

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
INDEPENDENT ADMINISTRATIVE PERMANENT HEARING OFFICER**

THIS AGREEMENT is made and entered into the ____ day of _____, 2016, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and Michael D. Flores, Esq. (hereinafter referred to as "HEARING OFFICER").

RECITALS

WHEREAS, CITY is itself unable to provide the services set forth in this Agreement; and

WHEREAS, CITY desires to obtain professional hearing officer services to be performed by an independent administrative hearing officer appointed by the City Manager pursuant to Article 5, Chapter 1 of the Fresno Municipal Code, hereinafter referred to as the "Project"; and

WHEREAS, the City Manager desires to appoint HEARING OFFICER to serve as a Permanent Hearing Officer pursuant to Fresno Municipal Code section 1-504 and provide the services described herein on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

WHEREAS, HEARING OFFICER is possessed of unique and superior knowledge, skill, resources, training and expertise in the rendition of such services, and is fully competent, qualified, authorized and able to perform such services, holding any required licenses, permits and approvals; and

WHEREAS, HEARING OFFICER provides such services on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said services; and

WHEREAS, HEARING OFFICER acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code section 4-108, et seq.; and

WHEREAS, this Agreement will be administered for CITY by its City Manager (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Effective Date and Term of Agreement. It is the intent of the parties that this Agreement be effective as December 1, 2016, ("Effective Date") as to all terms and conditions of the Agreement and end on September 30, 2017, with the option for two annual amendments, subject to appropriation of funding by the City Council.

2. Scope of Services and Warranty.

(a) HEARING OFFICER shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by reference.

HEARING OFFICER represents and warrants that he/she is qualified to act as an administrative hearing officer for the purposes of Article 5, Chapter 1 of the Fresno Municipal Code; and California Vehicle Code sections 40200 et seq., meeting all experience, training and current requirements thereunder. HEARING OFFICER shall be an attorney in good standing licensed to practice law by the State Bar of California and shall have a minimum of 20 hours of training provided through (i) an accredited college or university, (ii) a program conducted by the Commission on Peace Officer Standards and Training, or (iii) American Arbitration Association or a similar established organization, or (iv) through a program approved by the City Council. Twelve hours of relevant experience may be substituted for up to twelve hours of training. In addition, up to eight hours of training may be credited based upon training programs or courses described above that were attended within the last five years.

(b) The parties acknowledge and agree that HEARING OFFICER, in his/her performance of this Agreement, shall exercise his/her independent judgment and shall not receive direction, directly or indirectly, in connection with performing these services from the Administrator, the Mayor, the City Council (or any member thereof), or any other person. Decisions and dispositions of HEARING OFFICER shall have the full force and effect provided by law.

3. Compensation. CITY shall compensate HEARING OFFICER for satisfactory rendition of each incidence of service provided hereunder, as follows:

(a) The HEARING OFFICER shall be paid on an hourly basis at a rate of \$135 per hour.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business.

(c) HEARING OFFICER agrees that, total payments hereunder for each year of this Agreement shall not in any event exceed the sum of \$100,000 per year or \$8,000 per month, including reimbursement for costs, without written consent of the City Manager and a majority vote approval of the Council if additional appropriations are required, which sum has been appropriated and is available to fund this Agreement as of the Effective Date, pursuant to Fresno Municipal Code section 1-405.

(d) HEARING OFFICER agrees to provide substantiation and support for services, fees, costs and expenses upon request of the CITY for a period of three years after final payment. Records of HEARING OFFICER(S) expenses pertaining to the services performed hereunder shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request

during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of HEARING OFFICER pertaining to such services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this Agreement.

(e) CITY will make available in its City Hall a suitable room for the conduct of hearings. In addition, CITY will provide HEARING OFFICER with a parking permit for the City Hall South parking lot. CITY will provide a private office in its City Hall.

(f) CITY shall make available up to \$900 per year for travel, training, and miscellaneous costs related to duties related to the Project, upon receipt of an invoice from HEARING OFFICER.

4. Clerical Support. The HEARING OFFICER shall provide his/her own clerical support for answering calls, scheduling hearings, photocopying, and/or any other assistance which the HEARING OFFICER requires to carry out his/her duties as the HEARING OFFICER for the City.

