

AGREEMENT TO PROVIDE ADMINISTRATIVE HEARING OFFICER SERVICES

This Agreement to Provide Administrative Hearing Officer Services (“Agreement”) is entered into by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “the County,” the Community Development Commission, hereinafter referred to as “the Commission,” and **California Hearing Officers, LLP**, hereinafter referred to as “Contractor.” For purposes of this Agreement, County and Contractor shall be collectively referred to as “Parties” or “the Parties.”

RECITALS

WHEREAS, the County and the Commission desire to secure administrative hearing officer services in administrative matters where violations of the Sonoma County Code have been alleged or where the County or the Commission have received a request for a hearing, or in other areas and at other times, as the County or the Commission deems necessary;

WHEREAS, Contractor represents that they possesses the necessary qualifications to provide administrative hearing officer services for the County and the Commission and is a currently licensed attorney in good standing with the California Bar, and has been practicing law as a licensed member of the State Bar of California for a minimum of five years;

WHEREAS, the Sonoma County Board of Supervisors desires to designate Administrative Hearing Officers to preside over hearings involving the Permit and Resource Management Department’s enforcement of state and local laws including violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Department of Health Services, Environmental Health’s enforcement of local laws, including violations of the medical waste management program and local and state solid waste laws, including when Environmental Health is performing its duties as the enforcement agency for the California Department of Resources, Recycling and Recovery which requires a hearing officer as set forth in California Public Resources Code Section 44308(d) in accordance with Section 44310;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Permit and Resource Management Department, Fire Prevention and Certified Unified Program Agency (CUPA), enforcement of state and

local laws including, including, but not limited to, violations of Fire Safe Standards and hazardous wastes and materials laws;

WHEREAS, the County also desires to designate Administrative Hearing Officers to preside over hearings involving the Agricultural Commissioner's Office, Agricultural Division's enforcement of local laws, including violations of vineyard and orchard development;

WHEREAS, the County may also designate Administrative Hearing Officers as the County's abandoned vehicle hearing officer pursuant to Chapter 18, Article IV of the Sonoma County Code, and in such instances, will provide copies of the Sonoma County Code Chapter 18 regarding abandoned vehicle abatement to the hearing officer;

WHEREAS, the Commission desires to designate Administrative Hearing Officers to preside over hearings involving the Community Development Commission's Mobile Home Space Rent Stabilization Program, and in such instances will provide copies of the City Ordinances, Sonoma County Code and the State of California regulations related thereto.

WHEREAS, the County will provide to the hearing officer copies of relevant laws for each hearing, which may include the following: (1) Sonoma County Code §§ 1-7 through 1-7.5 and 2-33.1 through 2-33.5; (2) Sonoma County Code Chapter 7; (3) Sonoma County Code Chapter 11; (4) Sonoma County Code Chapter 24; (5) Sonoma County Code Chapter 26; (6) Sonoma County Code Chapter 26A; (7) Sonoma County Code Chapter 26C; (8) an annotated Table of Code Enforcement Resolutions; (9) Copies of Public Resources Code Sections 44305-44310; (10) Copies of all relevant code enforcement resolutions and ordinances relating to code enforcement ; (11) Sonoma County Code Chapter 22 (solid waste laws); (12) Resolution No. 91-0479 in which the Sonoma County Board of Supervisors designated the Sonoma County Department of Health Services as the local enforcement agency for the medical waste management program pursuant to the California Health and Safety Code; and (13) Health & Safety Code §§ 118350-118360 (medical waste management laws); and

WHEREAS, the County or Commission will also provide copies of applicable Code Sections and Sonoma County Resolutions as may pertain to Fire Prevention, Hazardous Materials State laws, Emergency Services and/or Agricultural Commissioner's Office hearings and/or Community Development Commission's hearings.

AGREEMENT

WHEREFORE, the Parties enter into the following agreement:

1. General Provisions

The recitals set forth above are true and correct and are material representations that the Parties reasonably relied on when entering into this Agreement.

2. Duties

Unless disqualified by reason of a conflict of interest, Contractor agrees to serve as an Administrative Hearing Officer for alleged Sonoma County Code violations as requested pursuant to the Assignment Selection procedure set forth in Paragraph 10, including, but not limited to, nuisance abatement actions, abandoned vehicle abatement, environmental health laws, hazardous waste and materials laws, and other provisions of the Sonoma County Code which provide for a hearing presided over by an Administrative Hearing Officer. Contractor also agrees to serve as a hearing officer pursuant to Public Resources Code Section 44310 to consider the Sonoma County Health Services Department, Environmental Health's enforcement of state solid waste laws.

