#### COUNTY OF SAN MATEO HUMAN SERVICES AGENCY INTER-AGENCY MEMORANDUM

July 30, 2001

TO:

Honorable Board of Supervisors

FROM:

Thomas F. Casey, III, County Counsel Jane of Lough

SUBJECT:

Resolution Authorizing the Execution of Agreement Between Tammy Dawson, Esq., and the Human Services Agency for the Provision of Legal

Services to Children in Foster Care

#### Recommentation

Adopt a Resolution Authorizing the Execution of an Agreement Between Tammy Dawson, Esq., and the County of San Mateo for the Provision of Legal Services Concerning Undocumented Children in Foster Care Who Are Eligible for Legal Residence

#### **Background**

Beginning in 1990, the federal government has permitted petitions for legal residence to be filed on behalf of children in foster care who are not likely to return to their parents' custody. With the creation of Special Immigrant Juvenile Status, the federal government, counties and states can both receive reimbursement for the services provided to previously undocumented children and also begin working with them to become productive members of society working towards citizenship and full participation in United States society. Prior to this Act, states and counties were not reimbursed for the cost of care for these children. In addition, children who emancipated from foster care in undocumented status could not benefit from the emancipation services offered to other children in foster care because they were not eligible for work or financial assistance for school due to their immigration status.

Soon after the creation of Special Immigrant Juvenile Status, the San Mateo County Human Services Agency entered into an agreement with an attorney in San Mateo County to assist foster children under the supervision of the San Mateo County Juvenile Court achieve legal residence through the process of obtaining Special Immigrant Juvenile Status. Dozens of children have achieved legal residence through these efforts. Two years ago, the legal services that were provided since the inception of this program became unavailable to the Human Services Agency. Since that date the Agency has been trying to locate another attorney who could provide these highly specialized services to the children who are served by the Human Services Agency and the Probation Department.

#### Discussion

Tammy Dawson, Esq. is now available to provide the specialized legal services required by undocumented children to achieve Special Immigrant Juvenile Status. Approval of this resolution would authorize the contract with her. At any time, there are approximately ten children under the supervision of Probation and Human Services who could benefit from these specialized legal services. Each such child in foster care costs the county as much as \$6000 per month, or \$72,000 per year, at 100 per cent net county cost. With Special Immigrant Juvenile Status, 70 per cent of this cost will be assumed by the state and federal governments.

In addition, children who benefit from this service will be allowed legal residence in the U.S., be eligible for a wide range of public services including college financial aid, can remain here legally, and work towards obtaining citizenship once they have emancipated from foster care.

#### Fiscal Impact

The full cost of the agreement is \$24,000. Federal, State, and County Funds are available in the Human Services Agency Children and Family Services budget for the cost of this agreement

Cc: John Maltbie, County Manager

Maureen Borland, Director, Human Services Agency

Stuart Oppenheim, Northern Regional Director, Human Services Agency

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BOARD OF SUPERVISORS, COUNTY OF SAN MA	TEO, STATE OF CALIFORNIA

RESOLUTION NO.\_

## RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TAMMY DAWSON, ESQ.

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to the Board of Supervisors for its consideration and acceptance an Agreement between County of San Mateo and Tammy Dawson. Esq., reference to which is hereby made for further particulars, and

WHEREAS, the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

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# COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR

#### Agreement No.

Contractor Name and Address	Contractor: Upon completion of work or agreed-upon periods, mail invoice with above Agreement Number to:
Tammy Dawson. Esq.	Department: Human Services Agency
2350 43rd Avenue	Attention: Nalini Nath
San Francisco, Ca 94116	Address: 400 Harbor Blvd, Bldg B
(415) 731-3927	City, State, Zip Belmont, Ca 94002

It is agreed between the County of San Mateo, California, and Contractor as follows:

