VN# @00015694 CT# E2200361 ACCT: 1001 - 103010 - 723000 - 100 CT AMT: \ \ \$25,000.00 Annual Total

PROFESSIONAL SERVICES RETENTION AGREEMENT

THIS AGREEMENT is made this 6th day of October, 2021, by and between the COUNTY OF SISKIYOU (hereinafter referred to as "County"), and William W. Abbott and the firm of ABBOTT & KINDERMANN, INC., a firm engaged in the practice of law in the State of California, at 2100 Twenty First Street, Sacramento, CA 95818, (hereinafter referred to as "Attorney").

WHEREAS, the County has been served with a Petition for Writ of Mandate and Complaint for Declaratory Relief (Spencer, et al v. County of Siskiyou, et al., Siskiyou County Superior Court, Case No. SSCV PT 21-984), which challenges its use of the common sense exemption and Class 7 and 8 categorical exemptions for adoption of two water-related ordinances; and,

WHEREAS, the County desires to retain outside counsel to represent and defend the County in this matter; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary representation and defense of the County; and,

WHEREAS, Attorney is qualified by education, training, and experience and is competent to perform such services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. <u>Services.</u> Pursuant to this Agreement, Attorney, upon request, shall provide to County specialized legal consulting services based solely upon the County's determination and need for such services. County makes no guarantee or warranty of any nature that any minimum level or amount of services or work will be requested of Attorney by County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Attorney the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Attorney at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

- 2. <u>Term.</u> The term of this Agreement shall commence on September 21, 2021, and shall terminate upon completion of the case, unless terminated earlier pursuant to Paragraph 16.
- 3. <u>Legal Fees.</u> Attorney shall be compensated for such services in a sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00), with the County Counsel to review and audit the billings. Said amount shall not be exceeded without prior approval of the Board of Supervisors. See Exhibit "A" attached hereto for hourly rate(s).

When it appears that the maximum amount payable under this contract may be exceeded, Attorney shall give County Counsel thirty (30) days' notice of such, together with reasons supporting the need for additional funds. The purpose of this notice is intended to avoid the interruption of necessary legal services while allowing the Board of Supervisors to exercise its

discretion in advance of the expenditure of such funds.

4. <u>Costs and Expenses.</u> County shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, and for travel expenses and per diem which Attorney reasonably incurs in providing services and work requested by County pursuant to this Agreement.

Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leave of absence of any type or kind whatsoever.

5. Statement Billing and Payment.

(A) <u>Billing and Payment.</u> Attorney shall submit to County, once a month, an itemized statement of all hours spent by Attorney in performing services and work described in Exhibit "B", which were done at County's request. This statement will be submitted to County as expeditiously as possible. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. This statement will identify the date of which the hours were worked and describe the nature of the work which was performed on each day. Attorney's statement to County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by the Attorney during that period. The itemized statement for travel expenses and per diem will include original receipts for lodging, meals, and other incidental expenses in accordance with County's accounting procedures and rules. Contractor shall be paid within 30 days of County Auditor's receipt of said statement and claim form completed by the department.

(B) Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Attorney under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contracts when it is anticipated that total annual payments to Attorney under this Agreement will exceed One Thousand Four Hundred Ninety-Nine and no/100 Dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Attorney under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. County has no responsibility or liability for payment of Attorney's taxes or assessments.

- (4) The total amounts paid by County to Attorney, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.
- 6. <u>Work Schedule.</u> Attorney's obligation is to perform, in a timely manner, those services which are requested by County. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.
- 7. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Attorney to provide the services must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Attorney at no expense to County. Attorney will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services. Where there is a dispute between Attorney and County as to what licenses, certificates, and permits are required to perform the services, County reserves the right to make such determinations for purposes of this Agreement.
- 8. Office Space, Supplies, Equipment, Etc. Attorney shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Attorney to provide the services under this Agreement. County is not obligated to reimburse or pay Attorney, for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

9. County Property.

- (A) Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Attorney by County pursuant to this Agreement are, and at the termination of this Agreement, remain the sole and exclusive property of County. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession. Attorney will be financially responsible for any loss or damage to such items, partial or total, which is the result of Attorney's negligence.
- (B) Products of Attorney's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. At the

termination of the Agreement, Attorney will convey possession and title to all such properties to County.

