



AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
**-ALTERNATIVE DISPUTE RESOLUTION PROGRAM CONTRACT -**  
**(Business & Professions Code Sections 465, et seq)**  
**2002-2003**

**THIS AGREEMENT** (hereinafter Agreement) is made by and between the **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California (hereinafter County) and **COMMUNITY MEDIATION PROGRAM of SANTA BARBARA COUNTY**, having its place of business at 330 East Carrillo Street, Santa Barbara, California (hereinafter Contractor); wherein Contractor agrees to provide and County agrees to accept the services specified herein.

In consideration of the mutual covenants and conditions contained herein, the parties agree:

**1. DESIGNATED REPRESENTATIVES.**

**GARY M. BLAIR**, Trial Courts Executive Officer and ADR Coordinator, 1100 Anacapa Street, P.O. Box 21107, Santa Barbara, California 93102-1107, phone number 805/568-3150 is the representative of County, and will administer this Agreement for and on behalf of County. **JEANIE CLASS**, CMP Program Director, 330 East Carrillo Street, Santa Barbara California 93101, phone number 805/963-6765 is the representative for Contractor. Changes in representatives shall be effective only upon written notice to all parties.

**2. NOTICES.**

Any notice or consent required or permitted under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered to:

COUNTY: Gary M. Blair, Trial Courts Executive Officer, ADR Coordinator  
1100 Anacapa Street  
P.O. Box 21107  
Santa Barbara, California 93102-1107

CONTRACTOR: Jeanie Class, Program Director  
Community Mediation Program  
330 East Carrillo Street  
Santa Barbara, California 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U. S. mail.

**3. TERM.**

Contractor shall commence performance on **July 1, 2002**, and end performance upon completion of all requirements of this Agreement, except as may otherwise be authorized by County or required by termination of the Agreement. The term of this contract is for a twelve-month period ending **June 30, 2003**. County may extend said contract for additional periods, following the expiration of the initial term, subject to all the terms and conditions of this Agreement and of any subsequent amendments thereto.

**4. SCOPE OF SERVICE.**

Contractor agrees to provide services to County in accordance with the **Contractor's Proposal**, and with related Contractor and Court responsibilities as set forth in *Program Policies and Service Priorities*, which is "**Exhibit A**" to this Contract, each of which are incorporated herein by this reference.

**5. COMPENSATION OF CONTRACTOR.**

Contractor shall be paid for performance under this Agreement in accordance with the terms of *Contractor Compensation and Billing*, which is "**Exhibit B**" to this Contract and which is incorporated herein by this reference.

**6. INDEPENDENT CONTRACTOR STATUS.**

Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of County. Contractor understands and acknowledges that neither Contractor nor any of its sub-contractors or employees shall be entitled to any of the employment benefits of County employees, nor to any deduction or withholding of taxes or other payments applicable to employee status.

**7. PAYMENT OF TAXES.**

County shall not be responsible for paying any taxes on Contractor's behalf, and Contractor shall promptly make any and all required tax payments and assessments in its own behalf, holding County harmless from payment thereof. Should County be required by state, federal or local taxing agencies to make any such payments related to services under this Agreement, Contractor agrees to promptly reimburse County for the full value of such payments, plus any interest and penalties imposed. These include, but are not limited to: FICA (Social Security), income taxes; unemployment disability, and workers' compensation insurance.

**8. INDEMNIFICATION AND INSURANCE.**

Contractor shall agree to defend, indemnify and save harmless the County and to procure and maintain insurance in accordance with the provisions of *Indemnification and Insurance Provisions*, which is "**Exhibit C**" to this Contract and which is incorporated herein by this reference.

**9. PERFORMANCE STANDARDS, CAPABILITIES, AND LICENSES.**

Contractor represents that it has the resources, skills, expertise, licenses and permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession or business in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the standards of quality customary within Contractor's business or profession. Contractor shall correct or revise any errors or omissions, at County's request, and without additional compensation.

