EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"NEW CONTRACT"

Contract # 32300006 Vendor # 51339

CONTRACTOR NAME: Rebecca Burnside dba It’s Personnel Berkeley Business License # BL-015562

Subject of Contract: Workplace investigation

This contract package contains:
2 Original Contracts (Vital Record and Vendor) in folder

**The Vital Record contract MUST be in a folder. Vendor copies may be assembled with an Acco-fastener.**
**DocuSign Agreements only require 1 Original (Vital Record) copy.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Attached</th>
<th>Waiver Attached</th>
<th>Not Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CONTRACT BOILERPLATE</td>
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<tr>
<td>2. Scope of Services (Section 1, Scope of Services)</td>
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<td>3. Payment Provisions (Exhibit A @ boilerplate)</td>
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<tr>
<td>4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution</td>
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<td>5. CERTIFICATIONS</td>
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<tr>
<td>a. Workforce Composition (businesses with 5 or more employees)</td>
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<td>b. Nuclear Free Berkeley Disclosure</td>
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<td>c. Oppressive States Disclosure (Exception: Community-based, non-profit organizations)</td>
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<td>d. Sanctuary City Compliance Statement</td>
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<tr>
<td>e. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*</td>
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<td>f. Certification of Compliance with Equal Benefits Ordinance: use current form on web*</td>
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<td>g. Community Agency: Certification of Anti-Lobbying</td>
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<td>h. Community Agency: Certification of Drug-Free Workplace</td>
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<tr>
<td>i. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)</td>
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<td>j. Authorizing Council Resolution #</td>
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<td>8. Consultant Contracts: Form 700, Statement of Economic Interests</td>
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<td>9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)</td>
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</tbody>
</table>

Requisition #2023/12300075 (Hard copy attached) Budget Code 678-31-302-000-0000-000-472-612190

Contract Amount $15,000.00
Council Approved Amount $

Was there any advance payment? No ☐ Yes ☐ If Yes, Advanced Amount $ 

Routing and signatures:
All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. Ramona Clarke City Attorney $10-981-6992 6/24/2022
   Project Manager (PRINT NAME/SIGN) Department Phone No. Date

2. Ramona Clarke Department Administrative Officer/Accounting (PRINT NAME/SIGN) EXECUTED JUN 14 2022
   Department Head (PRINT NAME/SIGN) Date

3. Farimah Brown Date
   Contract Administrator (PRINT NAME/SIGN)

4. Josh Rosen Date
   Budget Manager (PRINT NAME/SIGN)

Routing continues to the following persons, who sign directly on the contract:
6. City Manager (Will not sign unless all signatures and dates appear above)
7. City Clerk: Destruct _______ Review _______

* For current vendor forms, go to City of Berkeley website: Vendor Forms & Requirements

Rev 1/2022
From: Friedrichsen, Sharon
Sent: Thursday, July 14, 2022 1:06 PM
To: Roben, Josh; Rosete, Michelle; Murty, Rama; Dupaya, Maricar C.
Subject: Fwd: Rebecca Burnside dba It's Personnel - New Contract

Josh
Final Budget Approved
Sharon

Sent from my iPhone

Begin forwarded message:

From: "Dupaya, Maricar C." <MDupaya@cityofberkeley.info>
Date: July 14, 2022 at 12:47:08 PM PDT
To: "Friedrichsen, Sharon" <SFriedrichsen@cityofberkeley.info>
Cc: "Murty, Rama" <RMurty@cityofberkeley.info>, "Rosete, Michelle" <mrosete@cityofberkeley.info>
Subject: Rebecca Burnside dba It's Personnel - New Contract

Budget Initial – APPROVED

Notes:
Authorizing Council Resolution – N/A
Scope: Workplace Investigation
Contract NTE: $15,000
Contract requisition #12300075 released in ERMA on 6/14/2022.

Funding in the amount of $15,000 is available in the FY 2023 budget in account code 678-31-302-000-0000-000-0-472-612190–.