10. <u>Workers' Compensation.</u> Attorney shall provide workers' compensation insurance coverage, in the legally required amount, for all Attorney's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Attorney acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Attorney has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Attorney, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage.

11. <u>Insurance.</u>

- (A) <u>General Liability.</u> Attorney shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Attorney under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$100,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Attorney under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insureds" on this policy. Attorney will provide County a copy of the policy and a certificate of insurance showing County as "additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to County.
- (B) <u>Business Auto.</u> If Attorney utilizes a motor vehicle in performing any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Attorney owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to County at least ten (10) days prior to the start of services to be performed by Attorney. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to County.

(C) <u>Professional Liability.</u> If Attorney is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement a professional liability insurance policy with a minimum coverage level of \$1,000,000.00. Proof of such insurance shall be provided to county at least ten (10) days prior to the start of any work by Attorney.

- 12. <u>Status of Attorney.</u> All acts of Attorney, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer--employee relationship or a joint venture. As an independent contractor:
 - (A) Attorney shall determine the method, details, and means of performing the work and services to be provided by Attorney under this Agreement.
 - (B) Attorney shall be responsible to County only for the requirements and results specified in this Agreement and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Attorney in fulfillment of this Agreement.
 - (C) Attorney, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.
- 13. <u>Defense and Indemnification</u>. Attorney shall defend, indemnify, and hold harmless County, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Attorney, or Attorney's agents, officers, or employees. Attorney's obligation to defend, indemnify, and hold County, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Attorney's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Attorney, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Attorney's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Attorney to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Attorney, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

14. Records and Audits.

(A) Records. Attorney shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Attorney shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Attorney may fulfill its obligation to maintain records as required by this paragraph by

substitute photographs, microphotographs, or other authentic reproduction of such records.

- (B) <u>Inspections and Audits.</u> Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Attorney, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Attorney. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 15. <u>Nondiscrimination.</u> During the performance of this Agreement, Attorney, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Attorney and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
- 16. <u>Cancellation.</u> This Agreement may be canceled by County without cause, and at will, for any reason by giving to Attorney thirty (30) days written notice of such intent to cancel. Attorney may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.
- 17. <u>Assignment.</u> This is an agreement for services of Attorney. County has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
- 18. <u>Default.</u> If the Attorney abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Attorney in default and terminate this Agreement upon five (5) days written notice to Attorney. Upon such termination by default, County will pay to Attorney all amounts owing to Attorney for services and work satisfactorily performed to the date of termination.
- 19. <u>Waiver of Default.</u> Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 27 below.
- 20. <u>Confidentiality.</u> Attorney agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Attorney in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Attorney agrees to keep confidential all

such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only with the express written consent of County.

- 21. <u>Conflicts.</u> Attorney agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.
- 22. <u>Post Agreement Covenant.</u> Attorney agrees not to use any confidential, protected, or privileged information which is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with the County, and concerning such, Attorney by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.
- 23. <u>Severability.</u> If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 24. <u>Funding Limitation.</u> The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Attorney of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph 26 (Amendment).
- 25. <u>Attorneys' Fees.</u> If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.
- 26. <u>Amendment.</u> This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.
- 27. <u>Notice.</u> Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Attorney, County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to, the respective parties as follows:

TO COUNTY: County of Siskiyou

Office of the County Counsel

Natalie E. Reed, Assistant County Counsel

P.O. Box 659 Yreka, CA 96097

TO ATTORNEY: William W. Abbott

Abbott & Kindermann, Inc. 2100 Twenty First Street

Sacramento, CA

- 28. <u>Conditions.</u> This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, and shall not be paid for any legal services, except for services provided from and after the execution of this Agreement.
- 29. <u>Entire Agreement.</u> This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ABBOTT & KINDERMANN, INC.

