



Agreement # \_\_\_\_\_

## AGREEMENT TO PROVIDE SERVICES

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT, having its principal place of business at 2975 Mission Drive, Solvang, CA 93463 (hereafter DISTRICT) wherein COUNTY agrees to provide and the DISTRICT agrees to accept and pay for the services specified herein.

**WHEREAS**, the DISTRICT has requested the COUNTY, through its Sheriff's Office, to assist in the provision of necessary law enforcement services pursuant to a contractual agreement; and,

**WHEREAS**, the COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement assistance on a cost reimbursement basis pursuant to contractual agreement; and

**WHEREAS**, pursuant to Government Code 6502, the COUNTY, via its Board of Supervisors is willing to enter into a contract on behalf of the Sheriff, to provide supplemental law enforcement services to the DISTRICT in order to assist the DISTRICT in maintaining the safety and security of the specified DISTRICT campuses and promoting a healthy learning environment for its students.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Superintendent Andrew Schwab at phone number (805) 688-6487 x3570, is the authorized representative for the DISTRICT. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Contract Services Bureau, Santa Barbara County Sheriff's Office,  
4434 Calle Real, Santa Barbara CA 93110

To DISTRICT: Andrew Schwab, Superintendent, Santa Ynez Valley Union High School  
District, 2975 Mission Drive, Solvang, CA 93463

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. **SCOPE OF SERVICES.** COUNTY agrees to provide services to the DISTRICT in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** COUNTY shall commence the provision of services on August 1, 2023, and shall complete services on June 30, 2024, unless earlier terminated pursuant to paragraph 12. The parties may extend the Agreement a maximum of two (2) periods from August 1, 2024 to June 30, 2025 referred to as the "First Extension", and a second term from August 1, 2025 to June 30, 2026 referred to as the "Second Extension".

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

6. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform the services required under this Agreement. Accordingly, COUNTY shall perform services in the manner and according to the standards observed by a competent practitioner of the same profession.

7. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. No transfer of ownership of equipment from COUNTY to the DISTRICT shall occur as a result of this contract.

8. **INDEMNIFICATION AND INSURANCE.** The DISTRICT shall agree to the indemnification and insurance provisions of Exhibit C, attached hereto and incorporated herein by reference.

9. **NONDISCRIMINATION.** COUNTY hereby notifies the DISTRICT that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and the DISTRICT agrees to comply with said ordinance. Neither the DISTRICT nor the COUNTY shall discriminate against any individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, gender identity, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics when fulfilling duties under this Agreement.

10. **NONEXCLUSIVE AGREEMENT.** The DISTRICT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

11. **ASSIGNMENT.** The DISTRICT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. The COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **12. TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to DISTRICT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of the DISTRICT to fulfill the obligations herein.

1) For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written

notice. Following notice of such termination, COUNTY shall promptly cease work and notify DISTRICT as to the status of its performance.

- 2) For Cause. Should the DISTRICT default in the performance of this Agreement, materially breach any of its provisions, or violate any law, rule, regulation, or ordinance, including District rules and regulations, COUNTY may, at COUNTY'S sole option, terminate this Agreement, after the other party is given written notice of such breach or violation and ten (10) days to cure, terminate this Agreement by written notice, which shall be effective upon receipt by the DISTRICT.

B. By DISTRICT. DISTRICT may, by written notice to COUNTY, terminate this Agreement in whole or in part at any time, whether for DISTRICT'S convenience or because of the failure of the COUNTY to fulfill the obligations herein.

- 1) For Convenience. DISTRICT may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, COUNTY shall promptly cease work and notify DISTRICT as to the status of its performance.
- 2) For Cause. Should the COUNTY default in the performance of this Agreement, materially breach any of its provisions, or violate any law, rule, regulation, or ordinance, including District rules and regulations, DISTRICT may, at DISTRICT'S sole option, terminate this Agreement, after the other party is given written notice of such breach or violation and ten (10) days to cure.

Notwithstanding any other payment provision of this Agreement, the DISTRICT shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made.

13. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

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

15. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to either Party 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 or in equity or otherwise.

16. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

17. 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. No delay or omission of DISTRICT 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 DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

18. **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 Sheriff Bill Brown on behalf of COUNTY and Superintendent Andrew Schwab on behalf of DISTRICT, only as it relates to extensions of the term of the Agreement as set forth in Section 4. Term or as it relates to an amendment to this Agreement relating to salary changes as set forth in Exhibit B, subdivision 2, subsection (B), 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 estoppels.

19. **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.

20. **COMPLIANCE WITH LAW.** The DISTRICT shall, at their 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 the DISTRICT in any action or proceeding against the DISTRICT, whether COUNTY be a party thereto or not, that the DISTRICT has violated any such ordinance or statute, shall be conclusive of that fact as between the DISTRICT and COUNTY. The COUNTY shall, at their 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 the COUNTY in any action or proceeding against the COUNTY, whether DISTRICT be a party thereto or not, that the COUNTY has violated any such ordinance or statute, shall be conclusive of that fact as between the DISTRICT and COUNTY.

21. **CALIFORNIA LAW.** The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

22. **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.

22. **AUTHORITY.** 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), 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, the COUNTY and DISTRICT hereby warrant that they shall not have breached the terms or conditions of any

other contract or agreement to which the COUNTY or DISTRICT is obligated, which breach would have a material effect hereon.

23. **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.

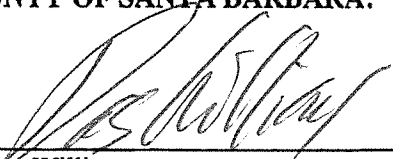
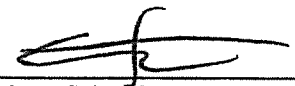
//

//

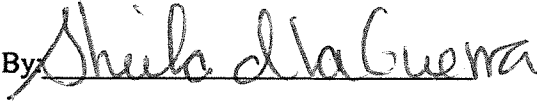
//

Agreement between, the SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT and the SANTA BARBARA COUNTY SHERIFF'S OFFICE regarding contracted law enforcement services as approved by the following parties:

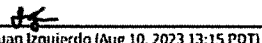
IN WITNESS WHEREOF, the parties have executed this Agreement, effective to a term pursuant to paragraph 4.

<p><b>COUNTY OF SANTA BARBARA:</b></p> <p>By: <u></u>  Das Williams  Chair, Board of Supervisors</p> <p>Date: <u>11-7-23</u></p>	<p><b>SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT:</b></p> <p>By: <u></u>  Andrew Schwab  Superintendent</p> <p>Date: <u>8-8-23</u></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------


**ATTEST:**  
Mona Miyasato  
County Executive Officer

By:   
Date: 11-7-23

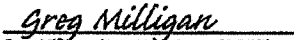
**APPROVED AS TO ACCOUNTING FORM:**  
Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
By: Juan Izquierdo (Aug 10, 2023 13:15 PDT)  
Deputy  
Date: \_\_\_\_\_


**RECOMMENDED FOR APPROVAL:**  
Sheriff Bill Brown  
Sheriff's Office

By:   
Date: 8-16-23

**APPROVED AS TO FORM:**  
Greg Milligan, ARM

By:   
By: Greg Milligan (Aug 10, 2023 09:55 PDT)  
Risk Manager  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Rachel Van Mullem  
County Counsel

By:   
By: Paul Lee (Aug 10, 2023 09:54 PDT)  
Deputy County Counsel  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **1. School Resource Deputy (SRD)**