Any required permits and/or licenses shall be obtained and maintained by Contractor without additional compensation for any cost of licensing or maintaining licenses.

**10. COUNTY ASSISTANCE.**

County shall provide all information reasonably necessary to assist Contractor in performing the services provided herein, to the extent that such information is readily available.

**11. NONDISCRIMINATION.**

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set forth herein. Contractor agrees to comply with provisions of that ordinance.

**12. CONFLICTS OF INTEREST.**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that, in the performance of this Agreement, no person having any such interest will be employed by Contractor, or used as a sub-contractor for performance of services herein.

**13. OWNERSHIP OF DOCUMENTS.**

County shall be the owner of the following items incidental to this Agreement: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents, from the time of collection and/or production, and whether or not performance under this Agreement is completed or terminated prior to completion; but with the exception of any documents or information required to be maintained by Contractor on a confidential basis, by Federal or California statute or regulation. Contractor shall not release any materials under this section except after prior written approval of County. No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country, except as determined at the sole discretion of County. County shall have the unrestricted authority to publish, disclose, distribute and otherwise use in whole or in part, any reports, data, documents or other materials collected or prepared and provided to County under this Agreement.

**14. RECORDS, AUDIT AND REVIEW.**

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's business or profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours, or upon reasonable notice.

**15. NONEXCLUSIVE AGREEMENT.**

Contractor understands that this is not an exclusive Agreement, and that County shall have the right to negotiate with and enter into contracts with, others providing the same or similar services as those provided by Contractor, at County's sole discretion.

**16. ASSIGNMENT.**

Contractor shall not assign any of its right nor transfer any of its obligations under this Agreement, without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect, and shall constitute grounds for termination of the Agreement.

**17. TERMINATION BY COUNTY.**

County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein:

**A. For Convenience.** County may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

**B. For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to County, within twenty (20) days of receipt of notice, all data, estimates, graphs, summaries, reports and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, with the exception of any information required to be kept from County by Contractor on a confidential basis, pursuant to Federal or California statute or regulation.

**18. TERMINATION BY CONTRACTOR.**

Should County fail to pay Contractor all or any part of the payment set forth in "Exhibit B", Contractor may, at Contractor's option, terminate this agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

**19. PAYMENT ON TERMINATION.**

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder, less any payments previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement, nor for any unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative, and shall not affect any right or remedy which County may have in law or equity.

**20. SECTION HEADINGS.**

The headings of the sections of this Agreement, and the titles or headings of any exhibits or table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the Agreement.

**21. SEVERABILITY.**

If any one or more of the provisions contained in this Agreement be, for any reason, held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be deemed severable from the remainder of the agreement. Any such invalidity, illegality or unenforceability of any provision shall not affect any other provision, and this Agreement shall be construed as if such provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law, in equity, or otherwise.

**23. TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT.**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

**25. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against

Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

**28. CALIFORNIA LAW.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement shall be filed in the County of Santa Barbara, if jurisdiction is in State court, or in the District Court nearest to Santa Barbara County, if in Federal Court.

**29. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY FOR AGREEMENT.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons or firms represented or purported to be represented by such entity(ies) or person(s), or firm(s); and that all formal requirements necessary or required by any state and/or federal law in order to enter into this agreement have been fully complied with. Furthermore, by entering into this Agreement Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

**31. PRECEDENCE.**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.**

**AGREEMENT, County of Santa Barbara and Contractor, *Community Mediation Program of Santa Barbara County.***

**ATTEST  
CLERK OF THE BOARD**

**COUNTY OF SANTA BARBARA;**

By \_\_\_\_\_  
**Chair, Board of Supervisors**

BY \_\_\_\_\_  
**Deputy**

Date: \_\_\_\_\_

**CONTRACTOR  
*Community Mediation Program of Santa Barbara County,***

BY \_\_\_\_\_  
**Soc Sec or Tax ID Number** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM  
STEPHEN SHANE STARK  
County Counsel**