By: William W. Moott 10/6/2021
William W. Abbott (date)

Taxpayer ID No. on file

APRIMED AS TO LEGAL FORM:

Whale keel 10/6/2021

478E0800CD3E475.

Edward J. Kiernan, County Counsel (Date)

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APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)

1001 103010 723000

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$25,000.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

DocuSigned by:

Amenarie Zediker 10/11/2021

Jennie Ebejer, Auditor-Controller (Date)

APPR®₩⊞D AS TO INSURANCE REQUIREMENTS:

Melissa Cummins 10/11/2021

Melissa Cummins, Risk Management

(Date)

EXHIBIT "A

SCHEDULE OF FEES

Attorney shall submit to County periodically, and not less frequently than monthly, a detailed statement of account which clearly sets forth by date the items of work performed, the amount of time (to the nearest 1/10 (0.10) of an hour) spent on each item by each attorney or paralegal who performed the work, and identification of the attorney or paralegal who performed such work and their hourly billing rate under this contract.

Attorney shall be compensated by at the following hourly rates:

Supervising Attorney	William W. Abbott	\$ 390.00
Litigation Counsel	Daniel S. Cucchi	\$ 330.00

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EXHIBIT "B"

SERVICES TO BE PERFORMED

Upon request of County, as set forth herein, to provide representation in the matter of Spencer, et al v. County of Siskiyou, et al.

OP ID: CP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	e te	rms and conditions of th	e polic	y, certain p	olicies may ı			
PRODUCER River Valley Insurance Assoc. 11335 Gold Express Dr., #135	o tile		6-568-1121	CONTA NAME: PHONE (A/C, No	ст Tavia М _{э, Ехі):} 916-56		FAX (A/C, No):	916-5	568-1813
Gold River, CA 95670 Tavia Miller				E-MAIL ADDRE	SS:				
Tavia Willer					INS	JRER(S) AFFOR	DING COVERAGE		NAIC #
				INSURE	R A : Sentine	l Insurance	Co. Ltd.		11000
INSURED				INSURE	RB:				
INSURED Abbott and Kindermann, Inc. 2100 21st Street				INSURE	R C :				
Sacramento, CA 95818				INSURE	RD:				
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COVERAGES CER	TIFIC	ATE	E NUMBER:				REVISION NUMBER:		'
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF II QUIR PERTA POLIC	NSUF EME AIN, CIES.	RANCE LISTED BELOW HAVENT, TERM OR CONDITION THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	ED NAMED ABOVE FOR TO DOCUMENT WITH RESPE	CT TC	WHICH THIS
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							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:							111000010 0011117017100	\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY							PER OTH- STATUTE ER	<u> </u>	
							E.L. EACH ACCIDENT	\$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF THE PROPERTY.							2.2. 3.62.102 1 02.01 2.mm	<u> </u>	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORE	D 101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requir	ed)		
CERTIFICATE HOLDER				CANO	ELLATION				
County of Siskiyou 1312 Fairlane Road				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
P.O. Box 750				AUTHO	RIZED REPRESE	NTATIVE			
Yreka, CA 96097				Jeh	Law				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to the terms and conditions is certificate does not confer rights to the certificate holder in lie				equire an endorsement	. As	tatement on
	DUCER	CONTA NAME:	\CT	<u>,, </u>			
I.	D. Allman, Inc. dba Total HR Insurance Services	PHONE			FAX (A/C, No):		
	730 I Street, Suite 240	E-MAIL	es wenolie	vsupport	@omegacomp.com		
	•	ADDRE			DING COVERAGE		NAIC#
5	acramento, CA 95811	INSUR	ERA: The H		DING GOVERNOE		29424
INSU	RED T	INSUR		artiora			27424
	Abbott & Kindermann, Inc	INSUR					
	2100 21st Street	INSUR					
	Sacramento, CA 95818	INSUR					
	,	INSUR					
COV	/ERAGES CERTIFICATE NUMBER:				REVISION NUMBER:		1
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	CLAIMS-MADE OCCUR				PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
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	POLICY PRO- LOC					\$	
	OTHER:				COMPINED ORIOLE LIMIT	\$	
	AUTOMOBILE LIABILITY				(Ea accident)	\$	
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	(Mandatory in NH) If yes, describe under				E.L. DISEASE - EA EMPLOYEE		,000,000
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks	Schedule, may b	e attached if mor	e space is require	ed)		
A)	ll California Operations						
CEF	RTIFICATE HOLDER	CAN	CELLATION				
	County of Siskiyou 1312 Fairlane Road	THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
	P.O. Box 750	AUTHO	RIZED REPRESE	NTATIVE	104.4440 — MARKET		
	Yreka, CA 96097				L.D. When	, 4	is e



