

# ATTACHMENT A

## REGRANTING AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA and FUND FOR SANTA BARBARA, INC.

THIS REGRANTING AGREEMENT ("Agreement") for the County of Santa Barbara Racial Equity Grant Program ("Program") is made and entered into by and between the County of Santa Barbara ("COUNTY"), and Fund for Santa Barbara, Inc., a California nonprofit public benefit corporation, whose address is 1219 State Street, Santa Barbara, CA 93101 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party") and is made with reference to the following:

**WHEREAS**, the COUNTY has allocated funds in the amount of \$275,000 ("Grant Funds") for a fourth cycle of grant fund awards to subrecipient organizations to advance racial equity and justice via payments to CONTRACTOR hereunder;

**WHEREAS**, the CONTRACTOR represents that it has the experience, expertise, infrastructure, and all licenses and permits necessary to perform the services required under this Agreement ("Services");

**WHEREAS**, the CONTRACTOR has a 40-year history of providing equity-based grant funding that supports organizations in Santa Barbara County working for progressive social change;

**WHEREAS**, the CONTRACTOR is the singular philanthropic organization specializing in community-directed grantmaking through an equity lens that serves communities countywide;

**WHEREAS**, the CONTRACTOR's approach to philanthropy also incorporates a Grant Making Committee made up of a diverse set of community members, each with a different perspective and background, to collectively determine funding allocations; and

**WHEREAS**, the CONTRACTOR led the region's first regional equity initiative, producing equity-based actionable data to support policy and systems change efforts in the Santa Barbara and Ventura Counties to better understand core areas of opportunity of reimagining and supporting a more equitable region, and is now collaborating with the COUNTY to produce an updated study that encompasses Santa Barbara, Ventura, and San Luis Obispo Counties.

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

### 1. CONTRACT PERIOD

Start Date: Upon full execution of this Agreement

Termination Date: No later than June 30, 2026

CONTRACTOR shall commence performance of the Services upon approval and execution of this Agreement by all Parties, and end performance upon completion of performance of the Services, but no later than June

30, 2026, subject to annual budget appropriations, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement (the “Term”).

**2. DESIGNATED REPRESENTATIVE**

Jesús Armas ([jarmas@countyofsb.org](mailto:jarmas@countyofsb.org)) and Sarah York Rubin ([srubin@countyofsb.org](mailto:srubin@countyofsb.org)) are the authorized representatives of COUNTY (“Designees”) and will administer this Agreement for and on behalf of COUNTY. Eder Gaona-Macedo and Patricia Solorio ([psolorio@fundforsantabarbara.org](mailto:psolorio@fundforsantabarbara.org)) are the authorized representatives for CONTRACTOR. Changes in a Party’s designated representative(s) shall be effective only after delivery by such Party of advance written notice of such change to the other Party.

**3. LIMITATIONS**

Total expenditure reimbursements and payments from COUNTY to CONTRACTOR hereunder for the Term, including an administrative fee of \$41,250, shall not exceed the aggregate amount of \$275,000 (“Maximum Contract Amount”). Any increase or decrease in the Maximum Contract Amount may only be authorized upon prior written approval from COUNTY. Grant Funds may only be used for Services described in the Scope of Services attached hereto as Exhibit 1 and incorporated herein by reference (“Scope of Services” ) for purposes of the Program administered in accordance with the provisions of this Agreement, including all Exhibits attached hereto. Grant Funds may not be used for lobbying or litigation.

**4. PROGRAM REPORTING AND PAYMENTS**

In full consideration for CONTRACTOR’s performance of all Services hereunder, CONTRACTOR shall be paid the Grant Funds in three (3) payments, as outlined in the Budget and Timeline attached hereto as Exhibit 2 and incorporated herein by reference.

COUNTY reserves the right to request, and CONTRACTOR shall provide to COUNTY upon request, receipts and other documentation of all expenses paid or reimbursed using Grant Funds (“Records”). Since the Grant Funds include more than \$25,000 in public funds, COUNTY will retain constructive possession of such Records, and CONTRACTOR understands and agrees that CONTRACTOR shall be subject to State audit. All Grant Funds not expended by CONTRACTOR during the Term, including all Grant Funds unclaimed or withdrawn by subrecipients of Grant Funds during the Term, shall be returned to COUNTY by CONTRACTOR.