By \_\_\_\_\_  
**Deputy County Counsel**

**APPROVED AS TO ACCOUNTING FORM  
ROBERT W. GEIS, CPA  
Auditor-Controller**

By \_\_\_\_\_  
**Deputy**

**APPROVED AS TO FORM  
JOHN FORNER, Risk Management**

By \_\_\_\_\_

## EXHIBIT A

**The attached Proposal of Contractor for services is incorporated in this Exhibit and in the Agreement within which this Exhibit is incorporated; with the additional provisions, conditions and exceptions as set forth below, which shall have precedence over the Proposal.**

### **- Program Policies and Service Priorities for this Contract -**

It is the goal of the County of Santa Barbara and the Dispute Resolution Programs Committee, when recommending and awarding DRPA funds, to promote the use of conflict management and dispute resolution skills throughout the County. The priorities for the disbursement of **2002-2003** DRPA funds in Santa Barbara County, and for services provided by contracting DRPA service providers, are as follows:

1. Providing low-cost dispute resolution services at the earliest possible point in conflicts, to increase community peace and to minimize the destructive potential of disputes; developing and utilizing a trained resource group of community volunteers for this purpose. Early intervention shall be encouraged by systematic outreach to public and private service agencies that typically encounter disputes. Disputes that are resolved as early as possible minimize the cost to the community in time, resources, and community cohesion. Accordingly, contractors shall take all reasonable steps to promote the use of DRPA-funded services before disputes consume substantial resources from other entities, including public agencies and private organizations. An emphasis shall be placed on minimizing the costs of individual DRPA mediations, which shall not exceed the cost for similar services available elsewhere in the County and State.
2. Providing early, effective and low cost dispute resolution services to individuals, business groups public agencies and other organizations, for settlement of cases already filed in the Courts.
3. Promoting and advocating the use of early and cost-effective dispute resolution services. Continuous community outreach and education shall be provided by Contractor, including radio, television, and print media exposure as well as promotional efforts through various community organizations and their newsletters. Public agencies and private organizations are to be aggressively and continuously solicited for receipt of dispute resolution services, and then served by Contractor. These shall include but are not limited to: government agencies and functions such as animal control, police, sheriff, county planning, city and county attorneys, and public schools; and private organizations such as bar and trade associations, industry, employers and employee groups, civic service clubs and community advocacy organizations; as well as any and all other public or private organizations that interact with citizens having potential conflicts that might be best resolved with community involvement.
4. Teaching conflict management skills to as many individuals as possible; promoting and teaching the skills necessary for individuals to resolve disputes on their own. It shall be the goal of fund recipients / contractors to train a broad cross-section of the community in conflict management skills and, in turn, to further develop these community volunteers into skilled trainers themselves. Through face-to-face interaction between disputants, parties in conflict learn to resolve disputes. In training volunteer community mediators to model appropriate conflict management skills, it is expected that disputants will then leave the mediation experience with a greater ability to peacefully handle their own future conflicts without professional intervention.



## **-Community Mediation Services and Activities-**

Contractor shall meet the following specific requirements, except as may subsequently be agreed in writing between Contractor and the Dispute Resolution Committee:

### 1. CONFLICT RESOLUTION SERVICES

Provide countywide, community-based, conflict resolution services, including:

- a. Maintenance of contractor offices and staff in both the north and south regions of the County. Availability of these services, countywide, is essential to continued funding. Contractor's offices shall be open during regular business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday. Volunteer student interns may be recruited to assist in staffing the community offices. Telephones shall be answered by staff or volunteers during regular office hours. Voicemail service shall be maintained after hours, and during those times when staff is not available.
- b. An intake and case development process for information, case review and referral or recommendation of the most appropriate dispute resolution process, providing: (1) referral of those cases not appropriate for these dispute resolution services to an appropriate resource, (2) conciliation services to one or more than one party to assist in self-resolution of the dispute, and (3) face-to-face, multi-party, community mediation.
- c. Provision of an average of six (6) to eight (8) community mediations per month in the south region of the county, and an average of three (3) to (6) in the north region of the county. This anticipates a total mediation caseload of between one hundred and eight (108) and one hundred and sixty eight (168) mediations for FY 2002/2003. These are minimum objectives, and a further objective is to increase mediation activity in north county, providing approximately equivalent services in both regions of the county.
- d. Mediations conducted by trained neutral panels of volunteer and staff mediators, selected to suit the needs of each case, according to best practices in this field.