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the policy ertificate holder in lieu of such endors	, cert	ain p	olicies may require an er		•			confer	rights to the
	DUCER		(-)		CONTA NAME:	CT Al He	rnandez			
	Lawyers Pacific Insurance Bro	oker	age,	Inc		o, Ext): (818)		FAX (A/C No)	(818) 576-9206
	18017 Chatsworth Street, #550		.		E-MAIL ADDRE	ss Al@La	awyersPac			,
(Granada Hills, CA 91344 [´]				ADDILL			RDING COVERAGE		NAIC #
	-				INSURF	RA: Arch I				11150
INSU	RED				INSURE					1
	Abbott & Kindermann, Inc.				INSURE					
	2100 Twenty First Street				INSURE					
	Sacramento, CA 95818				INSURE					
					INSURE					
CO	VERAGES CER	TIFI	CATE	NUMBER:				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REFITIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REMENTAIN, TOTAL	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	GENERAL LIABILITY							EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
								GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG		
	POLICY PRO- JECT LOC							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
Α	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
^	AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	_	
	HIRED AUTOS AUTOS							(Per accident)	\$	
	LIMPRELLA LIAR								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	-						AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION							WC STATU- OTH	- \$	
	AND EMPLOYERS' LIABILITY Y / N							TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE		
	DÉSCRIPTION OF OPERATIONS below							\$1,000,000 Per Cl		
Α	Lawyers Professional			11LPL10454406	5	03/15/21	03/15/22	\$3,000,000 Per Cl		
	Liability							\$25,000,000 Aggre	_	
DES	LECTION OF OPERATIONS / LOCATIONS / VEHIC	IFS (Attach A	ACORD 101. Additional Remarks	Schedule	if more space is	required)	\$25,000 Deduction	ile .	
_	w Firm.	(IVI, Additional Nemarks	- Jiiodule	, more space is				
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CE	RTIFICATE HOLDER				CANO	ELLATION				
	unty of Siskiyou							ESCRIBED POLICIES BE O		
_	12 Fairlane Road							EREOF, NOTICE WILL CY PROVISIONS.	DE DE	LIVEKED IN
Ρ.	O. Box 750									
Yr	eka, CA 96097				AUTHO	RIZED REPRESE	NTATIVE			
	,							1/1/2 7	_	
	I				Al Hernandez					

Your policy effective date is March 14, 2021



Page 1 of 6

Information as of January 20, 2021

Total Amount Due for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered Identification Number (VIN) Premium
2018 Audi A3
2015 Toy. Truck Highlander
California Fraud Assessment Fee

Total*

* Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

See the **Important payment and coverage information** section for details about installment fees.

