RESOLUTION - ACTION REQUESTED 2018-388

MEETING: August 7, 2018

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Agreement for General Legal Services

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement for General Legal Services with Abbott & Kindermann, Inc. for On-Call Legal Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Planning staff and County Counsel sometimes require specialized legal advice on short notice to address urgent land use or environmental (CEQA) issues. Abbott & Kindermann are recognized experts in their field and they are familiar with Mariposa County. Under this agreement, Bill Abbott will be available as needed to assist Planning and County Counsel with complex legal research and consultation.

The total compensation for these legal services is not to exceed $28,600. This amount has been included in the requested Planning Department’s Budget for Fiscal Year 2018-2019.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Abbott & Kindermann have provided timely, on-call professional services to Mariposa County in a variety of legal circumstances. Bill Abbott participated in the successful adoption of the Mariposa County General Plan and Environmental Impact Report during 2006. He also assisted in such projects as the Silver Tip Resort, the Seventh Day Adventist Camp in Wawona, and the Catheys Valley Community Plan Supplemental EIR. He has provided specialized legal advice on such subjects as mining, agritourism and project appeals. Abbott & Kindermann have a Professional Services Agreement with the County for general legal advice and that agreement expired on June 30, 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
An alternative legal firm could be solicited for expert land use and environmental advice; however there would be a time lapse to get another firm up to speed with situations in Mariposa County, with which Abbott & Kindermann have extensive familiarity.
FINANCIAL IMPACT:
Funding for the Agreement has been included in the 2018-2019 Planning Department Budget for Professional Services

ATTACHMENTS:
180730 A & K Contract r(PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones
AGREEMENT FOR GENERAL LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Abbott & Kindermann, Inc., ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Legal Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $28,600. The Contractor's hourly rates are listed in Exhibit B, "Cost of Services". The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

1  
Last revised: 7/2/18
(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Note: Not required if Contractor provides written verification it has no employees.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amending endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any
penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
ABBOTT & KINDERMANN, INC.
2100 21st Street
Sacramento, CA 95818
(916) 456-9595 Telephone

**COUNTY:**
PLANNING DEPARTMENT
Sarah Williams, Director
County of Mariposa
PO Box 2039 Mariposa, CA 95336
Phone: (209) 966-5151

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon
request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

   A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

   B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

   C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.
17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

William W. Abbott, Vice President
Abbott & Kindermann, Inc.

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
Exhibit A

SCOPE OF WORK

On call legal consultation to the County of Mariposa through the Planning Department and County Counsel pertaining to land use, CEQA and general governmental matters.
Exhibit B
COST OF SERVICES

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE

William W. Abbott $ 375.00 per hour
Diane G. Kindermann $ 375.00 per hour
SENIOR COUNSEL $ 350.00 per hour
ASSOCIATE IV $ 285.00 per hour
ASSOCIATE III $ 225.00 per hour
ASSOCIATE II $ 200.00 per hour
ASSOCIATE I $ 160.00 per hour
PLANNER II $ 150.00 per hour
PLANNER I $ 110.00 per hour
PARALEGAL II $ 150.00 per hour
PARALEGAL I $ 100.00 per hour
LAW CLERK II $ 110.00 per hour
LAW CLERK I $ 60.00 per hour
STAFF RESEARCHER $ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - $50.00 per hour
OFFICE CLERK - $15.00 per hour
MILEAGE - Current IRS rate

* Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.

** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.

*** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.

UPDATED 01/05/17 HB
Renewal auto policy declarations

Your policy effective date is March 14, 2018

Information as of January 22, 2018

Summary

Named Insured(s)
William W Abbott & Tina A Thomas
Billing address
22 Coleman Way
Sacramento CA 95818-4431
Policy number
067 382 087
Your policy provided by
Allstate Northbrook Indemnity Company
Policy period
Beginning March 14, 2018 through September 14, 2018 at 12:01 a.m.
standard time
Your Allstate agency is
Chandler Agency
2481 Sunrise Blvd
Gold River CA 95670-4385
(916) 852-2060
chandler@allstate.com

All or any of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

Total Amount Due for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered
Identification Number (VIN)
2011 Mercedes-B E350
2015 Toy. Truck Highlander
California Fraud Assessment Fee
Total*

*Your bill will be mailed separately. Before paying, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

See the Important payment and coverage information section for details about installment fees.