### 2. ADVOCACY AND OUTREACH

Conduct vigorous community outreach, program advocacy and marketing, in an effort to recruit volunteers and to develop cases, including:

- a. An average of four (4) presentations per month to private businesses; civic organizations and governmental agencies, including: chambers of commerce, social welfare organizations, trade groups, property owners/managers, and any other groups that may make referrals to Contractor. In selecting groups for these presentations, priority shall be given to organizations that have not been previously addressed.
- b. Distribution of periodic press releases (or articles) and public service announcements to appropriate local media, followed by telephone calls to individuals in news organizations, if determined necessary to improve the chances of coverage. Such releases, articles and announcements shall strive for originality and creativity, and to avoid repetition and redundancy. Copies of such releases, articles and announcements, along with a list of the media outlets utilized, shall be maintained by Contractor and provided to the County ADR Coordinator at the time of distribution to media.

- c. Quarterly telephone contact, and at least one annual meeting, with decision makers in the District Attorney's office (both north and south county offices), the police departments of all cities within Santa Barbara County, the sheriffs department, planning, animal control and other appropriate city and county departments; in order to determine the service needs of these agencies, and to advocate dispute resolution referrals to Contractor.
- d. One (1) annual fundraiser and one (1) annual "open house", designed to increase public awareness of Contractor's services, and to raise funds to support Contractor's dispute resolution programs.

### 3. TRAINING AND DEVELOPMENT

Train a broad cross-section of the community in mediation and conflict management skills, and provide volunteer opportunities for trained individuals to refine their skills and to become trainers in those skills, including:

- a. A minimum of two (2) training sessions per year, one (1) conducted in the north region of the county and one (1) in the south region of the county.
- b. Thirty (30) people shall be trained each year in basic mediation skills. The course shall be a minimum of twenty-five (25) hours long, and shall meet the requirements of the California DRPA guidelines for training mediators. Trainees shall be solicited from all parts of the County, and priority shall be given to training individuals in areas of the county historically under-served (i.e., North Santa Barbara County).
- c. Community members shall be recruited as volunteer mediators, who may receive training scholarships in exchange for a volunteer commitment to Contractor's dispute resolution program. Recruitment efforts shall be designed to ensure that a roster of trained volunteers is always available to mediate client disputes and to provide other volunteer assistance to Contractor.
- d. Contractor shall provide continuing education activities for trained mediators, to ensure the evolution of skill levels. This shall include Intermediate, Advanced and "Trainers in Training" education, and also include an opportunity for mediators to expand skills into supervisory and training roles, as appropriate.

#### **- Court-related Services and Activities -**

- 1. Maintain Civil Harassment/TRO, Adult and Juvenile Restorative Justice Project programs as proposed and as previously established.
- 2. Provide sufficient numbers of mediators to the Superior Court Divisions, for Civil Harassment / Temporary Restraining Order mediation, Misdemeanor mediation, and Juvenile Restorative Justice Project programs, as required by the needs of the Court.
- 3. Continue to provide Small Claims Court mediation program, as proposed and as previously established; with the exception that the Dispute Resolution Committee reserves the right to establish comparative priorities between this and other Court-related and other services of Contractor, and to either require or suspend Contractor's Small Claims mediation services.

**- Development of Outside Sources of Revenue -**

1. It shall be a priority of Contractor, as part of their contractual obligation, to seek additional revenue by offering fee-based mediation, conflict management consulting, and training programs to individuals, governmental agencies, and private businesses or organizations.