**5. DESIGNATION OF CREDIT AND RECOGNITION OF FUNDING SUPPORT**

To acknowledge the COUNTY’s efforts and commitment to racial equity, diversity, inclusion, and access, it is a requirement of this Agreement that in all written and electronic communication and promotions pertaining to the Services, the CONTRACTOR shall legibly display the COUNTY logo and include the following language: “The Racial Equity Grant Program is funded and supported by the County of Santa Barbara.” This requirement includes, but is not limited to, the Program guidelines and application forms, web pages, recipient award letters, social media posts, press releases, e-mails, newsletters, and other writings pertaining to the Program.

**6. INSURANCE & INDEMNIFICATION; STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS**

CONTRACTOR agrees to and shall at all times during the Term fully comply with the Indemnification and Insurance Requirements attached hereto as Exhibit C and incorporated herein by reference (“Indemnification and Insurance Requirements”). This Section 6 and the indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of this Agreement.

**7. TERMINATION**

A. **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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon written notice from the Director of the COUNTY's Community Services Department or the Board of Supervisors, at which time CONTRACTOR shall, as directed by COUNTY, wind down and cease the provision of Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Work.

2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) during the Term, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or breach any of the provisions hereof, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. **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.

## **8. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, in whole or in part, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 8 shall be null and void and without legal effect and shall constitute grounds for termination of this Agreement by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

## **9. NO WAIVER**

COUNTY's delay or failure to act with respect to a breach by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, 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

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 or in equity or otherwise.

#### **10. JURISDICTION; VENUE**

This Agreement shall be governed by the laws of the State of California. Any litigation arising out of this Agreement shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to the subject matter hereof. Each party hereto waives the 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.

#### **12. CERTIFICATION OF SIGNATORIES**

Each of the signatories to this Agreement represents and warrants that such signatory is duly authorized to execute this Agreement, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party's duties or obligations hereunder. The parties hereto each represent and warrant that:

- (a) This Agreement has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.
- (b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Agreement.
- (c) The consummation of the transactions hereby contemplated and the performance of this Contract will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR. CONTRACTOR agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this Agreement has been duly authorized by CONTRACTOR.

#### **13. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed electronically and 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.

#### **14. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CONTRACTOR further covenants that during the Term, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in

writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**15. ORDER OF PRECEDENCE**

In the event of conflict or inconsistency between the provisions contained in the numbered Sections 1 through 15 of this Agreement and the provisions contained in the Exhibits, the provisions in these numbered sections shall prevail over the provisions set forth in the Exhibits; provided however, that the indemnification and insurance provisions as set forth in EXHIBIT 7 shall control and prevail over all other provisions of this Agreement and the other Exhibits attached hereto.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Agreement by their respective authorized officers as set forth below to be effective as of the first date duly executed by all of the Parties.

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Steve Lavagnino  
Chair, Board of Supervisors

**RECOMMENDED FOR APPROVAL**

COMMUNITY SERVICES DEPARTMENT  
By: \_\_\_\_\_  
Jesús Armas  
Director, Community Services Department

DocuSigned by:  
*Jesús Armas*  
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**CONTRACTOR:**

FUND FOR SANTA BARBARA, INC.  
By: \_\_\_\_\_  
Eder Gaona-Macedo  
Executive Director, Fund for Santa Barbara, Inc.

DocuSigned by:  
*Eder Gaona Macedo*  
B6281F4DD239473...

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL  
By: \_\_\_\_\_  
Deputy County Counsel

Signed by:  
*Lauren Wideman*  
8F464D822C84458...

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER  
By: \_\_\_\_\_  
Deputy Auditor-Controller

DocuSigned by:  
*Betsy M. Schaffer*  
6BAAEA15901943F...

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM, AIC  
RISK MANAGEMENT

Signed by:  
*Greg Milligan*  
05F555F00269466...

