MASTER CONTRACT FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

This contract, which is effective upon execution by the Santa Barbara County Board of Supervisors, is between *North County Defense Team* referred to as "Contractor" and the Superior Court of the State of California for the County of Santa Barbara (for the Santa Maria Divisions "Cook" and "Miller", including North County juvenile court; and the Lompoc and Solvang Divisions of the Court) and the County of Santa Barbara, hereinafter referred to as "County." This contract supersedes any and all earlier contracts between these parties for the specified services.

WHEREAS, the Superior Court is required by law, pursuant to Penal Code Section 987.2(a), to appoint alternative counsel in cases in which the Court finds that, because of a legal conflict of interest or other failure to act, the Public Defender has properly refused to represent the person accused; and

WHEREAS, for reference purposes only, that the number and types of these cases for calendar year 2009 was approximately:

	<u>Case Category</u> <u>Approximate Number of Case</u>
0	*Death Penalty case (punishable by death)
0	Other Felony
0	Misdemeanor
0	Misdemeanor Appeals
0	Probation Violation Hearings
	(Felony or Misdemeanor including any cases where original appointed counsel was non-Contractor)
0	Witness in Jeopardy 5
9	Other cases in which indigency representation is required by law but excluding cases under Soldiers & Sailors Relief Act
	(Includes post-trial writ proceedings in the trial court)

- All "Theraputic Justice" cases including, but not limited to Juvenile Drug Court, Proposition 36, Substance Abuse Treatment Court (SATC), and Mental Health Treatment Court (MHTC).
- * Contractor shall be required to handle up to four (4) death penalty cases during the two-year contract period, before section III.4 of this contract is applicable.

WHEREAS, pursuant to Penal Code Section 987.2(b), the sum provided for in Penal Code Section 987.2(a) may be determined by contract between the County and responsible attorneys; and

WHEREAS, Contractor is an association of attorneys who are qualified by reason of education, professional accreditation, experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this contract on behalf of the County; and

WHEREAS, the County has determined that the program contemplated herein to be performed by Contractor is within its legal authority to grant and will provide competent legal representation to indigent citizens financially unable to employ counsel; and

WHEREAS, it is in the public interest that the County contract with Contractor to render the usual and customary legal services where required by law to be provided to individuals, and in such circumstances where the Public Defender declares a legal conflict of interest or fails to act; NOW, THEREFORE, the parties hereto agree:

I. DUTIES

- 1. Contractor shall provide legal representation for accused indigents in the Santa Barbara Superior Court (Santa Maria Divisions "Cook" and "Miller", including juvenile court) and the Lompoc and Solvang Divisions, when appointed as required by law, after a determination by the Court that the Public Defender is unable to represent the accused indigent due to a legal conflict of interest or other proper failure to act.
- 2. Contractor's legal representation shall be of sufficient quality to meet all constitutional, statutory and case law requirements.

- 3. Contractor shall complete all legal representation and support services for indigent persons if properly appointed to represent them, consistent with Section 27706(a) of the Government Code, but excluding post-trial appeals to the Appellate and Supreme courts. Such services shall include but not be limited to:
 - all necessary court appearances.
 - legal research.
 - investigative services (with access to Penal Code 987.9 funds if necessary).
 - services of an interpreter which are required outside of court.
 - defense requested medical, psychiatric, laboratory, and other diagnostic services and fees for testimony of percipient and expert witnesses not statutorily mandated.
 - preparation and necessary appearances in pretrial or during trial writ proceedings.
 - preparation of briefs and other necessary legal documents.
 - defense-required court reporter transcripts not statutorily mandated.
 - assistance to indigents in filing notice of appeal and other legal documents pursuant to Section 1240.1 of the Penal Code.
 - provision a second defense counsel pursuant to the California Supreme Court's ruling
 in <u>Keenan vs. Superior Court</u> (1982) 31 Cal.3d 424.
- 4. Contractor shall render all professional legal services reasonably required from the time of appointment to and including final adjudication or disposition in the Superior Court and, as necessary, filing notice of appeal, if any, and other legal documents pursuant to Penal Code Section 1240.1.
- 5. Contractor shall maintain all appropriate attorney case records and shall assure prompt inspection or transmission of copies of same upon order of the Court to any successor Contractor, to the State Public Defender or private counsel on appeal, or to the person represented.
- 6. Contractor will be required to assist represented indigents in any reimbursement hearings and in preparation and filing of any necessary financial documents to enable the Court to

