santa Barbara CA 93105

CONTACT NAME: Agency Car
PHONE: (805) 682-8885
FAX: (805) 563-1160
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Berkley Insurance Company

INSURER B: Nielsen Merksamer Parrinello Gross & Leoni, LLP

INSURER C: 

INSURER D: 

INSURER E: 

INSURER F: 

COVERAGES

CERTIFICATE NUMBER: CL216202100

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>INSR LTR</th>
<th>ADJOURN INSD</th>
<th>WWD</th>
<th>POLICY NUMBER</th>
<th>POLICY COMPUTE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>A</td>
<td>CLAIMS-MADE OCCUR</td>
<td></td>
<td>PLP-1576682-P5</td>
<td>05/21/2021 05/21/2022</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>GENT, AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DED RETENTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory In NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.L. EACH ACCIDENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - E.A. EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER
County of Marin
3501 Civic Center Drive
San Rafael CA 94903

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 06/28/2021

**INSURED:**

Nielsen Merksamer Parrinello Gross & Leoni LLP
1415 L Street, Suite 1200
Sacramento, CA 95814

**INFORMED:**

Business Professional Insurance Associates
1519 South B Street
San Mateo, CA 94402

**CONTACT:**

NAME: Certificates
PHONE: (650)341-4464
FAX: (650)341-4465
E-MAIL: certs@bpia.net

**INSURER(S) AFFORDING COVERAGE:**

**INSURER A:** The Hanover American Insurance Company
**INSURER B:**
**INSURER C:**
**INSURER D:**
**INSURER E:**
**INSURER F:**

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER: 00008597-1017199</th>
<th>REVISION NUMBER: 2</th>
</tr>
</thead>
</table>

**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.**

**INSURED**

Nielsen Merksamer Parrinello Gross & Leoni LLP
1415 L Street, Suite 1200
Sacramento, CA 95814

**PROOF OF COVERAGE**

**CERTIFICATE HOLDER:**

County of Marin
3501 Civic Center Drive
San Rafael, CA 94903

**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:**

© 1988-2019 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2020

PRODUCER
HUB International Insurance Services Inc.
1420 Rocky Ridge Dr., #300
Roseville CA 95661

LICENSED: 0757776

INSURER(S) AFFORDING COVERAGE
INSURER A: Citizens Insurance Company of America
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

INSCR. LTR. TYPE OF INSURANCE ADDR(SUBR) INSD WVD POLICY NUMBER POLICY EFF POLICY Exp LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 0BF D452528 03 1/1/2021 1/1/2022 EACH OCCURRENCE $1,000,000
MED EXP (Any one person) $10,000
PERSONAL & ADV INJURY $2,000,000
GENERAL AGGREGATE $2,000,000
PRODUCTS - COM/P/OP AGG $10,000

A AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS
X HIRED AUTOS ONLY
NON-OWNED AUTOS ONLY

0BF D462528 03 1/1/2021 1/1/2022
COMBINED SINGLE LIMIT (Per occurrence) $1,000,000
BODILY INJURY (Per person) $
BODILY INJURY (Per accident) $
PROPERTY DAMAGE (Per occurrence) $10,000
PROPERTY DAMAGE (Per accident) $