- 1. Services to be performed by Contractor In consideration of the payments hereinafter set forth, Contractor shall perform services County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUN OF SAN MATEO Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or applicable to performance of the work required under this contract.
- 2. <u>Contract Term</u> The term of this Agreement shall be from <u>July 1, 2001</u> to <u>June 30, 2002</u> unless terminated earlier by the County.
- 3. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the Count makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$ 24,000

#### TWENTY FOUR THOUSAND DOLLARS.

- 4. Relationship of the Parties Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, power advantages of County employees.
- 5. Worker's Compensation Insurance The Contractor shall have in effect, during the entire life of this Agreement, Worker Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifications of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liable for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 186
- 6. Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Proposition Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Management.
- 7. <u>Hold Harmless</u> Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement.

- 8. Confidentiality All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be provided to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
- 9. <u>Non-Assignability</u> Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written country, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate Agreement.
- 10. Termination of Agreement The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Terminate shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, stormaps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to work/services required by the Agreement.
- 11. Payment of Permits/Licenses It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation this Agreement.
- 12. Non-Discrimination No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Age. on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, direct and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the County benalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment received with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts. Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint filed.

All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision of employee benefits set forth in the ordinance, such contractors are prohibited from discriminating in the provision of employee benefits between an employee ... domestic partner and an employee with a spouse.

- 13. Retention of Records Contractor shall maintain all records related to this Agreement for no less than three years after the County makes payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination audit by agents of the County, the State of California and/or Federal grantor agencies.
- 14. Merger Clause This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, pre negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications the in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or face proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section limited to Contractor's negligence during the Contractor's performance under this contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, affixed their hands.

	COUNTY OF SAN MATEO
	By: Michael D. Nevin, President Board of Supervisors, County of San Mateo
	Date:
ATTEST:	
Clerk of Said Board	
Date:	Tammy M. Dawson Contractor - Print Name
	Name, Title - Print
	Signature  Altoney at Law Signature
	Date: <u>\$\int 17\o1</u>
	Tax ID # <i>084-52-170Z</i>

## COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. Exhibit "A"

Agreement between the County of San Mateo and TAMMY DAWSON. ESQ.

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

See Attachment I

II. Amount and Method of Payment

See Attachment II

III. Assurance of Compliance with Section 504

See Attachment III

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidential shall survive termination of this Agreement.

#### ATTACHMENT I

#### Agreement between the County of San Mateo and Tammy Dawson. Esq.

### IMMIGRATION LEGAL SERVICES JULY 1, 2001 – JUNE 30, 2002

- I. Detailed description of services to be performed by Contractor (reference and attach additional pages Necessary).
- (1) The Attorney will be responsible for the following tasks in preparation of the Juvenile's case:

Attorney services will be provided to the County of San Mateo for the purposes of preparing and filing applications for permanent residence, identifying potential problems with cases, monitoring cases, providing the County with a duplicate file, preparing the Juvenile for INS interviews, representing the Juvenile at INS interviews, keeping County officials abreast of changes in Special Immigrant Juvenile law, any other services requested by the County.

(2) The County of San Mateo will be responsible for the following tasks in preparation of the Juvenile's case

The County will be responsible for providing the Attorney with copies of all relevant documents in the Juvenile's file (such as the Jurisdictional Report) necessary for completing the Juvenile's application, providing contact information for the Juvenile and the Social Worker assigned to the Juvenile's case, providing the certified Dependency or Delinquency Court Order sufficient for the INS, providing sealed medical examination reports performed by U.S. Civil Surgeons, providing the requested number of immigration-style photographs of the Juvenile taken within 30 days of filing the application, providing documents as requested by the Attorney (including translations), accompanying the juvenile to the INS for fingerprinting and to apply for Work Authorization Cards, and any other task which, after discussion between the Attorney and the County, it is determined that the County should complete. In addition, the County shall:

- a. Give as much notice as possible before canceling appointments.
- b. Provide changes of the Juvenile's address and telephone number within 5 business days of the county becoming aware of the new information.
- c. Give as much notice as possible if the County is having difficulty acquiring requested documents.
- documents.

  d. Notify the Attorney if a juvenile is arrested or convicted of a crime, or has had contact with the INS outside of the Special Immigrant Juvenile status filing.
- e. Notify the Attorney of any other change in the Juvenile's situation, which may affect the Juvenile's case.
- (3) The Attorney will maintain confidentiality of all information provided by the County of San Mateo.