- determine reimbursement to the County for services under Penal Code Sections 987.4 and 987.8, (to be heard at the time of the probation and sentencing hearing or immediately following verdict or judgment of acquittal).
- 7. Contractor may be required to screen clients for indigence using approved Court forms which may be inspected by the Court solely for the purpose of determining indigency and the propriety of the appointment of counsel. The Court reserves the right to make the final determination of eligibility for appointment of counsel and of the defendant's financial ability to pay for the costs, or any portion of the costs, of the provision of legal services by such court appointed counsel.
- 8. Contractor shall also provide, in addition to those services specified in Section I, Paragraph 3 herein, all other personnel ancillary to the furnishing of legal services, and office space, all materials, equipment, facilities, document and tape copying, and supplies necessary for the support of personnel in the performance of the legal services under this contract.
- 9. Contractor shall not be required to assume the cost of Court-appointed interpreters for Court proceedings or for other service costs incurred strictly on the Court's own motion and without request of the represented indigent or Contractor.
- 10. Contractor shall not be permitted to decline Court appointment in any case, except for legal conflict of interest, other legal grounds, or lack of indigence; and Contractor shall be required to represent more than one conflict defendant, not to exceed five (5) such defendants, in any multiple defendant case. If Contractor has a legal conflict of interest in representing any of the above number of defendants in a given case and cannot provide separate counsel to avoid such conflict, Contractor's monthly payment may be reduced accordingly if Court has to appoint outside counsel.

II. STAFFING

- Contractor shall maintain sufficient staff to fulfill the terms of this Contract; to provide daily representation as necessary; and to avoid unnecessary delays and continuances.
- 2. Contractor shall notify the ranking Judicial Officer in the North county (either Assistant Presiding or Presiding Judge) and the Court Executive Officer in writing of any proposed changes in professional staffing, and the Court's approval of such professional staffing and changes shall be obtained by Contractor prior to any work being performed by such staff.
- 3. Contractor shall provide the following information to the Courts concerning the proposed staffing under this Contract as it now exists and as it may change during the duration of the Contract:
 - a. Name(s) of the lead attorney(s) who will assume responsibility for execution of the Contract and the obligations of the Contract.
 - b. Name; experience; and qualifications, including area(s) of specialization, of each attorney (who must be in good standing with the California State Bar), to be assigned and employed under the Contract.
- 4. The Superior Court shall be the sole determiner of whether a particular attorney or legal staff member of Contractor shall be permitted to represent an indigent accused in a particular case.

III. FISCAL MANAGEMENT

1. The County shall pay Contractor the following sum for the Contractor's services under this Contract for each of the following contract years (July 1 through June 30 fiscal years):

2012-13

\$860,976

2013-14

\$860,976

Such payment shall be independent of Contractor's duty to represent those indigents that the Contractor is properly appointed to represent. Payments shall be made according to the following procedures: On or about the fifteenth day of each month following the month of service, the Contractor shall submit three (3) copies of a County General Claim Form (AC-

- 126) to the Superior Court Executive Officer requesting one-twelfth of the Contract amount. The Contractor shall include the Board Contract number on each claim for payment and said claim form shall be completed in form and detail satisfactory to the County Auditor-Controller. Within thirty (30) days after receipt of each monthly claim form, a County warrant shall be drawn in favor of the Contractor for the total amount of said monthly claim and forwarded to Contractor. The County reserves the right to withold all or part of payment for the final month of the Contract, until all cases assigned to the Contractor have been adjudicated or otherwise disposed of in the Superior Court. Once properly appointed, Contractor shall represent those indigents to final adjudication of the case in the Superior Court.
- 2. Notwithstanding anything to the contrary herein, the County shall not be liable to pay Contractor any amount whatsoever, unless and until the Board of Supervisors budgets and appropriates funds therefor. Likewise, the Contractor shall not be required to perform any services whatsoever under this Contract, unless and until the Board of Supervisors budgets and appropriates funds therefore. County reserves the right to seek competitve bids for the provision of such conflict defense services in any fiscal year.
- 3. To the extent that Contractor's constitutional and necessary level of legal representation and financial experience under the Contract may tend to justify additional payment, such necessary services, in all but the most extreme circumstances, will be considered by the Contractor to be its pro bono publico contribution to the administration of justice, consistent with the obligations of an officer of the Court. However, if in the Contractor's estimation an extreme circumstance arises, due to justifiable extraordinary expenses or significant unforeseen increases in caseload or legal responsibilities, Contractor may request additional compensation from the Presiding Judge of the Superior Court. Extreme circumstances shall generally be limited to prolonged capital felony cases, extraordinary change of venue cases involving extreme expense, a mass arrest situation, multiple defendant cases where extraordinary investigation or other extraordinary costs are required such as for gang-related