Discounts (indicates a节约 on total premium)

Anti-theft
Multiple Policy
Good Driver (20%)
Distinguished Driver

Total discounts

Discounts per vehicle

2011 Mercedes-B E350
Anti-theft
Good Driver (20%)
Multiple Policy
Distinguished Driver

2015 Toy. Truck Highlander
Good Driver (20%)
Distinguished Driver
Multiple Policy

1.51

Listed drivers on your policy

William Abbott
Tina Thomas

Excluded drivers from your policy

None
CERTIFICATE OF LIABILITY INSURANCE

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 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
Total HR Insurance Services
1730 I ST STE 240
SACRAMENTO CA 95811-3017

CONTACT
NAME:
PHONE: (916) 266-4370
FAX:
ADDRESS:
INSURER(S) AFFORDING COVERAGE

INSURED
ABBOTT & KINDERMANN, LLP
JEANINNE BUDOWICH
2100 21ST STREET
SACRAMENTO CA 95818

INSURER A: Berkshire Hathaway
NAIC #: 20044

COVERAGES

CREDENTIALS

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.

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<td>ANY PROPRIETOR/OWNER EXECUTIVE OFFICER/KEY PERSON EXCLUDED?</td>
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Y/N: N/A

DESCRIPTION OF OPERATIONS:

All California Operations

CERTIFICATE HOLDER

County of Mariposa
PO Box 2039
Mariposa, CA 95338

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

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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 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
River Valley Insurance Assocs.
P.O. Box 340127
Sacramento, CA 95834
Tavia Miller

CONTACT
NAME: 916-568-1121
PHONE 916-568-1813
FAX
ADDRESS:

INSURED
Abbott and Kindermann, Inc.
2100 21st Street
Sacramento, CA 95818

INSURER(S) AFFORDING COVERAGE
Sentinel Insurance Co. Ltd.

NAIC # 11000

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

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.

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<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR. W/ID</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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COMBINED SINGLE LIMIT (EA accident) $|

BODILY INJURY (Per person) $|

BODILY INJURY (Per accident) $|

PROPERTY DAMAGE (Par person) $|

DED RETENTION $|

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY |

Y/N |

OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) N/A |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) |

Attorney office |

CERTIFICATE HOLDER |

MARIP-1 |

SIGNED FOR AND AUTHORIZED ON BEHALF OF THE INSURED/PRODUCER.

AUTHORIZED REPRESENTATIVE |

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATEHOLDER. 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 CERTIFICATEHOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 endorsements.

PRODUCER

Lawyers Pacific Insurance Brokerage, Inc
18543 Devonshire Street, # 454
Northridge, CA 91324

CONTACT
NAME: Al Hernandez
PHONE: (818) 576-9205
FAX: (818) 576-9206
E-MAIL: Al@LawyersPacific.com
ADDRESS: Arch Insurance Company

INSURER(S) AFFORDING COVERAGE
ARCH Insurance Company

NAIC #
11150

INSURED

Abbott & Kinderman, Inc.
2100 Twenty First Street
Sacramento, CA 95818

COVERAGES

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>ADD. SUBROGATION</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF IMM/DD/YYYY</th>
<th>POLICY EXP IMM/DD/YYYY</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERICAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>MED EXP (any one person)</td>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$</td>
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<td></td>
<td></td>
<td>PRODUCTS - COMPOUND AGG</td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
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<tr>
<td>A</td>
<td>ANY AUTO</td>
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<td></td>
<td>BODILY INJURY (Per person)</td>
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<tr>
<td>A</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td>BODILY INJURY (Per accident)</td>
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<tr>
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<td>HIRED AUTOS</td>
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<td>PROPERTY DAMAGE</td>
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<td>UMBRELLA LIAB</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>EXCESS LIAB</td>
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<td>AGGREGATE</td>
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<td>DEED</td>
<td>RETENTION $</td>
<td></td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td></td>
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</tr>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>(Mandatory in NH)</td>
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<tr>
<td>DESCRIPTION OF OPERATIONS below</td>
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</tr>
</tbody>
</table>

A Lawyers Professional Liability
11LPL10454403
03/15/18  03/15/19
$1,000,000 Per Claim
$3,000,000 Aggregate
$25,000 Deductible

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

Law Firm.

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 2039
Mariposa, CA 95338

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

[Signature]

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