Information provided by the County will be held in the strictest confidence. No information regarding a Juvenile's case beyond that required in the INS application will be available to the Immigration and Naturalization Service (INS), other departments of government, or anyone else, without the County's consent to release that information. Sub-contracting, if any, will only be allowed with the County's express written conse

#### (4) The Attorney's right to withdraw from a case.

The Attorney may withdraw from representation in any case for the following reasons:

- a. Lack of cooperation by the County or the Juvenile in preparation of a case, including missed appointments.
- b. Failure to provide requested information as discussed above.
- c. Failure to respond to calls or letters sent by the Attorney or failure to communicate in any way with the Attorney.
- d. Failure to disclose information to the Attorney or providing misleading information to the Attorney.
- e. Failure to provide INS fees necessary to file the Juvenile's case with INS in a timely manner.
- f. Any other violation of this contract.

Once the Attorney withdraws from a case, the Attorney shall return the retainer fee, minus any fees for service and expenses accrued, itemized in an invoice, to the County within fifteen (30) business days. Return of fees and unpaid shall bear interest from the due date at the rate of one percent (1%) per month.

#### (5) The County's right to terminate services.

The County has the right to terminate services and seek representation elsewhere at any time. The County also the right to not pursue any case already begun. However, the County must provide the Attorney with written notification of its intention to close any case and, if the case has already been filed with the Immigration and Naturalization Service, provide a notice of substitution of counsel to be filed with INS with the Attorney's Not Withdrawal as Representative. Upon termination, the County has a right to a copy of the Juvenile's file and the return of all original documents, if any. The County is responsible for fees accrued until written notice of termination is received by the Attorney.

#### ATTACHMENT II

II. Amount and Method of Payment (Include timing of and tasks required for progress payments, if applications)

## FEE PROPOSAL FOR IMMIGRATION LEGAL SERVICES July 1, 2001- June 30, 2002

#### (1) The County of San Mateo will be responsible for payment of Attorney's fees.

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the Contractor for the cost of work. The cost of work shall mean costs necessarily incurred by the Contractor the proper performance of the work and shall be bill in the following manner unless otherwise specifically authorized by the Director of Human Services Agency or her designee.

The County shall be responsible for payment to the Contractor for costs incurred at the rates described below (on page2)

Fee for Attorney Services (billed in 12-minute increments): \$250/hr.

Fee for Travel to San Francisco INS interviews: \$125/trip

Fee for Travel to INS interviews at other locations: \$125/hr.

Retainer fee: \$500/case

Fee for Travel to San Mateo County Offices: \$125/trip

Minimum 1 hour for Attorney Services will be charged for services provided at the County Offices or other locations at the request of the County.

Consultation fee: \$100/case (If case is accepted for full representation, this fee will be waived.)

Operating costs: As itemized on invoice

Nothing in this Contract shall obligate the Attorney to accept any case for representation.

After review of the case, the Attorney will accept or decline the case in writing within thirty (30) days. The retainer fee shall be due and payable upon acceptance by Attorney of each case. Costs incurred shall be billed against the retainer and shall appear on each invoice. Invoices will be submitted to the County on a monthly basis.

The County shall postmark payments for services no later than thirty (30) days from the date of the Attorney's invoice. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of one percent (1%) per month.

#### (2) The County of San Mateo will be responsible for payment of expenses.

Expenses may include, but are not limited to, the following: copying, mailing (all mail to INS and mailing of applications to INS or the local AILA representative will be sent by certified mail), telephone calls, parking and other actual transportation expenses (not including mileage), and fax costs. Expenses will be itemized on monthly invoices for services.