cases, or an unforeseen increase in the number of trials because of laws such as AB 978 "Three Strikes" cases. Any such request by Contractor must include a complete justification of actual or anticipated extra expenses and a complete itemization of requested extraordinary payment. A financial statement of Contractor's experience to date under this contract shall also accompany the request. If the Presiding Judge of the Superior Court agrees that such payment is warranted and reasonable, the Presiding Judge of the Superior Court shall make such recommendation to the Board of Supervisors, which will be responsible for any supplemental appropriation. During any interim period of time, Contractor shall continue to provide services under the Contract unless Contractor terminates the contract as provided in Section VIII, paragraph 4 herein.

- 4. If the number of death penalty cases (four) in Section I of this contract is exceeded, Contractor shall not be required to accept appointment in such cases without additional compensation in accordance with established court policies. For purposes of this section, a death penalty case is defined as one in which the Court and the Contractor are notified by the District Attorney (or Attorney General), within a reasonable period of time following the filing of the Information, that the prosecution is seeking the punishment of death, as opposed to life without the possibility of parole. Should a dispute arise as to what constitutes a death penalty case, the parties agree to refer the dispute to the Superior Court to be determined pursuant to the procedures outlined in paragraph 3 above.
- 5. The Contractor shall not bear the additional cost of post-trial appeals to the Court of Appeal or to the Supreme Court except as necessary. Contractor shall be responsible for the cost of assisting indigents in filing notices of appeal and other legal documents pursuant to Section 1240.1 of the Penal Code.
- 6. Contractor shall maintain an adequate current accounting system in accordance with generally accepted accounting principles and standards. Contractor's accounting system shall separately reflect all expenditures and revenues under this Contract, and all expenditures shall be fully supported by vouchers, invoices, and other documentation. Such records shall

- be available to the County for inspection on request for five (5) years after the expiration or termination of the Contract.
- 7. Contractor shall maintain proper records to enable the County to verify the separate types of costs of representing each category of indigent persons in Court proceedings, and shall make such records and/or copies thereof available to the County for inspection and/or use in any proceedings to recover such costs from the State, such as Senate Bill 90 costs, Penal Code §987.9 costs, or from whomever may otherwise be obligated to reimburse the County.
- 8. In any non-capital homicide case in which it is necessary for Contractor to incur costs for expert and investigation fees in excess of \$10,000, Contractor may petition the Court for additional compensation to cover such extraordinary costs above \$10,000. However, Contractor shall be required to cover the first \$10,000 of said expenses in any such case. The Court, in its discretion, may grant or deny such petition, in whole or in part, at an in-camera hearing based upon a declaration and motion by Contractor of the materiality and necessity of such expense(s).

IV. MONITORING/EVALUATION

- 1. For each fiscal year in which services are performed by the Contractor, commencing with the claim form to be submitted on or about August 15, 2012, Contractor shall attach to the claim form, in triplicate, documentation in understandable format, the following data for each case appointed during the previous month. Such documentation for June of each fiscal year must be submitted-in triplicate to the Superior Court Executive Officer by July 15th of each succeeding fiscal year, before the final monthly payment can be made to Contractor. Thereafter, for the balance of cases assigned but not completed during each fiscal year of the contract, Contractor shall submit such documentation in triplicate to the Superior Court Executive Officer for each calendar month by the fifteenth of each following month:
 - a. The name of the defendant represented.
 - b. The names of all attorneys and legal staff providing services in the case.
 - c Case number(s).

- d. Name of the Court in which charges were filed against the defendant.
- e. Code section(s) under which the defendant is charged.
- f. The name of each case which proceeds to trial or contested hearing, the name of the assigned attorney, the judge and department number in which the disposition occurs, and the nature of any disposition of the case.
- g. The names of each case in which Contractor used an out-of-court interpreter or bilingual staff member or bi-lingual attorney to communicate with the defendant or parties involved in the case.
- h. The names of each case in which investigative services or expert witness services were utilized by Contractor.
- i. The amount of funds expended for the utilization of interpreters, investigators, or expert witnesses specified in subdivisions g and h above.
- j. Any such other information, not violative of the attorney-client privilege, which may be required.
- 2. On the fifteenth day of each month, beginning on or about August 15, 2012, both during the term of and after expiration or termination of this contract, Contractor shall submit a report, in a format approved by the County, to the Superior Court Executive Officer, reflecting the status of all outstanding cases for which Contractor has been appointed under this Contract. Reports for cases assigned during each given fiscal year shall be made and kept separately. The report shall be provided in hard copy format, and on a CD computer disk or other appropriate digital medium via e-mail, written in Microsoft's Excel spreadsheet program.
- 3. Contractor shall meet with the ranking judge (Presiding or Assistant Presiding Judge) of the Superior Court in the North county region on a regular basis to discuss the performance of contractor and any issues that arise that may impact upon the administration of conflict defense cases.