Maricar Dupaya, Senior Management Analyst
Office of Budget and Fiscal Management
City of Berkeley, City Manager’s Office
510-981-7046
mdupaya@cityofberkeley.info

Work Schedule:
Remote Days – Monday, Wednesday, Friday
In-Office Days – Tuesday and Thursday
CONTRACT

THIS CONTRACT is entered into on May 3, 2022 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and IT’S PERSONNEL ("Attorneys"), who agree as follows:

WHEREAS, the City of Berkeley requires services of Attorneys to conduct a confidential independent personnel investigation; and

WHEREAS, Attorneys are willing to be retained by the City in connection with said legal issues; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Attorneys agree as follows:

1. **SCOPE OF SERVICES**

This agreement creates an attorney/client relationship between It’s Personnel and the City. On matters covered by this Agreement, It’s Personnel will provide legal services to the City by conducting an impartial workplace investigation. It’s Personnel will make factual findings utilizing our skills, knowledge and experience in doing so. The scope of this retention is limited, in that It’s Personnel will not provide legal advice to the City regarding the scope of the investigation, the confidentiality of the investigation and/or how to admonish witnesses regarding confidentiality, or other legal matters related to the investigation. Furthermore, It’s Personnel will not act as an advocate, provide advice to the City with respect to what employment action, if any, should be taken as a result of It’s Personnel’s findings, or represent the City in any legal action or proceeding.

It is understood that our legal advice is the performance of the investigation itself and decisions made relating to the investigation, including whom to interview, what documents to review, and analyzing the facts as presented during the investigation. It’s Personnel’s services are protected by the attorney/client and work product privileges, unless the City waives these privileges.

It’s Personnel is retained by the City for the purpose of conducting a confidential fact-finding review and providing a confidential report that will be used for employment-related purposes. Unless otherwise requested, the final report and attached exhibits will be sent electronically. Upon request, a hard copy of the report and attached exhibits with an original signature will be sent via overnight mail.

This engagement and our attorney/client relationship shall be considered concluded after It’s Personnel has provided an investigation report to the City. After conclusion of the investigation, should a need arise for Ms. Burnside or an Associate to respond to any subpoena, or otherwise provide testimony in connection with this matter, the City shall compensate It’s Personnel at Ms. Burnside’s and/or Associate’s hourly rate set forth below. The City shall compensate It’s Personnel for Ms. Burnside and/or Associate’s time expended responding to any subpoena, including document production, and preparing for testimony, in addition to the actual time spent testifying. The City will also represent Ms. Burnside and/or Associate when testifying or provide Ms. Burnside and/or Associate with an attorney of their choice. In the event Ms. Burnside and/or Associate is served with a subpoena or any other legal process to provide testimony related to this matter, It’s Personnel will provide reasonable notice to the City.
2. **PAYMENT**

   a. The City agrees to pay the designated attorneys at the following rates:

      Rebecca Burnside  $335  per hour

   b. Attorneys shall furnish monthly statements to the City Attorney of City showing the number of hours devoted to said matter/s and all expenses paid during said period. Said statements shall conform as closely as practicable to the format attached hereto as Exhibit A. City shall pay Attorneys the amounts shown thereon upon approval thereof by the City Attorney of the City as soon as possible after receipt of such statements. Payment for services by non-designated attorneys will be denied, unless approved in advance by the City Attorney or his delegate.

   c. The entire fees and expenses pursuant to this Contract shall not exceed the amount of $15,000 without amendment hereto. Attorneys shall not earn fees for services or incur expenses in excess of the aforesaid amount prior to executing with the City a written amendment to this contract increasing the amount payable hereunder. Attorneys shall notify the City as soon as practicable that a contract amendment increasing the amount payable may be necessary.

3. **TERM**

   a. This Contract shall begin on the date it is executed by all parties and continue until Attorneys’ services are no longer required by the City.

   b. The City may terminate this Contract at any time upon five (5) days written notice to the other party. In the event of such termination, Attorneys will be paid a fee for services performed prior to the time of termination as specified in Paragraph 2 of this Contract, except that in no event will the amount paid exceed the full amount in Paragraph 2, as amended from time to time.

   c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, registered mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

      City Attorney  
      City of Berkeley  
      2180 Milvia Street, 4th Floor  
      Berkeley, CA  94704

      For purposes of this Contract, all notices to Attorneys shall be addressed as follows:

      Rebecca Burnside  
      It’s Personnel  
      1545 Broadway, Unit 305  
      San Francisco, CA 94109