Discounts (included in your total premium)

Anti-theft Good Driver (20%) \$47568VAM**

Multiple Policy \$96466VA**

Driver

Total discounts

Discounts per vehicle

2018 Audi A3			**************************************
Anti-theft Multiple Policy	**************************************	Good Driver (20%) Distinguished Driver	A POR VALUE
2015 Toy. Truc	k Highlander		TM 23.22.
Good Driver (20 Distinguished Driver	%) \$100 men = 120 men = 12	Multiple Policy	. \$42.05

Listed drivers on your policy

William Abbott Tina Thomas

Excluded drivers from your policy

None

Summary

Premium Named Insured(s)
William Abbott, Tina A Thomas
Mailing address
2722 Coleman Way
Sacramento CA 95818-4431

Policy number

Your policy provided by Allstate Northbrook Indemnity Company

Policy period Beginning March 14, 2021 through September 14, 2021 at 12:01 a.m. standard time

Your Allstate agency is **Chandler Agency** 2481 Sunrise Blvd Gold River CA 95670-4385 (916) 852-2060 jchandler@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Page 2 of 6

Renewal auto policy declarations

Policy number:

Policy effective date:

March 14, 2021

Additional interested party

A Certificate of Insurance was sent to: County of Eldorado 360 Fair Lane Placerville, CA 95667-4103

Policy number: Policy effective date:



Page 3 of 6



Coverage detail for 2018 Audi A3

Coverage	Limits	Deductible	WASHING THE PHOP
Automobile Liability Insurance		Not applicable	WOK VARION VARION
Bodily Injury	\$300,000 each person \$500,000 each occurrence		TO DESCRIPTION
Property Damage	\$200,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$250	MOKATABKATH.
Waiver of deductible applies			
Auto Comprehensive Insurance	Actual cash value	\$100	AMOKVAMOKVAM
Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	VANGRVAMSRV
Towing and Labor Costs	Not purchased*	··	
Uninsured Motorists Insurance for Bodily Injury	\$300,000 each person \$500,000 each accident	Not applicable	- ISKANISKAN
Automobile Medical Payments	Not purchased*		
Coordinated Medical Protection	\$10,000 each person	See note below	-AMBRICALIA
Lease/Loan Gap	See Form AU14628-1	Not applicable	- WANGKVAMI"
Sound System	Not purchased*		

(continued)



Policy number:

Policy effective date:

March 14, 2021

Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
Total premium for 2018 Audi A3			AND PERSONAL PROPERTY.

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Note:

Coordinated Medical Protection is excess over other medical insurance. A deductible of \$2,000 per person will apply to you or a resident relative not covered by a primary medical plan.

VIN WAUTPBFF6JA080106

Lienholder

Audi Financial Services (Retail)

Rating information

Your premium is determined based on certain information, including the following:

 This vehicle is driven 3-9 miles to work/school, married person licensed 47 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 7,500 - 7,999. The annual mileage figure applicable to this vehicle for the current policy period is: 7,500 - 7,999.

The following odometer information was used to determine your annual mileage for current policy period:

Odometer Reading: 125

Odometer Reading: 14,909

Date: 06/28/2018

Date: 05/21/2020

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.

Coverage detail for 2015 Tov. Truck Highlander

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	410,555,450KV
Bodily Injury	\$300,000 each person \$500,000 each occurrence		
 Property Damage 	\$200,000 each occurrence		
Auto Collision Insurance Waiver of deductible applies	Actual cash value	\$250	WORVERING VAM
Auto Comprehensive Insurance	Actual cash value	\$100	-VA INTERVALIBRY
Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	- SECAMORY
Towing and Labor Costs	Not purchased*		
			(continued)
			X21 010 054 710120 A301447

Page 4 of 6

Policy number:

Policy effective date: March 14, 2021

Page **5** of 6



Coverage	Limits	Deductible	Premium
Uninsured Motorists Insurance for Bodily Injury	\$300,000 each person \$500,000 each accident	Not applicable	MEALDERMAN
Automobile Medical Payments	Not purchased*		
Coordinated Medical Protection	\$10,000 each person	See note below	KVAMSKVAMOKV
Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2015 Toy. Truck High	lander		WANDER MOKY

^{*} This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Note:

Coordinated Medical Protection is excess over other medical insurance. A deductible of \$2,000 per person will apply to you or a resident relative not covered by a primary medical plan.