A UMBRELLA LIABILITY X OCCUR CLAIMS-MADE

0BF D452528 03 1/1/2021 1/1/2022
EACH OCCURRENCE $4,000,000
AGGREGATE $4,000,000

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

RE: Legal Services

Additional Insured: County of Marin
Forms: 391-1006 0816

CERTIFICATE HOLDER
COUNTY OF MARIN
3501 CIVIC CENTER DR
SAN RAFAEL CA 94903

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

<table>
<thead>
<tr>
<th>SUMMARY OF COVERAGES</th>
<th>Limits</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Additional Insured by Contract, Agreement or Permit</td>
<td>Included</td>
<td>1</td>
</tr>
<tr>
<td>2. Additional Insured – Broad Form Vendors</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>3. Alienated Premises</td>
<td>Included</td>
<td>3</td>
</tr>
<tr>
<td>4. Broad Form Property Damage – Borrowed Equipment, Customers Goods and Use of Elevators</td>
<td>Included</td>
<td>3</td>
</tr>
<tr>
<td>5. Incidental Malpractice (Employed Nurses, EMT’s and Paramedics)</td>
<td>Included</td>
<td>3</td>
</tr>
<tr>
<td>6. Personal and Advertising Injury – Broad Form</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>7. Product Recall Expense</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>Product Recall Expense Each Occurrence Limit</td>
<td>$25,000 Occurrence</td>
<td>5</td>
</tr>
<tr>
<td>Product Recall Expense Aggregate Limit</td>
<td>$50,000 Aggregate</td>
<td>5</td>
</tr>
<tr>
<td>Product Recall Deductible</td>
<td>$500</td>
<td>5</td>
</tr>
<tr>
<td>8. Unintentional Failure to Disclose Hazards</td>
<td>Included</td>
<td>6</td>
</tr>
<tr>
<td>9. Unintentional Failure to Notify</td>
<td>Included</td>
<td>6</td>
</tr>
</tbody>
</table>

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to SECTION II – LIABILITY:

1. Additional Insured by Contract, Agreement or Permit

   The following is added to SECTION II – LIABILITY, C. Who Is An Insured:

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

   (1) “Your work” for the additional insured(s) designated in the contract, agreement or permit;

   (2) Premises you own, rent, lease or occupy;

   (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

   (1) Only applies to the extent permitted by law; and

   (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

   (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

   (4) Will not be broader than coverage provided to any other insured.

   (5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:
   (a) After the equipment lease expires; or
   (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:
   (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
   (b) Managers or lessors of premises if:
      (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
      (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured – Broad Form Vendors

The following is added to SECTION II – LIABILITY, C. Who Is An Insured:

Additional Insured – Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:
   (1) Only applies to the extent permitted by law;
   (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
   (3) Will not be broader than coverage provided to any other insured; and
   (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;
(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10)To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11)Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:

1. "Customers goods" means property of your customer on your premises for the purpose of being:

   a. Worked on; or

   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse.
emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury – Broad Form
   a. SECTION II – LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to “Personal and Advertising Injury”, paragraph e. is deleted.
   b. SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph b. is replaced by the following:
      b. Malicious prosecution or abuse of process.
   c. The following is added to SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury":
      “Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:
      (1) Not done intentionally by or at the direction of:
          (a) The insured;
          (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
      (2) Not directly or indirectly related to an “employee”, not to the employment, prospective employment or termination of any person or persons by an insured.
   d. For purposes of this endorsement, the following definition is added to SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:
      1. “Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.
   e. This coverage does not apply if liability coverage for “personal and advertising injury” is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense
   a. SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:
   o. Recall of Products, Work or Impaired Property
      Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
      (1) “Your product”;
      (2) “Your work”; or
      (3) “Impaired property”; If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”.
      However, the exception to the exclusion does not apply to “product recall expenses” resulting from:
      (4) Failure of any products to accomplish their intended purpose;
      (5) Breach of warranties of fitness, quality, durability or performance;
      (6) Loss of customer approval, or any cost incurred to regain customer approval;
      (7) Redistribution or replacement of “your product” which has been recalled by like products or substitutes;
      (8) Caprice or whim of the insured;
      (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
      (10)Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or
      (11)Recall of “your products” that have no known or suspected defect solely because a known or suspected defect in another of “your products” has been found.
   b. The following is added to SECTION II – LIABILITY, C. Who Is An Insured, paragraph 3.b.:
      "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
c. The following is added to SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;
(2) "Covered Recalls initiated; or
(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to SECTION II – LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpose of this endorsement, the following definitions are added to SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards
The following is added to SECTION II – LIABILITY, E. Liability and Medical Expenses
General Conditions:

Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify
The following is added to SECTION II – LIABILITY, E. Liability and Medical Expenses
General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.