4. **INDEMNIFICATION**

   SECTION DELETED
5. **CONFORMITY WITH LAW AND SAFETY**

   a. Attorneys shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Attorneys must be in accordance with these laws, ordinances, codes and regulations. Attorneys shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

   b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Attorneys shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Attorneys shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Attorney's subcontractor, if any; 3) name and address of Attorney's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

6. **NON-DISCRIMINATION**

   Attorneys hereby agree to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Ch. 13.26 as amended from time to time. In the performance of this Contract, Attorneys agree as follows:

   a. Attorneys shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

   b. Attorneys shall permit the City access to employment advertisements, blank application forms, EEO-1 forms, affirmative action plans and any other documents, which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Attorneys shall fill-out, in a timely fashion, forms supplied by the City reasonably to monitor this non-discrimination provision.

7. **INDEPENDENT CONTRACTOR**

   For purposes of this Contract and for the duration of this Contract, Attorneys shall be an independent contractor and not an employee of the City. The City shall not have the right to control when, where or how the service is rendered, but shall have the right to specify the results of the service rendered pursuant to this Contract.

8. **CONFLICT OF INTEREST PROHIBITED**

   a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Ch. 3.64, neither Attorneys nor any employee, officer, director, partner or member of Attorneys, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

   b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq, no person who is a director, officer,
partner, trustee, employee or consultant of the Attorneys, or immediate family member of any of
the preceding, shall make or participate in a decision made by the City or a City board,
commission or committee, if it is reasonably foreseeable that the decision will have a material
effect on any source of income, investment or interest in real property of that person or
Attorneys.

c. Interpretation of this section shall be governed by the definitions and
provisions used in the Political Reform Act, Government Code section 87100 et seq., its
implementing regulations, manuals and codes, Government Code section 1090, Berkeley City
Charter section 36 and B.M.C. Ch. 3.64.

d. Immediately upon discovering a breach of this paragraph City may
terminate this Contract. Additionally, City may deem Attorneys a non-responsible bidder for five
(5) years from the date the Contract is terminated.

9. OPPRESSIVE STATES CONTRACTING PROHIBITION

Unless a written exemption has been approved by the City Manager, the following
provisions will apply for this agreement:

a. In accordance with Resolution No. 59,853-N.S., Attorneys certify that they
have no contractual relations with, and agree during the term of this Contract to forego
contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.
(2) Any business or corporation organized under the authority of the
governing regime of any Oppressive State.
(3) Any individual, firm, partnership, corporation, association, or any
other commercial organization, and including parent-entities and
wholly-owned subsidiaries (to the extent that their operations are
related to the purpose of its contract with the City), for the express
purpose of assisting in business operations or trading with any
public or private entity located in any Oppressive State.

b. Appendix A to Resolution No. 59,853-N.S. designates the following as
Oppressive States for the purposes of this Contract: Tibet Autonomous Region and the
provinces of Adu, Kham, and U-Tsang.

c. Attorneys' failure to comply with this section shall constitute a default of
this Contract and City may terminate this Contract pursuant to Section 3. In the event that the
City terminates Attorneys due to a default under this provision, City may deem Attorneys a non-
responsible bidder for five (5) years from the date this Contract is terminated.

10. SETOFF AGAINST DEBTS

Attorneys agree that City may deduct from any payments due to Attorneys under
this Contract any monies that Attorneys owe City under any ordinance, contract or resolution for
any unpaid taxes, fees, licenses, unpaid checks or other amounts.

11. NUCLEAR FREE BERKELEY

Attorneys agree to comply with B.M.C. Ch. 12.90, the Nuclear Free Berkeley Act,
as amended from time to time.
12. **GOVERNING LAW**

   The laws of the State of California shall govern this Contract.

13. **AMENDMENTS**

   The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Attorneys.

14. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

   The City's Conflict of Interest Code, Resolution No. 51,425-N.S., as amended, requires every consultant to disclose conflicts of interest by filing a Statement of Economic Interest (Form 730). Attorneys serving as consultants to the City under this Contract agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contract.

15. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

   Attorneys have obtained a City business license as required by B.M.C. Ch. 9.04, and its license number is written below; or, Attorneys are exempt from the provisions of B.M.C. Ch. 9.04 and have written below the specific B.M.C. section under which it is exempt. Attorneys shall pay all state and federal income taxes and any other taxes due. **Attorneys certify under penalty of perjury that the taxpayer identification number written below is correct.**

   Business License No.
   Taxpayer Identification No.

16. **RECYCLED PAPER FOR WRITTEN REPORTS**

   If Attorneys are required by this Contract to prepare a written report or study, Attorneys shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin papers, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Attorneys shall use white paper. **Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.**

17. **INSURANCE**

   a. Attorneys shall maintain at all times during the performance of this Contract a professional liability insurance policy in the minimum amount of $1,000,000 to cover any claims arising out of Attorneys' performance of services under this Contract. Attorneys shall provide an original Certificate of Insurance evidencing the required coverage.

   b. If Attorneys employ any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City Attorney; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Risk Manager.
c. Attorneys shall forward all insurance documents to:

City Attorney
City of Berkeley
2180 Milvia St., 4th Floor
Berkeley, CA 94704

18. BERKELEY LIVING WAGE ORDINANCE

   a. Attorneys hereby agree to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Attorneys are currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Attorneys will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Attorneys expressly acknowledge that, even if Attorneys are not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Attorneys to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

   b. If Attorneys are currently subject to the Berkeley Living Wage Ordinance, Attorneys shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Attorneys for health benefits, if any, for each of its employees providing services under the Contract. Attorneys agree to supply City with any records it deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 20.

   c. If Attorneys are currently subject to the Berkeley Living Wage Ordinance, Attorneys shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Attorneys engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

   d. If Attorneys fail to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

   Attorneys’ failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Attorneys due to a default under this provision, City may deem Attorneys a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

   In addition, at City’s sole discretion, Attorneys may be responsible for liquidated damage in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Attorneys failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Attorneys’ breach. City may deduct any assessed liquidated damages from any payments otherwise due Attorneys.
19. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Attorneys hereby agree to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Attorneys are currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Attorneys will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Attorneys are currently or becomes subject to the Berkeley Equal Benefits Ordinance, Attorneys agree to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 20.

c. If Attorneys fail to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Attorneys’ failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Attorneys under this provision, the City may deem Attorneys a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City’s sole discretion, Attorneys may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Attorneys’ failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Attorneys’ breach. City may deduct any assessed liquidated damages from any payments otherwise due Attorneys.

20. **SANCTUARY CITY CONTRACTING**

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

a. “Data Broker” means either of the following:
   i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
   ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
i. The City's computer-network health and performance tools;

ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

21. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Attorneys' financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Attorneys agree to provide the City Auditor with reasonable access to Attorneys' employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Attorneys an opportunity to discuss and respond to any findings before a final audit report is filed.

22. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract.

b. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Attorneys. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

c. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

**IN WITNESS WHEREOF**, City and Attorneys have executed this Contract as of the date written on the first paragraph of this Contract.

CITY OF BERKELEY

By __________________________

Farimah Brown, City Attorney

Registered on behalf of the City Auditor by: __________________________

Finance Department

Attest: __________________________

Asst. Deputy City Clerk

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ATTORNEYS

By

Rebecca Burnside

Taxpayer Identification No.

Incorporated: Yes ( ) No ( )

Certified Woman Business Enterprise: Yes ( ) No (x)

Certified Minority Business Enterprise: Yes ( ) No (x)

If yes, state ethnicity:

Certified Disadvantaged Business Enterprise: Yes ( ) No (x)
EXHIBIT A - PAGE 1

SAMPLE INVOICE TO THE CITY OF BERKELEY

Date:

To: City of Berkeley
    City Attorney's Office
    2180 Milvia Street, 4th Floor
    Berkeley, CA 94704

Attn: City Attorney Overseeing Matter

Re: Matter relating to this statement (i.e., case title, court and case number; or claimant and claim number).

