

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on _____, 2021, ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **WEST COUNTY COMMUNITY SERVICES**, a California corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, the County Department of Health Services is the tenant under that certain Lease dated May 11, 2017 ("Lease"), and by this reference made a part hereof, between Cornerstone Properties SA LLC ("Landlord") and County, for certain premises located at 5350 Old Redwood Highway, Suite 600, in Petaluma, California ("Leased Premises"); and

WHEREAS, County and Licensee have entered into a Mental Health Provider Agreement ("Provider Agreement") as the Provider Agreement may be amended/renewed from time to time, and is incorporated by this reference; through which Licensee provides a wellness program for adults referred by County's Department of Health Services in connection with said Provider Agreement; and

WHEREAS, Licensee desires to utilize a portion of the Leased Premises to provide its services; and County is willing to allow such use subject to the terms and conditions of this Agreement; and

WHEREAS, Landlord's consent to this Agreement is attached hereto as **Exhibit C**.

NOW, THEREFORE, in consideration of the Premises and of the agreement of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.

2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A**, attached hereto and made a part hereof ("Premises"), consisting of approximately seven hundred seventy-four (774) sq. ft. of office space, located within the Leased Premises.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises, including without limitation, leasing, sub-leasing, and granting of additional licenses.

4. Term. The term ("Initial Term") of this Agreement shall commence as of the Effective Date ("Commencement Date") and, and expire on June 30, 2025, unless not renewed or unless either party hereto has given notice of termination of this Agreement under Section 21 below.

4.1 Term Concurrent with Provider Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Provider Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Provider Agreement expires or terminates.

5. Consideration. In consideration of this Agreement, Licensee shall provide services as set forth in the Provider Agreement.

6. Use. Licensee's use shall be limited to the uses set forth under the Provider Agreement. No other use shall be permitted. County's rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care, and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon, are hereby expressly made a part hereof; and Licensee hereby agrees to comply with them.

6.1 Right of Entry. At the option of the County, Licensee's entry onto the Premises prior to the Commencement Date shall be made in the presence of a representative of the County. Licensee agrees to indemnify and hold County harmless from and against any and all loss, damage, claim, liability, expense or cost of any nature whatsoever arising directly or indirectly from Licensee's entry onto the Premises prior to the Commencement Date of this Agreement.

7. Equipment Installation and Operation. Licensee shall not install any equipment without the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated, and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment, or the equipment of County's tenants or other licensees, Licensee shall correct said interference at its sole cost and expense to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state, and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste and Nuisance. Licensee shall not commit, suffer, or permit the commission by others of (i) any waste or nuisance on the Premises, (ii) any action or use of the Premises, which interferes, or conflicts with the use of the Premises by County or any authorized person, or (iii) any action on the Premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises, and only to the extent that this Agreement is consistent with and does not exceed County's rights as tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

16. Non-liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

17.3 Approval of Agreement. The approval of this Agreement by County.

17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit D** attached hereto and made a part hereof.

19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

21. Termination. Either party may terminate this Agreement for any reason whatsoever upon ninety (90) days' prior written notice to the non-terminating party. The General Services Director for the County of Sonoma shall be authorized to terminate this Agreement on behalf of the County.

22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: **COUNTY OF SONOMA**
General Services Department
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

With a copy to: **COUNTY OF SONOMA**
Department of Health Services
Attn: Administration
1450 Neotomas Avenue
Santa Rosa, CA 95405

If to Licensee: **WEST COUNTY COMMUNITY SERVICES**
Attn: Tim Miller, Executive Director
P.O. Box 325
Guerneville, CA 95446.

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed; and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

a. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

b. Incorporation of Prior Agreements/Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only and signed by the parties in interest at the time of the modification; and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

c. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

d. Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

e. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

f. Construction of Agreement and Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

g. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

h. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“LICENSEE”

WEST COUNTY COMMUNITY SERVICES, a
California corporation

By: _____
Tim Miller, Executive Director

“COUNTY”

COUNTY OF SONOMA, a political subdivision
of the State of California

By: _____
Caroline Judy, General Services Director

The General Services Director is authorized to execute this Agreement pursuant to the Board of Supervisors’
Summary Action dated _____, 2021.