5. Termination, Remedies and Force Majeure.

(a) CITY may not terminate this Agreement without cause unrelated to the outcomes of hearings. This Agreement shall terminate without any liability of CITY to HEARING OFFICER upon the earlier of: (i) HEARING OFFICER(S) filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against HEARING OFFICER; (ii) 7 calendar days prior written notice with cause by CITY to HEARING OFFICER; (iii) CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, HEARING OFFICER shall (i) immediately stop all work hereunder, except for completing those hearings that have commenced and where evidence had been presented prior to termination or expiration of this Agreement; (ii) immediately cause any and all of its subcontractors to cease work, except for completing those hearings that have commenced and where evidence had been presented prior to termination or expiration of this Agreement; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of HEARING OFFICER that are owned by CITY. Subject to the terms of this Agreement, HEARING OFFICER shall be paid compensation for satisfactory rendition of services prior to the effective date of termination. HEARING OFFICER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided. HEARING OFFICER shall complete those hearings that have commenced and where evidence had been presented prior to termination or expiration of this Agreement, and subject to the terms of this Agreement, HEARING OFFICER shall be paid compensation for satisfactory rendition of such services. The requirements of the preceding sentence shall survive expiration or termination of this Agreement.

(c) In the event of termination due to the failure of HEARING OFFICER to satisfactorily render services in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY's damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of HEARING OFFICER, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any termination or expiration of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.

(e) HEARING OFFICER shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event HEARING OFFICER fails to comply with any terms or conditions of this Agreement.

HEARING OFFICER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of HEARING OFFICER and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. HEARING OFFICER shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

6. Indemnification. HEARING OFFICER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, HEARING OFFICER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), to the extent that it arises out of or in connection with the negligence or willful misconduct of HEARING OFFICER in the performance of this Agreement.

If HEARING OFFICER should subcontract all or any portion of the services to be performed under this Agreement, HEARING OFFICER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

7. Insurance. Throughout the life of this Agreement, HEARING OFFICER shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(s) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY's Risk Manager. The required policies of insurance, including minimum limits and endorsements are attached as **Exhibit C**.

8. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY's execution of this Agreement, HEARING OFFICER shall complete a City of Fresno conflict of interest disclosure statement. Said statement is attached hereto as **Exhibit B** and incorporated herein by reference. During the term of this Agreement, HEARING OFFICER shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by HEARING OFFICER on **Exhibit B**.

HEARING OFFICER shall comply, and require any of its subcontractors to comply, with all applicable laws, rules and regulations including, without limitation, professional canons/requirements governing avoidance of impermissible client conflicts and conflict of interest laws, such as the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, HEARING OFFICER shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, HEARING OFFICER and the respective subcontractor(s) are in full compliance with all laws and regulations. HEARING OFFICER shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, HEARING OFFICER shall immediately notify CITY of these facts in writing.

(b) HEARING OFFICER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(c) In performing the services to be provided hereunder, HEARING OFFICER shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the Administrator, if no actual or potential conflict is involved.

(d) In performing the services to be provided hereunder, HEARING OFFICER shall not be employed, managed or controlled by a person whose primary duties are parking enforcement, parking citation, processing, collection or issuance. HEARING OFFICER shall be separate and independent from the citation, collection or processing function.

(e) This section shall survive expiration or termination of this Agreement.

9. Nondiscrimination. HEARING OFFICER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, HEARING OFFICER agrees as follows:

(a) HEARING OFFICER will comply with all laws and regulations, as applicable, providing that no person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) HEARING OFFICER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. HEARING OFFICER shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HEARING OFFICER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause

(c) HEARING OFFICER will, in all solicitations or advertisements for employees placed by or on behalf of HEARING OFFICER, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) HEARING OFFICER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of HEARING OFFICER(S) commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

10. Independent Contractor.

(a) In the furnishing of the services provided for herein, HEARING OFFICER is acting solely as an independent contractor. Neither HEARING OFFICER,

nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which HEARING OFFICER shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that HEARING OFFICER is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between HEARING OFFICER and CITY. Except to the extent otherwise provided in this Agreement, HEARING OFFICER shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, HEARING OFFICER and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. HEARING OFFICER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, HEARING OFFICER shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of HEARING OFFICER(S) employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, HEARING OFFICER may be providing services to others unrelated to CITY or to this Agreement.

11. Notices.

(a) Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

(b) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

12. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

13. Assignment.

(a) This Agreement is personal to HEARING OFFICER and there shall be no assignment by HEARING OFFICER of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by HEARING OFFICER, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) HEARING OFFICER hereby agrees not to assign the payment of any monies due HEARING OFFICER from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(s). CITY retains the right to pay any and all monies due HEARING OFFICER directly to HEARING OFFICER.

14. Compliance With Law. In providing the services required under this Agreement, HEARING OFFICER shall at all times comply with all applicable laws of the United States, the State of California and the CITY, and with all applicable regulations promulgated by the Fresno Municipal Code, as well as federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

16. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

17. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

18. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

19. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

20. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

21. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

22. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

23. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and HEARING OFFICER.