3. Conflicts of Interest

Contractor (including his or her employees, agents and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall not undertake any work that is in conflict with Contractor's role as an administrative hearing officer. This prohibition includes, but is not limited to, representing any party in any administrative or judicial proceeding relating to or arising out of any abatement matter which is, has been, or may be the subject of a Sonoma County Administrative Abatement Proceeding. Additionally, prior to agreeing to act as a Hearing Officer in any case, Contractor shall perform an internal conflict check to ensure that no conflict of interest with any of the parties to the action that will come before him/her exists, and shall promptly disclose any such conflicts. Contractor further shall not make or participate in a decision made by the County if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest. Should Contractor acquire a conflicting interest following the execution of this Agreement, Contractor shall immediately apprise the County of the same, upon which, this Agreement may be terminated by the County with cause.

4. Contractor Representations

The County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all of his or her work will be performed in accordance with generally accepted professional

practices and standards, as well as the requirements of applicable federal, state, and local laws.

Contractor represents that he or she possesses the necessary qualifications to provide administrative hearing officer services for the County, including, but not limited to those found in Government Code section 27724 and Sonoma County Code section 2-33.4, and is a currently licensed attorney in good standing with the California Bar, and has been practicing law as a licensed member of the State Bar of California for a minimum of five years, with no prior or pending disciplinary matters and/or criminal convictions involving fraud, bribery, embezzlement, theft, moral turpitude or similar conduct, and has not been debarred by the federal government, State of California or local government.

Moreover, for hearings conducted pursuant to Public Resources Code section 44310 for state solid waste laws enforced by the Sonoma County Department of Health Services, Environmental Health, the hearing officer shall be a person licensed as a member of the State Bar of California for a minimum of eight years prior to appointment. The hearing officer may not have a conflict of interest, shall be independent of the operating unit as defined in Title 14, section 18011(a)(17) of the California Code of Regulations, and shall have appropriate legal, administrative or technical abilities in areas related to solid waste management and/or administrative law. Preference will be given to those hearing officers with solid waste experience.

5. Hearing Procedures

5.1 Unless otherwise agreed to or ordered by Contractor, County shall mail copies of all notices, communications, staff reports and other relevant documents to Contractor at least seven (7) calendar days prior to a scheduled administrative hearing.

5.2 The County, at its sole expense, shall provide a room for the administrative hearing and a certified court reporter. When requested by County or Contractor, and agreed to by the other party, Contractor shall hear cases through a mutually agreed video conference program (such as Cisco Webex Meetings). For cases heard through such video conferencing program, Contractor shall maintain an audio record of all such proceedings, unless otherwise agreed to in writing by the Parties. If a transcript of the hearing is prepared, Contractor shall be provided with a copy of the same. The transcript of the proceedings shall be the property of the County.

5.3 Contractor shall conduct hearings as set forth in Sonoma County Code Section 1-7.3, in a professional, fair and impartial manner. At such hearing, Contractor shall swear witnesses, hear testimony and receive written or documentary evidence relating to the alleged violation. Contractor shall cause the hearing to be recorded and

shall preserve all written argument, photographs and other documentary evidence introduced at the time of the hearing.

5.4 Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. The County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in a timely manner, and in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws. To the extent any services performed by Contractor fail to comply with the requirements of this Agreement, Contractor shall re-perform such non-conforming services, without additional compensation to Contractor.

5.5 Upon conclusion of a hearing, Contractor shall render his or her written decision in accordance with the requirements of the Sonoma County Code and all other applicable laws or regulations, including, but not limited to rendering a written decision containing findings of fact and conclusions of law and a statement that the decision is final, subject to judicial review in accordance with Code of Civil Procedure section 1094.6, within twenty (20) days after the hearing is closed. In the event a violation is found to exist, Contractor shall also issue an Order that the violation be abated within a time certain, along with a statement of the costs incurred by the County in abating the violation and an assessment of penalties in accordance with Sonoma County Code section 1-7.1, and a demand that said costs and penalty be paid to the County within twelve (12) days. Contractor shall timely serve his or her decision on all involved parties and shall include a proof of service as part of the decision.

5.6 For hearings involving enforcement of state solid waste laws when the Sonoma County Department of Health Services, Environmental Health is performing its duties as the enforcement agency for the California Department of Resources, Recycling and Recovery the hearing procedures shall be conducted in accordance with the procedures set forth in California Public Resources Code Section 44310.