- A. The COUNTY agrees to provide a Sheriff's Deputy, Special Duty in the capacity and role of a School Resource Deputy (SRD) for the Santa Ynez Valley Union High School District.
- B. If the DISTRICT so desires, the COUNTY will afford the DISTRICT a reasonable opportunity to participate in the selection of COUNTY personnel that will be assigned to provide the SRD services to the DISTRICT. Insofar as it is both legal and consistent with COUNTY policies, the COUNTY will reasonably accommodate the DISTRICT's desire relating to the type and manner in which SRD services are provided to the DISTRICT.
- C. The SRD will work a 40-hour work week during the 36 weeks of the school year totaling 1,440 hours for the school year. The SRD will be scheduled to work during normal school hours but may need to occasionally adjust his/her hours to meet the needs of the DISTRICT or the COUNTY. When the DISTRICT campuses served by the SRD are on a break that meets or exceeds one week in length (not including paid holidays) and the DISTRICT does not require SRD services, the SRD will be reassigned to perform countywide patrol duties during these timeframes. The DISTRICT further recognizes that the assigned SRD is afforded various forms of paid temporary short-term leave (including, but not limited to vacation, holidays, sick time and POST/Sheriff's Office mandated training) and will not be present on the campuses when he/she utilizes these leaves, and that the COUNTY will not be providing backfill coverage of the SRD position during these periods of temporary/short-term leave. With the exception of the aforementioned temporary/short-term leaves, in the event the assigned SRD becomes unable or unavailable to perform the duties outlined within this contract, the COUNTY will assign deputy sheriff personnel to provide the services outlined within this Agreement.
- D. The DISTRICT understands the assigned SRD may, on occasion, be temporarily diverted from the school campuses as deemed necessary for law enforcement services in the immediate area, including but not limited to emergency calls for service. The DISTRICT will not be charged for the time the SRD spends attending to COUNTY law enforcement activities/ investigations that are not related to the SRD function.
- E. The DISTRICT agrees to provide the SRD with a private office, landline phone, desk, chair, storage cabinet, radio, computer, monitor, keyboard, printer access, paper and other office supplies as needed for use in carrying out his/her duties. The DISTRICT also agrees to provide the SRD access to student data electronically with any appropriate rights as determined by the administration and the SRD. The SRD shall not inspect or copy confidential student records outside the scope of the SRD's service, including any record related to a student's immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

#### **2. Special Event Law Enforcement Services**

- A. In addition to the foregoing, the COUNTY agrees to provide special event law enforcement services for the DISTRICT for various special events, including but not limited to athletic, business,

graduation and/or entertainment events during the term of this agreement. The Santa Ynez Valley Union High School District is currently comprised of two (2) high schools: Santa Ynez Valley Union High School and Refugio High School.

- B. Written notice will be presented to COUNTY by the DISTRICT for specific personnel requests, preferably thirty (30) days in advance of the special event. Untimely requests are subject to inability to accommodate the request. Deputies will be scheduled outside of their regular work calendar to serve supplemental security requests. If the event is cancelled by the DISTRICT, a written notice from the DISTRICT to the COUNTY must be received within twenty-four (24) hours prior to the event in order to avoid a two-hour minimum charge per deputy scheduled. If deemed necessary to carry out the duties assigned to the Sheriff's Office, personnel and/or equipment may be added by written notification to the designated representative of the DISTRICT.
- C. Additionally, in the unlikely event that additional Sheriff's Deputies are requested to respond to a special event for additional assistance, the DISTRICT will be charged for such resources at the current Sheriff's Volunteer Response (SVR) rate of the responding personnel. The COUNTY will provide the DISTRICT with quarterly, itemized invoices with appropriate supporting documentation of expenditures attached to each invoice.

**3. Rendition of Services**

The rendition of services to be performed by COUNTY under this Agreement, including the standards of performance, the discipline of all Sheriff's Office personnel and the control of all Sheriff's Office personnel employed under the Agreement shall be under, and remain under, the ranking Sheriff's Office officer assigned. No exemptions and exceptions to the services are to be performed.

//

//

//



## **EXHIBIT B**

### **PAYMENT METHODOLOGY**

This Exhibit outlines the method of calculation to be used for the costs, and the billing and payment processes to be followed under this Agreement. Exhibit B, Table 1, below outlines the actual annual costs for the SRD.