V. INDEPENDENT CONTRACTOR

- The parties agree that this contract does not create the relationship of attorney and client nor employee and employer between Contractor and the County. Contractor is an independent Contractor at all times.
- 2. Contractor is, and shall at all times be, deemed independent and shall be wholly responsible for the manner in which it performs the service required by the terms of this contract. Contractor exclusively assumes the responsibility for the acts of its subcontractors, associates and employees relative to the services provided during the term and scope of their employment.
- 3. Contractor represents that appointments, fees and profits will be distributed by the responsible lead attorney(s), and all services will be provided in such a manner as to avoid any legal conflicts of interest between clients represented by the Contractor.
- 4. Contractor shall not delegate or assign any, rights or obligations hereunder, either in whole or in part, without prior written consent of a majority of the judges in the court of jurisdiction.

VI. INDEMNIFICATION

Contractor shall agree to indemnify, defend, and save harmless the County and to procure
and maintain insurance in accordance with the provisions of Exhibit "A" attached hereto and
incorporated herein by reference.

VII. GENERAL

- 1. Contractor shall not be prohibited from engaging in the private practice of law, including the defense of those charged with crimes in any and all proceedings, provided that no private case shall be accepted which may cause a conflict of interest to arise wherein Contractor would be unable to represent an indigent person whom the Public Defender cannot represent in the Courts.
- 2. Should Contractor feel a defendant referred to it does not qualify for services under this contract, Contractor shall immediately advise the Superior Court having jurisdiction of the

- matter and calendar the matter for the Court's determination. Contractor shall use any forms approved by the Court for determination of eligibility of services.
- Contractor shall in no event accept anything of value from the indigent in consideration for services rendered under this contract.

VIII. TERM AND CONDITIONS

- 1. This contract shall become effective for all cases assigned on or after July 1, 2012, and shall continue for all cases up to and including June 30, 2014. This contract may be extended at the same or different contract price upon the consent of all Contract parties.
- 2. This Contract may be canceled at any time following a recommendation by a majority of the Judges of the Superior Court, and the approval of the Board of Supervisors. Following Board approval to cancel, the County will provide the Contractor with sixty (60) days written notice of said cancellation.
- 3. Notwithstanding Section VIII, paragraph 2 above, failure of the Contractor to comply with the terms of this contract and any reasonable directions by, or on behalf of the County, pursuant thereto, shall constitute a material breach of the contract by Contractor, and, in addition to any other remedy authorized by law, the County shall have the right to terminate the contract immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. This contract may be terminated, at the option of the County, upon the occurrence of any of the following:
 - a. Violation of any material provisions of the contract;
 - b. Institution of proceedings by, or against, Contractor pursuant to the bankruptcy laws of the United States;
 - c. Discovery by the County that this contract was obtained through fraud, by commission or omission;
 - d Suspension of business operations, failure or receivership of Contractor
 - e. Assignment of the contract without prior written approval;

- f. The institution of disciplinary proceedings against Contractor's attorneys or any of them by the California State Bar;
- g. The commencement of criminal prosecution of Contractor's attorneys or any of them;
 or
- h. Cancellation or other discontinuance of malpractice insurance liability coverage.
- 4. This contract may be terminated by Contractor upon the service of sixty (60) days written notice to the County.
- 5. Upon expiration or termination (by cancellation or otherwise), unless specifically relieved by the Courts, Contractor shall be required to complete representation of all clients in all cases where previously appointed by the Court.