APPROVED AS TO FORM FOR COUNTY:

Elizabeth Coleman
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

Bill Carter, Mental Health Director
Department of Health Services

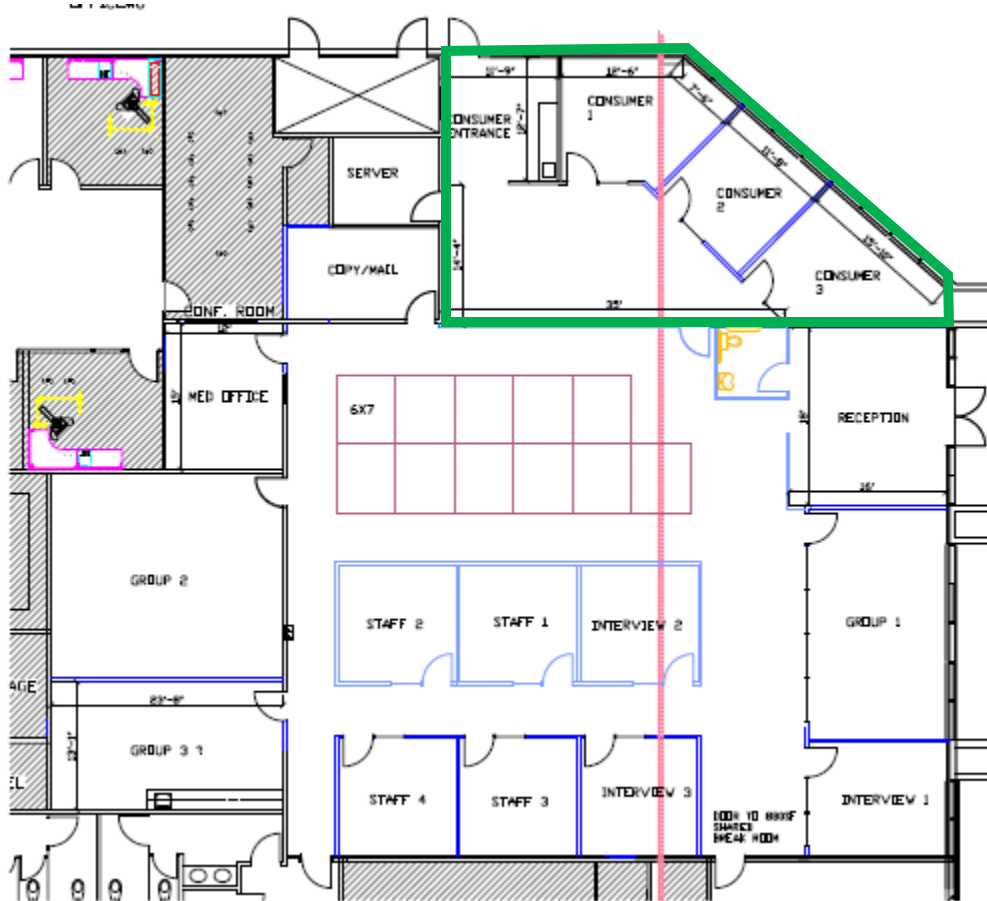
Keith Lew, Deputy Director
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____

Date: _____

Exhibit A
DESCRIPTION/DEPICTION OF THE PREMISES




 **WEST COUNTY COMMUNITY SERVICES**
5350 Old Redwood Highway, Suite 600, Petaluma, Ca

Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.
8. Cooking, washing clothes and lodging shall not be permitted on the Premises by Licensee. The Premises shall not be used for any improper, objectionable or immoral purposes.

9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Exhibit C

LANDLORD'S CONSENT TO AGREEMENT

CONSENT OF LANDLORD

The undersigned is the Landlord under the Lease described in the foregoing Revocable License Agreement. The undersigned represents that s/he is duly authorized to bind the Landlord by his/her signature on this Agreement and hereby consents to license of the premises described in this Revocable License Agreement to WEST COUNTY COMMUNITY SERVICES.

LANDLORD: CORNERSTONE PROPERTIES SA, LLC, a
California corporation

By: _____

Name: _____

Title: _____

Exhibit D

INSURANCE REQUIREMENTS

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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 Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

1. Workers Compensation and Employers Liability Insurance
 - a. Required if Licensee 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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
 - e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee 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; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
 - 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. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
 - d. The **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).

- 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 shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
 - g. The policy shall cover inter-insured suits between County and Licensee 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. Property Insurance for Business Personal Property and Licensee's Improvements
(Required only during the Post-Construction Period)
- a. Property insurance on a "special form" or "all risks" basis.
 - b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
 - c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
 - d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
 - e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.
4. 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 Licensee currently owns no autos, Licensee 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.
5. Increases in Limits of Insurance
County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.
6. 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.
7. Documentation
- a. The Certificate of Insurance must include the following reference: **Licensed premises located at 5350 Old Redwood Highway, Suite 600, Petaluma, California.**
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, 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. Licensee 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.

8. Policy Obligations

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

9. Material Breach

If Licensee 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 Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.