VIN 5TDJKRFH2FS156403

Rating information

Your premium is determined based on certain information, including the following:

 This vehicle is driven 0-3 miles to work/school, married person licensed 52 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 16,500 - 16,999. The annual mileage figure applicable to this vehicle for the current policy period is: 16,500 - 16,999.

The required odometer information to calculate your annual mileage for the current policy period was not provided, was illegible, could not be obtained or the most recent odometer reading we received was less than a previous reading.

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.

Additional coverages

Automobile Death Indemnity Insurance	Not purchased*	
Automobile Disability Income Protection	Not purchased*	
Identity Theft Expenses	Not purchased*	

^{*} This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.



Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Automobile Policy AU104-3
- Amendment of Policy Provisions AU14626-1
- California Amendatory Endorsement AU14629-3
- Additional Interest Endorsement (Notice of Policy Cancellation or Change) – AU2334
- Lease or Loan Gap Coverage Endorsement AU14628-1

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ► Your rate is lower because you are insuring multiple cars.
- ➤ Your bill will be sent to you in a separate mailing and will list any payment option(s) available to you. If you are eligible to pay your premium in installments, your first bill will reflect your available payment options, including the option to pay in full or to pay in monthly installments. Please note that any amounts payable for the first renewal bill will not include an installment fee (unless you have an unpaid balance from a previous policy period, in which case the Minimum Amount Due will include an installment fee, or unless you are participating in the Allstate Easy Pay Plan). The following applies to installment payments made after your first renewal bill.

If you decide to pay your premium in installments, there will be a \$3.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$21.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$6.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Allstate Northbrook Indemnity Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

Phil Jelgenhoff
Phil Telgenhoff
President

Susan L. Lees Secretary

from L Lees

Important notices

Policy number: Policy effective date: **Q** March 14, 2021

Page 1 of 2



Reasons for Extension, Cancellation or Nonrenewal

California law requires Allstate to provide you with reasons why your policy may be extended, canceled or nonrenewed or your premium increased.

Allstate may cancel or nonrenew your policy for one or more of the following reasons:

- Nonpayment of premium;
- Fraud or material misrepresentation affecting the policy or the insured; or
- Substantial increase in the hazard we insure against.

In addition, your policy may be nonrenewed or your premium may be increased for any of the following reasons:

- Accident involvement by an insured and whether the insured is at fault in the accident;
- A change in, or addition of, an insured vehicle;
- A change in, or addition of, an insured under the policy;
- A change in the location of garaging of an insured vehicle;
- A change in the use of an insured vehicle;
- Conviction for violating any provision of the Vehicle Code or Penal Code relating to the operation of a motor vehicle;
- The payment made by an insurer due to a claim filed by an insured or a third party;
- Any other reason that is lawful and not unfairly discriminatory.

Accidents and convictions for violating any provision of the Vehicle Code or Penal code relating to the operation of a motor vehicle that occur within the 36-month period ending on the effective date of the policy may lead to an increase of your premium. You have the right to be informed, upon your request, of any increase in premium, in whole or in part, charged to you because of an accident or conviction.

Under certain circumstances, if we fail to send your renewal offer at least 20 days prior to your renewal effective date or if we fail to send your nonrenewal notice at least 30 days prior to the nonrenewal effective date, California law requires us to extend your existing policy term for 30 days from the date the notice is mailed or delivered to you.

Other Uninsured Motorist Coverage Options

Your policy has been issued with the coverages and options you requested. Please refer to the enclosed Policy Declarations to verify that your policy has been issued according to your requests.

However, please be aware that you still have options concerning coverage for damages to your insured auto that you are legally entitled to recover from the owner or operator of an uninsured motor vehicle.