//

//

CONTRACT FOR LEGAL REPRESENTATION OF ELIGIBLE INDIGENTS

July 1, 2012 through June 30, 2014

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective as of the date

executed by County.	
	SANTA BARBARA COUNTY BOARD OF SUPERVISORS By Chair
ATTEST:	Date: 7-10-12- SANTA BARBARA SUPERIOR COURT
CHANDRA WALLAR CLERK OF THE BOARD	
By: Ruas Barker	
Deputy By:	BRIAN HILL
Approved as to form:	Superior Court Presiding Judge
DÉŃNIS MARSHALL, COUNTY COUNSEL	NORTH COUNTY DEFENSE TEAM
By: Lat Long Deputy County Counsel	By: MICHAEL J. SCOTT Lead Attorney
APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, C.P.A.	
By: Deputy Audi Gregory Eric	tor-Controller Levin nd Specialty Accounting
RAY AROMATORIO, Risk Program Administrato	r

July 1, 2012 through June 30, 2014

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective as of the date executed by County.

SANTA BARBARA COUNTY BOARD OF SUPERVISORS

	•
	By Chair
· · · · · · · · · · · · · · · · · · ·	Date:
ATTEST: CHANDRA WALLAR CLERK OF THE BOARD	SANTA BARBARA SUPERIOR COURT
Ву:	B E/tile
Deputy By:	BRIAN HILL Superior Court Presiding Judge
DENNIS MARSHALL, COUNTY COUNSEL	NORTH COUNTY DEFENSE TEAM
By: Deputy County Counsel	By: MICHAEL J. SCOTT Lead Attorney
APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, C.P.A.	
Ву:	
APPROVED AS TO FORM: RAY AROMATORIO, Risk Program Administrat	tor
By:	

EXHIBIT A

2012 JUN 29 M IO: 22 STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

COUNTY OF SANTA BAREARS CLERK OF THE SOM**NDEMNIFICATION**

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

MICHAEL J SCOTT ATTY

PAGE 03/09

MICHSCO1

CERTIFICATE OF LIABILITY INSURANCE ACORD.

DATE (MMIDDIYYYY)

06/24/2014 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(les) 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). PHONE (A/C, Np., Ext): 703 739-9300 E-MAIL ADDRESS: FAX (A/C, No): 7037390761 The CIMA Companies, Inc. (CIM) 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 PRODUCES CUSTOMER ID #: 703 739-9300 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Lloyd's London INSURED Michael J Scott and Associates INSURER B : 201 South Miller, Suite 106 INSURER C: Santa Maria, CA 93454 INSURER D: INSURER E INSURER F REVISION NUMBER: COVERAGES CERTIFICATE 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. AGOL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED GENERAL LIABILITY PREMISES (En occumenco) COMMERCIAL GENERAL LIABILITY Ś MED EXP (Any one person) CLAIMS-MADE OCCUR FERSONAL & ADV INJURY S S GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY LOC COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per eccident) PROPERTY DAMAGE SCHEDULED AUTOS (Per accident) HIRED AUTOS NON-OWNED AUTOS EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE FXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$ WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
if yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT S 08/16/2013 08/16/2014 \$1,000,000/\$1,000,000 LP14021 Legal Profes DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CANCELLATION CERTIFICATE HOLDER 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

@1988-2009 ACORD CORPORATION. All rights reserved.

Laure S. Celenar

MICHAEL J SCOTT ATTY

PAVIBIX

PAGE 04/09

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2014

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(les) 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). CONTACT NAME: PHONE (AJC, No, Ext): 703 739-9300 E-MAIL The CIMA Companies, Inc. (CIM) FAX (NO): 7037390761 2750 Killarney Dr, Suite 202 ADDRESS: PRODUCER CUSTOMER ID #: Woodbridge, VA 22192-4124 703 739-9300 INSURER(S) AFFORDING COVERAGE NAIC (2 INSURER A : Lloyd's London INSURED David M. Bixby, Esquire INSURER B : 937 E Main Street Suite 206 INSURER C : Santa Maria, CA 93454 INSURER D : INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 5 COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per parson) ALL OWNED AUTOS BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ NON-OWNED AUTOS S EACH OCCURRENCE UMBRELLA LIAB OCCUR **AGGREGATE** EXCESS LIAB ÇLAIMS-MADE DEDUCTIBLE RETENTION \$ WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH)
If yos, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 08/16/2013 08/16/2014 \$1,000,000/\$1,000,000 LP14016 Legal Profes DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate is for proof of insurance. CANCELLATION CERTIFICATE HOLDER 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

@1988-2009 ACORD CORPORATION. All rights reserved.