6. Records

6.1 The County shall retain all records related to administrative hearings under this Agreement, including the record of hearing, and all photographs and demonstrative and documentary evidence introduced at the time of the hearing, for a period of five (5) years from the date that Contractor issues a written decision in the matter. The County's records shall be available for Contractor's review upon written request.

6.2 Contractor shall retain his or her records, decisions, and other documents related to a proceeding for a period of five (5) years after the date that Contractor issues a written decision in the matter.

6.3 Upon reasonable notice, Contractor shall make available to the County, or its agent, for inspection and audit, all documents and materials maintained by Contractor in connection with his or her performance of the duties under this Agreement. Contractor shall fully cooperate with the County or its agent in any such audit or inspection. The records related to the administrative hearing prepared by Contractor shall belong to the County.

7. Compensation

For services provided in this agreement, Contractor shall be paid \$260 per hour for the hearing officer's preparation, conducting the hearing, and issuing a written decision for the services described in this agreement. Travel time paid at a rate of \$130 per hour, plus mileage at the allowable IRS rate at the time the travel is conducted, and accommodations and per diem expenses, if necessary. Contractor shall receive a minimum of four (4) hours compensation for each day of hearings conducted hereunder. Thereafter, time shall be billed in 15 minute increments. If a hearing is cancelled with less than 72 hours' notice, a four-hour charge may apply. In no event shall the maximum amount payable under this agreement exceed \$200,000.00 per year.

Rates for services after December 31, 2023 shall increase to \$280 per hour for the hearing officer's preparation, conducting the hearing, and issuing a written decision for the services described in this agreement. Travel time paid at a rate of \$140 per hour, plus mileage at the allowable IRS rate at the time the travel is conducted and accommodations and per diem expenses, if necessary.

Contractor shall submit an invoice within thirty (30) days of issuance of a decision. Each assignment shall have its own invoice. The invoice shall include: (1) the date of the work performed; (2) the address of the property at issue and the name(s) of the party involved in the matter; (3) a detailed description of the work performed; (4) the amount of time spent on each task; (4) a separate description of costs incurred; and (5) a total of the amount being charged for the Assignment.

8. Insurance

Contractor shall obtain and maintain required insurance policies and/or endorsements as contained in attached EXHIBIT A.

9. Contact Information

The County Contact for the Permit and Resources Management Department's Code Enforcement Division ("PRMD Code Enforcement") shall be the Code Enforcement Manager. The County Contact for the Permit and Resources Management Departments' Fire Prevention and CUPA Division shall be the Fire Warden/Fire Marshal ("PRMD Fire"). The County Contact for the Sonoma Co. Dept. of Health Services ("DHS") shall be the Director of Environmental Health. The County Contact for the Emergency Services Department shall be the Director of Emergency Services. The County Contact for the Agricultural Commissioner's Office shall be the Agricultural Commissioner. The Commission Contact for the Community Development Commission shall be the Housing Authority Manager.

Contractor shall send invoices to each department's respective contact based on the type of hearing. The respective County Contact shall coordinate hearing schedules, and answer questions related to the coordination of hearings. The County Contact information is as follows:

Code Enforcement Manager
Permit & Resource Management Department
County of Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Telephone: (707) 565-1900
Facsimile: (707) 565-1103

Fire Warden/Fire Marshal
Permit & Resource Management Department
County of Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Telephone: (707) 565-1900
Facsimile: (707) 565-1103

Director of Environmental Health
Sonoma Co. Dept. of Health Services
625 5th Street
Santa Rosa, CA 95404
Telephone: (707) 565-6565
Facsimile: (707) 565-6525

Director of Emergency Services
Sonoma Co. Dept of Emergency and Fire Services
2300 County Center Drive, Suite 220B

Santa Rosa, CA 95403
Telephone: (707) 565-1152
Facsimile: (707) 565-1172

Agricultural Commissioner
133 Aviation Blvd, Suite 110
Santa Rosa, CA 95402
Telephone: (707) 565-2371
Facsimile: (707) 565-3850

Housing Authority Manager
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403
Telephone: (707) 565-7501
Facsimile: (707) 565-7583

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by mail, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party. If to the County, it shall be mailed to the appropriate County Contact identified above. If to the Contractor:

California Hearing Officers, LLP
8801 Folsom Blvd., Suite 220
Sacramento, CA 95826
(916) 306-0980

Contact: Kamardeep Athwal
 (916) 306-0980
 dathwal@cahearingofficers.com

Each party shall provide the other with written notice of any change of address or contact information as soon as possible.