The following options are available for each vehicle under your policy. Please see your Policy Declarations to determine your current coverages for each of your vehicles.

- If your vehicle is insured for Auto Collision Insurance, we are offering a Waiver of your Collision Coverage Deductible to apply when the vehicle is damaged in an accident caused by an uninsured motor vehicle.
- If your vehicle is not insured for Auto Collision Insurance and is insured for Uninsured Motorists Insurance for bodily injury, we are offering you the opportunity to extend your Uninsured Motorists Insurance to cover property damage.
- You still have the option of rejecting either the Waiver of Collision Coverage Deductible or Uninsured Motorists Insurance for property damage, or both coverages.

If a vehicle insured under your policy is damaged by an uninsured motor vehicle and you are legally entitled to recover damages, we will, depending on the coverage you purchase, either:

- Pay the collision deductible on the insured motor vehicle when you have purchased collision coverage, or
- Pay for the damage to the insured motor vehicle when you have not purchased collision coverage but have purchased Uninsured Motorists Insurance for property damage.

Payment shall not include damage to personal property or loss of use of a motor vehicle and shall not exceed the smaller of:

- The amount of the collision deductible,
- The actual cash value of the insured motor vehicle,
- \$3500.

The law also permits you to reject these coverages completely.

If you would like to purchase one of these coverages or make any other changes concerning these coverage options, please call your Allstate Agent.

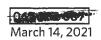
If You Have a Problem with Your Insurance

Please contact your Allstate representative if you have any questions or concerns about your insurance. If a problem arises that you and your Allstate representative are unable to resolve satisfactorily, please call or write to:

Allstate Customer Service
PO Box 660598, Dallas, TX 75266-0598
1-800-ALLSTATE[™] (1-800-255-7828)



Important notices
Policy number:
Policy effective date:



If the problem remains unresolved, you may contact the California Department of Insurance at:

Consumer Services Division
California Department of Insurance
300 South Spring Street, Los Angeles, CA 90013
Consumer Hotline: 1-800-927-4357
Website:

http://www.insurance.ca.gov/01-consumers/101-help/index_cfm

Please contact the Department of Insurance only if you have been unable to satisfactorily resolve the problem with your Allstate representative and with Allstate.

X5126-4

Voluntary Provider Networks

We want to let you know about a program that may be available to you.

If you, or anyone covered under your policy, is injured in a loss covered under your auto policy, a Voluntary Provider Network may be available to you. A Voluntary Provider Network includes a variety of participating medical providers that can treat those injuries.

Voluntary Provider Networks maintain lists of their participating providers. In the event that you experience a loss, your claims representative can provide you with contact information for any participating Allstate networks that may be available in your state at that time.

You are under no obligation to use a medical provider who is a member of one of these networks, and you are free to seek medical services from a provider of your choice. There is no penalty if you choose a provider outside the network. If you are injured and treated by a provider who is a member of one of the participating networks, we may review their bills for covered medical services for re-pricing based on the approved rate for that provider's network.

You do not need to make a choice about these networks at this time. Please keep in mind that using a provider within a network should not be considered a confirmation that you have coverage. This notice is for informational purposes only.

X73469

Important information about the Good Driver Discount

The Good Driver Discount gives a driver the opportunity to receive a discount for having a good driving history.

Depending on your driving experience and information in your driving record, (such as the number of traffic violation convictions or accidents), you could be eligible for a 20% discount on your auto insurance premiums.

Please Note: If a driver is no longer eligible for a Good Driver Discount policy because of the driving safety record or years of driving experience of any other person, the good driver is eligible to purchase a Good Driver Discount policy which excludes such other persons from coverage. If you want to exclude such other persons from your auto policy so that Allstate can offer you the Good Driver Discount policy, please contact your Allstate agent or representative. This change may affect your premium and any discounts currently on your policy.

Questions?

If you think you may qualify, have any questions regarding the Good Driver Discount or your coverage in general, please feel free to contact your Allstate agent or representative.

X73866