Laure S. Calanan

Client#: 59071

DARABAL

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2014

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(les) 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). CONTACT NAME: PHONE (AIC, No, EXI): 703 739-9300 E-MAIL ADDRESS: The CIMA Companies, Inc. (CIM) FAX (No): 7037390761 2750 Killarney Dr, Suite 202 PRODUCER CUSTOMER ID #: Woodbridge, VA 22192-4124 703 739-9300 NAIC# INSURER(S) AFFORDING COVERAGE INSURER A : Lloyd's London INSURED Daralyn Balden INSURER B : 201 S. Miller St., Sulte 106 INSURER C: Santa Maria, CA 93454-0686 INSURER D: INSURER E INSURER F : **REVISION NUMBER:** COVERAGES CERTIFICATE 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 BEDITCED BY PAID OF AIMS

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN WAY HAVE BEEN REDUCED BY FAIL OF MIND.							
INSR LTR	TYPE OF INSURANCE	NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5
MIL.	GENERAL LIABILITY						EACH OCCURRENCE	5
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR					1	MED EXP (Any one person)	5
					16		PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	3
	GEN'L AGGREGATE LIMIT APPLIES PER:				1		PRODUCTS - COMP/OP AGG	\$
	POLICY PRO- LOC		1					\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s
	ANY AUTO			2			BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	(BODILY INJURY (Per accident)	s
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
	NON-OWNED ACTOS							S
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							3
	RETENTION \$				1			\$
	WORKERS COMPENSATION						WC STATU- DTH- TORY LIMITS ER.	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			7			E.I., EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A			•		E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s
A	Legal Profes			LP14020	08/16/2013	08/16/2014	\$1,000,000/\$1,000,00	00
^	Ecan i ioies					{		
DER	PRINTION OF OPERATIONS / OCATIONS / VEHIC	I ES (Magh	ACORD 101, Additional Remarks School	ile, if more space	is required)		

CERTIFICATE HOLDER

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

Laure A. Celangra

@1988-2009 ACORD CORPORATION. All rights reserved.

1 of 1

LAWYERS PROFESSIONAL LIABILITY INSURANCE

EVIDENCE OF INSURANCE

Evidence of Insurance No: LP14116

Unique Market Reference Number: B113513CPBA1330

Master Policy No: 13CPBA1330

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

1. Master Policy Issued To:

CIMA Liability Protection Program for Legal Services and Defender Services Professionals and Specified Insured Organizations

 Evidence of Insurance Issued To: Charles Biely, Attorney at Law 201 S. Miller St., ste. 106 Santa Maria, CA 93454

- 3. Period of Coverage: 04/02/2014 to 04/02/2015
- 4. Endorsements Attached: Several Ilability endorsement; War & Terrorism exclusion; Cancellation Clause endorsement; Service of Sult Clause endorsement; Nuclear Incident exclusion; Radioactive Contamination exclusion; Biological or Chemical Materials exclusion; Lloyd's Privacy Policy statement; Applicable Law endorsement
- 5. Coverages, Deductibles, Limits of Liability, and Retroactive Dates:

 (Optional Coverage Described in Master Policy Only Applicable & So Indicated Re-

(Optional Coverage Described in Master Policy Only Applicable If So Indicated Below With Listed Premium)

Coverage Type	Deductible	Limit of Liability Per <u>Claim</u>	Limit of Liabilty <u>Aggregato</u>	Retro- Active <u>Date</u>	Promium
Professional Liability (Art I, Sec A) Including The Following Optional Coverages (Strikethrough As Not Applicable) Disciplinary Proceedings (Defense Coverage) (Art I, Section B) Defense of Contempt Proceedings (Art I, Sec. C)	NIL	\$1,000,000.00	\$1,000,000.00	4/2/14	\$1,000.00
Outside Practice of Law (Art. I, Sec A(6)	NIL	None	None	N/A	N/A
Personal Injury (Sublimits)	NIL	\$100,000.00	\$300,000.00	4/2/14	Included
Management Liability (Art I, Sec D)	NIL	None	None	N/A	N/A
Employment Liability (Art I, Sec E)	. NIL	None	None	N/A	N/A
Punitive Damages (Art IV, Sec A 6)	NIL	None	None	N/A	N/A
Injunctive Relief	NIL	None	None	N/A	N/A

Total Premium: Surplus Lines Tax: \$1,000.00 \$22.50

By Acceptance of this policy, the Insured agrees that the statements in this Evidence of insurance, the Application, and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company of any of its representatives relating to this insurance.

Countersigned at:

Woodbridge, VA

Underwriters at Lloyds, London

Issue Date:

April 2, 2014

By: <u>Laurie S. Coleman</u>
Authorized Representative

MICHAEL J SCOTT ATTY MADENAN PAGE 07/09

CERTIFICATE OF LIABILITY INSURANCE ACORD.