#### (3) The County of San Mateo will be responsible for payment of all immigration filing fees.

These fees may include, but are not limited to, the following:

a.	Application to Adjust Status (I-485)	\$220/\$160 under age 14
b.	Petition for Special Immigrant (I-360)	\$110
c. ·	Fingerprinting fees	\$25
d.	Fee for Filing through AILA	\$10
e.	Employment Authorization (I-765)	\$100
f.	Waiver of Excludability (I-601)	\$170

These fees are set by the Immigration & Naturalization Service and are subject to change. Checks should be made out to the Immigration & Naturalization Service, and must be issued before the application is filed. A separate check should be issued for each Juvenile, even if several cases are being submitted together, as in the case of a sibling group. The Attorney will provide detailed instructions to the County on fees due to INS in each case and how the checks should be issued.

In any event, the total payment to Contractor shall not exceed TWENTY FOUR THOUSAND DOLLARS (\$24,0° and County shall have the right to withhold payment If County determines that the quantity or quality of the we performed is unacceptable.

#### ATTACHMENT III

#### (Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s	s): (	Check	a	or	b`	)
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- a. (1) employs fewer than 15 persons.
- b. () employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print
Name of 504 Person - Type or Print
Taining M. Daweon
Name of Contractor(s)-Type or Print
2350 43rd Ave.
Street Address or P.O. Box
San Francisco, CA 94116 City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Jammy M. Lawren.
Signature and Title of 7/19/01

Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped".

### COUNTY OF SAN MATEO

### Equal Benefits Compliance Declaration Form

I Vendor Identification			
Name of Contractor:	Tommy M. Dow	san	
Contact Person:	Tammy M. Dak	GOM	
Address:	2350 431d Av	2	
	San Francisco	CA 94116	
Phone Number:		Fax Number: <u><i>(</i>4</u> 6)	)73/-3927
Il Employees			
Does the Contractor have	e any employees? _	Yes No	
Does the Contractor pro	vide benefits to spou	ses of employees?	Yes <u>Ma</u> No
*If the answ	ver-to one or both of the a	bove is no, please skip to Se	ction IV.*
employees with spo  Yes, the Contractor in lieu of equal bene  No, the Contractor of	complies by offering uses and its employe complies by offering fits. Itoes not comply, ander a collective barg	equal benefits, as define es with domestic partne a cash equivalent payme aining agreement which	rs. ent to eligible employees
IV Declaration		,	
I declare under penalty of true and correct, and that			
Executed this <u>/</u> 9 day o	f <u>Tuly</u> , 20 <u>01</u> at _	San Francisco	,CA
	J	(City)	(State)
Jammy M. Day Signature	J652	Name (Please P	JETM rint)
Attorney at Law	,	084-52-1702	• .
Attorney at Law Title		084-52-1702 Contractor Tax Identifica	ation Number



## REPORT OF INDEPENDENT CONTRACTOR(S)

See detailed instructions on reverse side. Please type or print,



05420700



SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY): DATE FEDERAL ID NO. CA EMPLOYER ACCOUNT NO. SOCIAL SECURITY NO. NO. OF i-8 0 9 9 4 6 SERVICE-RECIPIENT NAME / BUSINESS NAME CONTACT PERSON clo S U N 0 F ADDRESS TELEPHONE NO 0 CITY STATE 7IP WO OD С  $R \mid E$ Τ 9 0 6 SERVICE-PROVIDER (INDEPENDENT CONTRACTOR): MABO MMDDY MMDDY Υ LAST NAME FIRST NAME CHECK HERE IF SNICENO SI TSARTNOS MMIDID MMD DY



### THE STATE BAR OF CALIFORNIA

This certifies that the person whose name appears on this card has paid the annual fee required by statute.

Only active members are entitled to practice law.