24. Recycling Program. In the event HEARING OFFICER maintains an office or operates a facility(s), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, HEARING OFFICER at its sole cost and expense shall:

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY's Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact CITY's Solid Waste Management Division at (559) 621- 1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

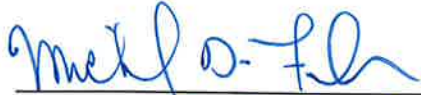
(c) Cooperate with and demonstrate to the satisfaction of CITY's Solid Waste Management Division the establishment of the recycling program in paragraph above and the ongoing maintenance thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

[Name], MICHAEL D. FLORES
[Legal Identity] MICHAEL D. FLORES, ESQ

By: _____
Renena Smith
Assistant City Manager

By: 
Name: MICHAEL D. FLORES
Title: SOLO PRACTITIONER

ATTEST:

YVONNE SPENCE
City Clerk

By: _____
Name: _____
Title: _____

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
City Attorney

Addresses:

CITY:
City of Fresno
Attention: City Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-1153
FAX: (559) 621-7776

HEARING OFFICER:
Michael D. Flores, Esq.
8839 N. CEDAR AVE. PMB 201
FRESNO, CA 93720
Phone: 559-260-5914
FAX: _____

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Conflict of Interest Disclosure Form
Exhibit C - Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

HEARING OFFICER shall perform services, on a nonexclusive basis, up to fourteen days per month, as the City Manager's appointed independent administrative Permanent Hearing Officer pursuant to and subject to Article 4, Chapter 1 of the Fresno Municipal Code, and Vehicle Code Section 40215.

HEARING OFFICER shall immediately notify the City Manager of (i) any specific matter coming before HEARING OFFICER for which HEARING OFFICER must recuse himself/herself from hearing the matter because of a conflict of interest, and (ii) any practical reason why HEARING OFFICER(S) is/are unable to serve. Under such circumstances, the City Manager may appoint a temporary hearing officer to hear the respective administrative hearing(s).

HEARING OFFICER shall sit as the trier of fact and shall rule on questions of law and admissibility of evidence. HEARING OFFICER shall demonstrate the objectivity necessary to conduct a fair and impartial review. Hearing Officer shall apply City policy and the Municipal Code without any bias or reliance on their own values.

HEARING OFFICER shall provide fair and impartial hearings for appeals of CITY-issued administrative citations, orders, decisions or determinations which may involve violations of CITY's zoning or housing regulations; public nuisance abatements; business permit denials, suspensions and revocations, such as taxicab or massage business permits; violations, or denials, of CITY regulatory permits, such as for card rooms, funeral processions or dance halls; and miscellaneous other matters such as dangerous animal determinations, parking citations, debarment of bidders, and certain appeals in the competitive procurement processes of CITY.

HEARING OFFICER shall be responsible for performance of all aspects of conducting the administrative hearings, including related correspondence with appellants and respondents, scheduling of hearings, review and rule on motions, preparation and preservation of the hearing record and the rendering of a decision in each matter, all in accordance with and subject to controlling law and the time frames provided therein.

HEARING OFFICER shall provide his/her own clerical support.

HEARING OFFICER shall conduct hearings in the facility designated and provided by CITY.

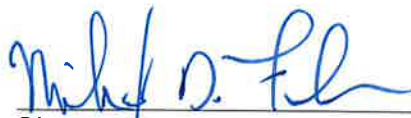
EXHIBIT B

DISCLOSURE OF CONFLICT OF INTEREST

Administrative Hearing Officer(s)
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____



Signature

MICHAEL D. FLORES

(name)

MICHAEL D. FLORES

(company)

8839 N. CEDAR AVE., PMB 201

(address)

FRESNO, CA 93720

(city state zip)

Additional page(s) attached.

(iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event HEARING OFFICER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

HEARING OFFICER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and HEARING OFFICER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) HEARING OFFICER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. HEARING OFFICER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, HEARING OFFICER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, HEARING OFFICER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by HEARING OFFICER shall not be deemed to release or diminish the liability of HEARING OFFICER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by HEARING OFFICER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of HEARING OFFICER, its principals, officers, agents, employees, persons under the supervision of HEARING OFFICER, vendors, suppliers, invitees, Consultant, sub-Consultant, subcontractors, or anyone employed directly or indirectly by any of them.

HEARING OFFICER shall have furnished CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY's execution of the Agreement. HEARING OFFICER shall furnish CITY with copies of the actual policies upon the request of CITY's Risk Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the life of the Agreement or any extension, HEARING OFFICER fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to HEARING OFFICER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

SUBCONTRACTORS -If HEARING OFFICER subcontracts any or all of the services to be