10. Independent Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor has the right to perform services for others during the term of this Agreement. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County provides its employees. Contractor is not the County' agent, and shall have no

authority to bind the County to any obligation whatsoever. In the event of termination of this Agreement, Contractor expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees of the County of Sonoma. Additionally, Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

11. Assignments

This agreement between the Parties does not determine the number or type of assignments that a particular Administrative Hearing Officer will be asked to handle, or guarantee a minimum number of assignments. Contractor understands that he/she is not the only Administrative Hearing Officer providing Administrative Hearing Officer Services to the County.

12. Term of Agreement

The initial term of this Agreement shall be for a period of three years, from May 17, 2022 to December 31, 2025 and shall continue in full force and effect unless terminated earlier pursuant to the provisions of paragraph 13 of this Agreement.

13. Termination

13.1 By Contractor When a Contractor has no pending matters, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the County. Once a Contractor has been assigned to a matter, the Contractor may terminate this Agreement by providing five (5) days written notice of termination to the County in the event of the sudden illness of Contractor or an immediate family member or some other similar unforeseeable event that is not within Contractor's control. Additionally, should County fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Contractor may terminate this Agreement by providing fifteen (15) days written notice of the same and the reasons for the termination to the County, should the County fail to cure the stated breach within such time frame. In such instance, the County shall pay all compensation due to Contractor for services rendered through the date of termination.

13.2 By County In addition to any other remedy allowed by law, the County reserves the right to immediately terminate this Agreement upon issuance of written notice of termination if Contractor: (1) willfully breaches or neglects the duties which Contractor is required to perform under the terms of this Agreement; (2) commits acts of dishonesty, fraud, misrepresentation, or acts of an intentional, malicious or bad faith nature or other acts of moral turpitude that would prevent or significantly interfere with the effective performance of his or her duties; and/or (3) has any conflict of interest or violates any applicable conflict of interest law, regulation or policy.

13.3 Effect of Termination Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

13.4 Return of Documents Upon termination of this Agreement for any reason, any and all County documents or materials provided to Contractor, and any and all of Contractor's documents and materials prepared for or relating to the performance of his or her duties under this Agreement, shall be delivered to the County as soon as possible, but no later than thirty (30) days after termination.

14. Compliance with Laws

In the conduct of hearings and performing services hereunder, Contractor shall observe and follow all applicable Federal, State and local laws, rules, ordinances, codes and regulations. Contractor shall not discriminate in any way against any person on the basis of age, sex, race, color, religion, ancestry, national origin, marital status, medical condition, pregnancy, sexual orientation, gender identity, genetic information, physical or mental disability, military or veteran status or any other prohibited basis in connection with or related to the performance of his or her duties and obligations under this Agreement. Contractor agrees to comply with the Provisions of Chapter 19, Article II of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions thereof, and the Americans with Disabilities Act provisions. Contractor agrees to accept responsibility for loss or damage to any person or entity or to property to the extent Contractor fails to comply with the above.

15. Applicable Law

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Sonoma.

16. Assignment and Delegation

The County and Contractor warrant and represent that each is authorized to enter into this Agreement and that neither has made nor caused to be made any assignment of any claim or cause of action that either party has or may have in the future against the Parties herein released. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement.

17. Entire Agreement and Severability

This Agreement contains the entire understanding and agreement between the County and Contractor with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of the Agreement shall remain in full force and effect.

18. Merger

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Any modification, amendment or waiver of this Agreement must be in writing and signed by all Parties hereto. The Parties shall execute and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

19. Construction

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party.

20. No Waiver

The waiver by the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement and the Parties do not intend for this Agreement to benefit any third parties.

22. Execution of Agreement

This Agreement may be executed in counterparts or by facsimile.

23. Time of the Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

24. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Contractor:

Dated: 3.17.22

Kamardeep Athwal Digitally signed by Kamardeep Athwal
Date: 2022.03.17 13:31:40 -07'00'

Kamardeep Athwal, Partner
California Hearing Officers, LLP

Dated: _____

Tennis Wick, Director
Permit and Resource Management Dept.

Approved as to form for County:

Dated: _____

Deputy County Counsel

Exhibit A

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: **21-22-014 California Hearing Officers.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its officers, agents, and employees
Attn: Permit Sonoma
2550 Ventura Ave
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.