Ideffine
Executive Director / Secretary

TAMMY M DAWSON

Status:

ACTIVE 184572

Bar No:

### County of San Mateo Departmental Correspondence

DATE:

TO:

Priscilla Morse, Risk Manager

Ext.- 4610, Fax -4864, Pony #EPS163

FROM:

Nalini Wath, Children and Family Services Ext. 1550; Fax: 6401; Pony: HSA202CW

SUBJECT:

Contract Insurance Approval

CONTRACTOR:

Tammy Dawson, Esq.

Does Contractor Travel and What Percent? Yes,75%

DUTIES: Provide Special Immigrant Juvenile Court Cases.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive LiabilityAdditional Insured				
Automobile Liability	<u>\$1m</u>			~
Professional Liability	Elm	1		, <del></del> -
Workers' Compensation No of Employees	<b>EXERTION</b>		<u></u>	<u></u>

Remarks/Comments:

Thanks.

P.02/05

415 363 4864

P. 82/E

410 /01 392/;

JUL-25-01 11:23AM;

PAGE 2

JUL-24-2001 17:02

AON DIRECT INS. ADMIN.

818 766 1467

P.02/02

	Date: 7/24/01		
Aon Direct Inturance Administrators 700 North Brand Boulevard, Suite 840 Glendale, CA 91203 (800) 634-9177	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.		
	Companies affording coverace		
Instinced Tummy M. Dawson	OMPANY  A TIG INTURANCE COMPANY – 100%  COMPANY		
Attorney at Law 2350 43 <sup>rd</sup> Avenue San Francisco, CA 94116-2037	COMPANY		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IBSUED 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 APPORDED 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LMITS	
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	COMMERCIAL				PRODUCTS-COMP/OP AGO	3
	GENERAL LIABILITY				PERSONAL & ADV INJURY	\$
	CLATMS MADE				EACH OCCURRENCE	5
	OCCUR			•	FIRE DAMADE (any one fire)	5
	OWNERS & CONTR			, ,	MED EXT (any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINULE LIMIT	5
	_ANY AUTO _ALL OWNED AUTOS	·	<u> </u>	•	BODILY INJURY (per person)	3
	_SCHEDULED AUTOS				BODILY INTURY(per accident)	3
	_HIRED AUTOS _NON-OWNED AUTOS				PROTERTY DAMAGE	\$
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	OTHER	AP 37989706	7/26/2001	7/26/2002		·
	Lawyers		1			
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SEFECTAL ITEMS
CLAIMS MADE POLICY. \$1,000 FER CLAIM DEDUCTIBLE. LIMITS OF LIABILITY: \$1,000,000 PER CLAIM \$1,000,000 ANNUAL AGGREGATE. THE
POLICY COVERS LEGAL WORK PERFORMED ON OR AFTER 7/26/2001 AND PRIOR TO THE TERMINATION OF THE POLICY. SUBJECT TO THE
TERMS AND CONDITIONS OF THE POLICY.

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE IBSUING COMPANY WILL ENDEAVOR TO MAIL 40 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL DAYOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

APTHORIZED REPRESENTATIVE JUCKLY

\_\_\_\_

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X COMMERCIAL GENERAL LIABILITY			PRODUCTS - COMPTOP AG	1.10
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AL PENSON, ACCORDING At Law

#### CONDITIONS

This Company binds the kindle) of insurance stipulated on the reverce side. The insurance is subject to the terms, conditions and limitations of the policylles) in current use by the Company.

This binder may be cancelled by the Insured by surrander of this binder or by written notice to the Company atteting when cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is concelled when replaced by a policy, if this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

#### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the tide of the form is changed from "Insurance Binder" to "Cover Note".

#### Applicable in Dalaware

The mortgages of Obligue of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be cancelled within the term of the binder unless the lender and the insured borrower receive written notice of the concellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loss, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 28 Paragraph 2119

#### Applicable in Neveda

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.