Professional Services Rendered for the Period 4/1/12 to 4/30/12:

4/01/12 Consultation at Atty. Smith's Office (including travel time) at Atty. Jones (Associate Attorney)
    3.0 hrs. @ $50.00/hr...............................................................$150.00

4/02/12 Investigation of Accident Site by Attorney Thomas
    2.0 hrs. @ $60.00/hr..............................................................$120.00

4/03/12 Preparation of materials for testimony
    5.0 hrs. @ $60.00/hr..............................................................$300.00

4/10/12 Deposition of John Doe and Mary Doe
    1.0 hrs. @ $60.00/hr.............................................................$ 60.00

Expenses:

Mileage: 28 miles @ $.25/mi.........................................................$ 7.00
Parking: 4/02/12; 4/06/12; 4/08/12 (see receipts attached).................................$ 4.25
Xeroxing: 60 copies @ $.20 ea....................................................$ 12.00
Telephone Calls: Long distance to Williams in N.Y.; Atty. Smith in Walnut Creek (telephone bill attached)...........................................$11.34

TOTAL.................................................................$664.59
Previous Balance.........................................................-0-
AMOUNT DUE..........................................................$664.59

Contract Total: .........................................................$ ..........................
Total Amount billed including this invoice ..........................$ ..........................
Amount remaining on contract ........................................$ ..........................
SAMPLE TRANSMITTAL MEMO WHEN SUBMITTING OUTSIDE SERVICES INVOICES RETAINED BY YOUR OFFICE TO ASSIST IN CITY OF BERKELEY MATTER (To be typed on your letterhead.)

Date:

To: City of Berkeley
City Attorney's Office
2180 Milvia Street, 4th Floor
Berkeley, CA 94704

Attn: City Attorney Overseeing Matter

Re: Matter relating to statement (i.e., case title, court and case number; or claimant and claim number)

ENCLOSURES:

1. Invoice from Erdman's for outside photocopying charges:
   100 copies @ $0.25 ea. ........................................................................................................$ 25.00

2. Statement from U.S. Messenger Service: $14.00
3. Statement from U.S. Messenger Service: $10.00 .................................................................$ 24.00

4. Record of payment to Dr. Jones for Deposition...............................................................$200.00

5. Statement from Dr. Doe for Deposition............................................................................$150.00

6. Statement from Legal Beagle for service of Complaint......................................................$ 12.00

COMMENT: Please pay directly to outside service for all original invoices attached and pay our firm directly for copies of invoices attached (#4).

Signature

The City of Berkeley can pay outside services you may retain only if original statements are attached to your transmittal letter. You may attach copies of invoices for services rendered which you have already paid and we will reimburse your firm directly.
**NON-DISCRIMINATION/WORKFORCE COMPOSITION**

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

**ORGANIZATION**

It's Personnel

**ADDRESS**

1545 Personnel

**BUSINESS LICENSE #**

---

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

<table>
<thead>
<tr>
<th>Occupational Category</th>
<th>ALL EMPLOYEES</th>
<th>WHITE</th>
<th>BLACK</th>
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**Totals**

- Male: 1
- Female: 4
- Other: 1

*Specify other occupation:

**Specify other ethnicity:**

---

**Is your business MBE/WBE/DBE certified?**

- **No**

  If Yes, by what agency?

  If Yes, please specify: ___________________________ or ethnic identification: ___________________________

**Do you have a policy of non-discrimination?**

- **Yes**

  **Signature**

  [Signature]

  **Print/Type Name of Signer**

  ____________

  **Date**

  6/13/00

  **Verified by**

  ____________________________

  **Date**

  ____________________________

  **City of Berkeley Contract Administrator**

---

NonDiscrimWorkforceComp.07Aug.xls / Non-Discrimination Form

Rev August 2007
CITY OF BERKELEY

Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: **Rebecca Burnside**  Title: **Owner**

Signature: [Signature]  Date: **6.14.22**

Business Entity: [Business Entity]

Contract Description/Specification No.

Attachment C
CITY OF BERKELEY

Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Its Personnel (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Vendor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Rebecca Farnside
Title: Owner

Signature: [Signature]
Date: 7/13/2000

Business Entity: Its Personnel

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: [Signature]
Date: [Date]

Contract description/Specification No.: [Contract Description]

Attachment D
CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of H. P. Personnel (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

a. "Data Broker" means either of the following:
   i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
   ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
   i. The City's computer-network health and performance tools;
   ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a $1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of June, 2020 at San Anselmo, California.