**- Program Administration; Records and Reporting -**

1. Contractor shall maintain all client and trainee records in a database or other suitable computer record. This data must be current at the end of each quarter, and a declaration stating that it is up-to-date shall be provided to the ADR Coordinator in the quarterly report.
2. Contractor shall track and record the number of conflict resolution mediation activities conducted, by type or category of dispute, including the type of service provided and the outcome, as well as client evaluations of the services provided.
3. Contractor shall track and record the number of advocacy and outreach activities conducted, by region of the county, along with the outcomes of those efforts.
4. Contractor shall track and record the number of training and development activities conducted, by region of the county; including the number of mediators trained, the number of volunteer and other mediators added or deleted from the mediator panel, and trainee evaluations of the training.
5. Contractor shall provide the ADR Committee with a detailed report of services and budget status at the beginning of each quarter, unless the ADR Coordinator provides written permission for less frequent reporting, which shall not be less frequent than semi-annual.
6. Contractor shall meet regularly with the ADR Administrator or Coordinator, or with any designated Program Oversight Subcommittee of the Dispute Resolution Committee; and shall report, explain and discuss the current status of the following aspects of the Contractor's dispute resolution program, in addition to any other information that may be requested:
  - a. Status, and any changes or trends, in number of trainees, volunteer recruitment, and size of panel of trained and available mediators.
  - b. Success of collaboration with potential client public agencies and private organizations.
  - c. Number of training sessions for community youth, in conflict resolution skills.
  - d. Any improvements or changes in Contractor's case-management tracking system.
  - e. Degree of compliance with all requirements of DRPA, and any variances.
  - f. Any perceived problems or concerns of Contractor in performing under this Contract.

**- Dispute Resolution Committee / County Responsibilities -**

1. Monitor Contractor for contract compliance.
2. Offer direction, information, and assistance to Contractor where appropriate.
3. Provide payments to Contractor in accordance with EXHIBIT B.
4. Otherwise support and supervise Contractor to ensure appropriate and successful Dispute Resolution services in Santa Barbara County.

## **EXHIBIT B**

### **Contractor Compensation and Billing**

1. Contractor is being awarded a total of \$70,000. for fiscal year 2002-2003, as consideration for the Contractor's obligations under this contract. This amount is payable in quarterly payments.
2. It is agreed that Contractor will provide monthly budgets and reports to the Dispute Resolution Committee at the beginning of each month, so that the Committee may monitor contract compliance. Upon application of Contractor, and upon approval by and at the sole discretion of the Committee, quarterly budgets and reports, with monthly detail, may be substituted for the monthly reports.
3. Upon each properly submitted budget and report, the County will provide payment to Contractor for an amount not to exceed \$17,500. quarterly, within 30 days of Contractor's submission.
4. Payment No Approval of Performance: County's failure to discover or to object to any unsatisfactory work, incorrect billings, accountings or other Contractor reports, prior to payment being made to Contractor, will not constitute a waiver of County's right to require Contractor to correct such work, billings, accountings or reports, or to seek any other legal remedy.

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**INDEMNIFICATION**

**Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out or in connection with this Agreement.

**Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out the negligent performance or attempted performance of the provisions hereof; including any errors or omissions or any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out or in connection with this Agreement.

**INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises, operations and completed operations of CONTRACTOR and shall include contractual liability coverage for this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COUNTY has been added as an additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**for contracts REQUIRING professional liability and Crime insurance**  
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for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only". If the policy providing Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per claim and in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing Professional Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.
4. **Crime Insurance.** Crime shall include coverages for employee dishonesty, forgery and theft, disappearance and destruction with limits in the amount of at least \$1,000,000 per occurrence. The insurance shall cover all CONTRACTOR'S employees, officers, and agents.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain at current certificate(s) of insurance all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with concurrence with County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any modification of this Agreement and such change of provisions will be in effect for the term of the revised Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.