DATE (MM/DD/YYYY) 06/24/2014

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(les) 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). CONTACT NAME: PHONE (A/G, No, Ext): 703 739-9300 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: The CIMA Companies, Inc. (CIM) FAX (A/C, No): 7037390761 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300 INSURER(S) AFFORDING COVERAGE NAIC#

INSURED	INSURER A : Lloyd's Londo	on				
Madeleine M Nantze	INSURER B:					
201 S. Miller St, suite 106	INSURER C :	INSURER C:				
Santa Maria, CA 93454	INSURER D :					
	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER:		REVISION NUMBER:				
TUIS IS TO CEPTIEN THAT THE POLICIES OF INSURANCE LISTED BE	OW HAVE BEEN ISSUED TO THE INSURED I	IAMED ABOVE FOR THE POLICY PERIOD				
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CON- CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE A	ITICIN OF ANY CONTRACT OR OTHER DUC	UMENT WITH RESPECT TO WHICH THIS				
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN	YA HVAE BEIEN BEDUCED BA BAID CLAIMS	•				
INPR ADD BURK	NUMBER (MM/DD/YYYY) (MM/DD/Y	YYY) LIMITS				
GENERAL LIABILITY		EACH OCCURRENCE \$				
COMMERCIAL GENERAL LIABILITY		PREMISES (En occurrence) \$				
CLAIMS-MADE OCCUR		MED EXP (Any one person) \$				
J GENTINGSTATULE [COOOK		PERSONAL & ADV INJURY \$	~~~			
		GENERAL AGGREGATE \$				
CONTRACCOSCATE LIMIT ACRUIS BER.		PRODUCTS - COMP/OP AGG \$				
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO: LOC	1	s				
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT S				
801004 E 801000 000 M800000 M8000000000000000000	·	(En accident)				
ANY AUTO	1 1	BODILY INJURY (Per paraon) \$				
ALL OWNED AUTOS	1	BODILY INJURY (Fer accident) \$				
SCHEDULED AUTOS		PROPERTY DAMAGE (Por accident)				
HIRED AUTOS	1	S				
NON-OWNED AUTOS	1 1	\$				
UMBRELLA LIAB OCCUR	1	the state of the s				
EXCESS LIAB CLAIMS-MADE	1	AGGREGATE \$				
DEDUCTIBLE		\$				
RETENTION \$		WC STATU- OTH-				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STATU- OTH- TORY LIMITS ER				
AND EMPLOTERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N/A		E.L. EACH ACCIDENT \$				
Mandatory in NH)		E.L. DISEASE - EA EMPLOYEE \$				
If yos, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT \$				
A Legal Profes LP14147	06/17/2014 06/17/	2015 \$1,000,000/\$1,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Ad	tional Remarks Schodule, if more space is required)				
	l l					
CERTIFICATE HOLDER	CANCELLATION					
		m negoninen nortolen De Alliaci I en r	reche			
a	SHOULD ANY OF THE ABO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
	ACCORDANCE WITH THE F	POLICY PROVISIONS.				

CERTIFICATE HOLDER	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
	Laurie S. Celanon

@1988-2009 ACORD CORPORATION, All rights reserved.

LAWYERS PROFESSIONAL LIABILITY INSURANCE

EVIDENCE OF INSURANCE

Evidence of Insurance No: LP14115 Unique Market Reference Number: B113513CPBA1330 Master Policy No: 13CPBA1330

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND FIEPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

1. Master Policy Issued To:

CIMA Liability Protection Program for Legal Services and Defender Services Professionals and Specified Insured Organizations

- 2. Evidence of Insurance Issued To:
 R. Addison Steele II, Attorney at Law
 201 S. Miller St., ste. 106
 Santa Maria, CA 93454
- Period of Coverage: 04/02/2014 to 04/02/2015
- 4. Endorsements Attached: Several liability endorsement; War & Terrorism exclusion; Cancellation Clause endorsement; Service of Suit Clause endorsement; Nuclear Incident exclusion; Radioactive Contamination exclusion; Biological or Chemical Materials exclusion; Lloyd's Privacy Policy statement; Applicable Law endorsement
- Coverages, Deductibles, Limits of Liability, and Retroactive Dates: (Optional Coverage Described in Master Policy Only Applicable If So Indicated Below With Listed Premium)