Printed Name: Rebecca Burnside
Title: Owner
Signed: ____________________________ Date: 6/18/20

Business Entity: H. P. Personnel
CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
      YES ☑
      NO

      If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ☑
      NO ☑

      If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
      YES ☑
      NO ☑

      If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?
      YES ☑
      NO ☑

      If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE, ☑

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE, ☑
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Rebecca Burns
Title: Owner
Signature: [Signature]
Date: 7/13/2022
Business Entity: ITS Personnel
Contract Description/Specification No: Investigation Services

Section III

** FOR ADMINISTRATIVE USE ONLY – PLEASE PRINT CLEARLY ** *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

Living Wage Certification

Revised: 8/8/02
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more or their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Rebecca Burnside  Title: Owner

Signature: ___________________ Date: 6/13/20

Business Entity: It's Personnel

Contract Description/Specification No: Investigation: Services

Section III

* * * FOR ADMINISTRATIVE USE ONLY – PLEASE PRINT CLEARLY * * *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name ___________________  Department Representative ___________________
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Rebecca Burnsside
Address: B105 Broadway #305 City: San Francisco
Contact Person: Rebecca Burnsside
E-mail Address: rebecca@its-personnel.com

Vendor No.: Telephone: 415.786.2666
State: CA ZIP: 94109
Fax No.: 415.786.2666

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   □ Yes ☐ No
   (If "Yes," proceed to Section 5; if "No", continue to the next question.)

B. Does your company provide (or make available at the employees’ expense) any employee benefits?
   □ Yes ☐ No
   If "Yes," continue to Question C.
   If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees’ expense) any benefits to
   the spouse of an employee? ................................................................. ☐ Yes ☐ No

D. Does your company provide (or make available at the employees’ expense) any benefits to
   the domestic partner of an employee? .................................................... ☐ Yes ☐ No
   If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
   If you answered "Yes" to both Questions C and D, please continue to Question E.
   If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that
   are available to the domestic partner of the employee? ............................. ☐ Yes ☐ No
   If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
   If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   □ By the first effective date after the first open enrollment process following the contract start date, not to exceed two
     years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   □ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s
     infrastructure, not to exceed three months; or
   □ Upon expiration of the contractor’s current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so,
   do you agree to provide employees with a cash equivalent? ............................. ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.
SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 13th day of June, in the year 2022, at San Francisco, CA

Rebecca Bumside
Name (please print)

Owner
Title

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)
☐ One-Person Contractor/Vendor  ☐ Full Compliance  ☐ Reasonable Measures
☐ Provisional Compliance Category, Full Compliance by Date: 

Staff Name(Sign and Print):  Date:

Federal ID or Social Security Number
# CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:**
Charter Risk Management  
2310 Clement Street  
San Francisco CA 94121

**INSURED:**
Rebecca Burnside DBA It's Personnel Consulting  
1545 Broadway #305  
San Francisco CA 94109

**CERTIFICATE NUMBER:**

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

**CERTIFICATE HOLDER**

Business Location: 1545 Broadway #305, San Francisco, CA 94109

**ANCILLARIES**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CORD CORPORATION. All rights reserved.
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 05/05/2021

**Producer:** AP Intego Insurance Group, LLC
375 Woodcliff Dr.
Suite 103
Fairport, NY 14450

**Contact:** AP Intego Insurance Group, LLC
Phone: 888-289-2939
Fax: (ACC. NO.):
E-Mail: address_certs@apintego.com

**Insured:**
Rebecca Burnside DBA: Its Personnel
1545 Broadway #305
San Francisco, CA 94109

**Insurer(s) Affording Coverage:**
- **Insurer A:** Travelers Property Casualty Company of America
  - NAIC #: 25674
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

**Coverages:**

**Certificate Number:**

**Revision Number:**

**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).

**Coverages:**

**General Liability**
- Commercial General Liability
  - Claims-Made
  - Occur

**Automobile Liability**
- Any Auto
- All Owned Autos
- Sched Autos
- Non-Owned Autos
- Hired Autos
- Umbrella Liab
  - Excess Liab
  - Claims-Made

**Workers' Compensation**
- WC Statutory Limits
- Other
- E.L. Each Accident
- E.L. Disease - S.A. Employee
- E.L. Disease - Policy Limit

**Description of Operations / Locations / Vehicles**

**Certificate Holder**

**Cancellation**

**Proof of Coverage**

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative**

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