1. **Compensation.**
  - A. **Initial Compensation.** The compensation to be paid by the DISTRICT to the COUNTY for General Law Enforcement Services under this Agreement for the County fiscal year beginning July 1, 2023 is described in subparagraph B below. The calculation will be performed to amend the cost of compensation as described in Exhibit B, Paragraph 2.
  - B. **Compensation Formula.** Table 1 within Exhibit B includes the estimated costs of services for the DISTRICT. As described within Exhibit B, Paragraph 2, subparagraph A, the DISTRICT will be billed for the actual hours (and resulting costs) of services provided to the DISTRICT by the COUNTY.
  - C. **Overhead.** DISTRICT will not be responsible for, nor will it be billed for the costs of any of the Sheriff's Office indirect costs or Countywide overhead. COUNTY shall not charge DISTRICT for any service or function performed by the COUNTY attributable to services provided or required by law to be provided to the entire COUNTY, such as, for example, Custody, or Coroner services.
2. **Compensation Procedure.**
  - A. **Payment Process.** COUNTY shall invoice the DISTRICT on the first day of each month for an amount which represents actual cost of providing the services in this Agreement. The DISTRICT shall make full payment of this invoice no later than the 25<sup>th</sup> of the same month in which the Invoice was received. DISTRICT'S payment may be made by check made payable to "Santa Barbara County Sheriff's Office" and delivered via mail or in person to the COUNTY'S designated representative or by electronic transfer to an account that will be provided by Santa Barbara County Sheriff's Business Office. If payment is not received by the COUNTY within 30 days of the due date set forth herein, COUNTY may charge the DISTRICT interest on the unpaid amount until paid. Said interest shall be assessed at the COUNTY'S pooled interest rate in effect at the time. If invoices submitted for payment contain errors, DISTRICT shall review and return said invoices to COUNTY for correction. The thirty (30) day period for processing said invoice re-starts upon the date of the submitted corrected invoice(s).

B. **Salary Changes.** The DISTRICT acknowledges that the compensation rates for COUNTY employees may also change at any time during the term of this Agreement as the result of the collective bargaining process and the adoption by the COUNTY of its Personnel and Salary Ordinances and Resolutions. DISTRICT shall be notified in writing as soon as possible and no later than thirty (30) days after the formal adoption of any Personnel and Salary Ordinance or Resolution that changes the compensation levels of employees assigned to provide services under this Agreement. Along with this notification, DISTRICT shall be provided a written detailed summary of the cost differences arising from the changes to the COUNTY'S personnel costs. DISTRICT and COUNTY shall then meet as soon as possible, and shall make every reasonable effort to address the increased costs and their impact on DISTRICT's budget, including potential changes to service levels. The parties shall prepare and execute a written amendment to this Agreement.

**TABLE 1:**

This table outlines the estimated costs for which the DISTRICT will be responsible under this Agreement:

**Santa Ynez Valley Union High School District**

**School Resource Deputy**

**Summary - FY 2023/24**

**Hours Purchased: 1,440**

<b>Patrol Costs</b>	<b>Hourly Rate</b>	<b>Total Agreement Amount</b>
<b>SRD S&amp;B Cost</b>	<b>\$108.27</b>	<b>\$155,909</b>
<b>Contract Service Bureau Cost</b>	<b>\$8.90</b>	<b>\$12,816</b>
<b>Indirect Rate</b>		<b>Excluded</b>
<b>Cost Inflation</b>		<b>Included</b>
<b>Total Deputy S&amp;B</b>		<b>\$168,725</b>

//

//

//

## EXHIBIT C

### SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

#### Indemnification

- A. Indemnification by DISTRICT. DISTRICT shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, elected officials, employees and volunteers, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY lawfully enforces District policies that are later deemed or declared unlawful, unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of DISTRICT, and DISTRICT'S Board members, officers, agents, employees, and volunteers.
- B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold DISTRICT, and DISTRICT'S Board members, officers, employees, and volunteers harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance, or constitutional provisions, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials, employees and volunteers, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.
- C. No Agency. Except as otherwise specified herein, for the purposes of this section, DISTRICT shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be DISTRICT'S agent.
- D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

- E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless DISTRICT, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that DISTRICT has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents, elected officials, employees and volunteers under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

2. Insurance.

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof (which may include insurance through a joint powers insurance authority), against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

A. Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL). Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Each party shall name the other party as an additional insured on its policy.
2. Automobile Liability. Insurance covering any auto with policy limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease
4. Primary Coverage. For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.

## B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the DISTRICT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the DISTRICT'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Agreement, the DISTRICT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the DISTRICT'S insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. Waiver of Subrogation Rights – DISTRICT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of DISTRICT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. DISTRICT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the DISTRICT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. Verification of Coverage – DISTRICT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the DISTRICT'S obligation to provide them. The DISTRICT shall furnish evidence of renewal of coverage throughout the term of the Agreement.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. Subcontractors – DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and DISTRICT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

//

//

//