Coverage Type	<u>Deductible</u>	Limit of Liability Per <u>Claim</u>	Limit of Llabilty <u>Aggregate</u>	Retro- Active <u>Date</u>	Premium
Professional Liability (Art I, Sec A) Including The Following Optional Coverages (Strikethrough As Not Applicable) Disciplinary Proceedings (Defense Coverage) (Art I, Section B) Defense of Contempt Proceedings (Art I, Sec. C)	NIL	\$1,000,000.00	\$1,000,000.00	4/2/14	\$1,000.00
Outside Practice of Law (Art. I, Sec A(6)	NIL	None	None	N/A	N/A
Personal Injury (Sublimits)	NIL	\$100,000.00	\$300,000.00	4/2/14	Included
Management Liability (Art I, Sec D)	NIL	None	None	N/A	Ņ/A
Employment Liability (Art I, Sec E)	NIL	None	None	N/A	N/A
Punitive Damages (Art IV, Sec A 6)	NIL	None	None	N/A	N/A
Injunctive Relief	NIL	None	None	N/A	N/A
NAMES OF STREET, STREE			Total Premium:	**************************************	\$1,000.00

By Acceptance of this policy, the Insured agrees that the statements in this Evidence of insurance, the Application, and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company of any of its representatives relating to this insurance.

Countersigned at:

Woodbridge, VA

Underwriters at Lloyds, London

Issue Date:

April 2, 2014

By: <u>Laurie S. Coleman</u>

Authorized Representative

Surplus Lines Tax:

\$22.50

Client#: 69519

JESSMAR1

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2014

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(les) 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).

| CONTACT | C

The CIMA Companies, Inc. (CIM) 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124				PHONE (A/C, No, Ext): 703 739-9300 FAX (A/C, No): 7037390761 E-MAIL ADDRESS: PRODUCER						
703 739-9300				CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #						
INSURED					VIII	PA. Lloyd's		APPORDING COVERAGE		
11100	Jessica Martinez			Ì	INSURER A : Lloyd's London INSURER B :					
	924 Anacapa St., Suite 1-7	7			INSURE		***************************************			
Santa Barbara, CA 93101					INSURE			V 4/	NEW AIM PARTY	
			100		INSURE			1,4,4017		
				*	INSURE					
CO	/ERAGES CER	TIFIC	ATE	NUMBER:	. 1100110			REVISION NUMBER:		
CI CI EX	NOATED MOTMITHETANDING AND DEOL	IREM TAIN, OLICI	ENT, THE I ES. LII	TERM OR CONDITION OF AN' NSURANCE AFFORDED BY T MITS SHOWN MAY HAVE BEI	EEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,					
NSR LTR	TYPE OF INSURANCE	ADDL	BUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM(DD/YYYY)	LIMITS		
	GENERAL LIABILITY							EACH OCCURRENCE S	\$	
	COMMERCIAL GENERAL WABILITY		1					DAMAGE TO RENTED PREMISES (En occurrence)	\$	
	CLAIMS-MADE OCCUR	1					1	MED EXP (Any one person)	3	
								PERSONAL & ADV INJURY	\$	
							ļ	GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:	1							\$	
	POLICY PRO- LOC			,					\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLÉ LIMIT (Éa accident)	S	
	ANY AUTO						1		\$	
	ALL OWNED AUTOS							BODILY INJURY (Per accident)	;	
	SCHEDULED AUTOS							PROPERTY DAMAGE	5	
	HIRED AUTOS	1							8	
	NON-OWNED AUTOS								S	
_	UMBRELLA LIAB OCCUR	i						EACH OCCURRENCE S	ş	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE S	5	
	DEDUCTIBLE	1)				3	3	
	RETENTION \$	1							3	
_	WORKERS COMPENSATION							WC STATU- OTH-		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	}	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDEO? (Mandatory In NH)	NIV					ľ	E.L. DISEASE - EA EMPLOYEE	š	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	A SECOND PROPERTY AND ADDRESS OF THE PARTY AND	
Α	Legal Profes			LP14065		12/20/2013	12/20/2014	\$1,000,000/\$1,000,000	0	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (l Attech	 ACORD 101, Additional Remarks	Schodul	, If more space I	a required)		_	
CE	TIFICATE HOLDER				CANC	ELLATION				
CE	TIFICATE HOLDER	•			SHO THE ACC	ULD ANY OF T	THE POLICY	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER PROVISIONS.	ICELLED BEFORE RED IN	
				}						

@1988-2009 ACORD CORPORATION. All rights reserved.

Laurie S. Calonar