By: \_\_\_\_\_

Risk Manager

**EXHIBIT 1**  
**SCOPE OF SERVICES**

CONTRACTOR: Fund for Santa Barbara, Inc.  
PROGRAM NAME: County of Santa Barbara Racial Equity Grant Program  
MAXIMUM CONTRACT AMOUNT: \$275,000

**INTRODUCTION**

This Scope of Services is attached to and incorporated into the CONTRACTOR Regranting Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and Fund for Santa Barbara, Inc. (CONTRACTOR) for the County of Santa Barbara Racial Equity Grant Program. The purpose of this Scope of Services is to further describe the Program requirements and Services referenced in the Agreement.

**1. GRANT PROGRAM DESCRIPTION**

**A. Application Process**

The Program will provide funding to invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County. This Program aims to effect the culture, policy, and systems change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County according to the grant criteria and guidelines as outlined in:

- Exhibit 1: Scope of Services
- Exhibit 2: Budget and Timeline
- Exhibit 3: Sample Fund for Santa Barbara Grantee Agreement
- Exhibit 4: Award Recommendation Template
- Exhibit C: Insurance and Indemnification Provisions
- Attachment B: Grant Guidelines and Application

**B. Communities Served**

CONTRACTOR will administer The County of Santa Barbara Racial Equity Grant Program as authorized by the Santa Barbara County Board of Supervisors. The Program will invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County.

**2. REPORTING: COMMUNITY IMPACT**

- A. CONTRACTOR, in performance of Task 2.11, shall email to COUNTY designees a Report of Award Recommendations in a format substantially similar to the template attached hereto as Exhibit 4, together with a corresponding narrative explanation, which shall include all of the following:
  - i. The number of entities that (a) applied for Grant Funding, (b) are recommended for Grant Funding, and (c) are not recommended for Grant Funding;
  - ii. A brief narrative report for each of the entities specified in Section 2.A.i, above, which shall include such entity's name, project description, geographic area served, and recommended Grant Funding amount, if any.
- B. CONTRACTOR shall provide a Final Report to the COUNTY designees by no later than Dec. 1, 2025, which shall include all of the following:

- i. A review of CONTRACTOR’s grantmaking process and outreach efforts;
- ii. An overview of and update on each of the projects funded by the Grant Funds (“Projects”) and the impacts of each such project on its community; and
- iii. Outcomes as reported by Subgrantees in their final evaluations submitted to the CONTRACTOR.
- iv. Documentation reflecting recognition of the COUNTY in accordance with Section 5 of the Agreement.
- v. No fewer than three (3) photographs documenting the Projects, which photographs are expressly authorized to be shared with the Board and in other public forums.

**EXHIBIT 2**  
Budget and Timeline

COUNTY will pay CONTRACTOR for CONTRACTOR’s performance of the Services in three (3) installments, one installment upon CONTRACTOR’s completion of each of Task 1, Task 2, and Task 3, including all sub-tasks thereunder, as set forth in the Detailed Task Description Table set forth below.

	<i>Detailed Task Description</i>	<i>Cost</i>
<b>Task 1</b>	<b>Request for proposals (RFP) Announced and Grant Application Review Process</b>	<b>\$18,563</b>
Task 1.1	Notification of funds available announced and applications available to applicants	
Task 1.2	Grant Application Workshops	
Task 1.3	Deadline for proposal review	
Task 1.4	Application Deadline Day	
Task 1.5	Staff Screening Meeting	
Task 1.6	Email Fund for Santa Barbara Board Members, and COUNTY, grant cycle application summaries	
<b>Task 2</b>	<b>Grant Review, Approval of Funding Recommendations, Grant Notifications, and Fund Disbursement</b>	<b>\$252,312</b>
Task 2.1	Grant Making Committee Retreat	
Task 2.2	Grant Making Committee Reviews Applications	
Task 2.3	First Screening Meeting	
Task 2.4	Grant Making Committee site visit teams schedule & conduct all interviews	
Task 2.5	SV teams receive interview questions	
Task 2.6	Final site visit reports Due	
Task 2.7	Grant Making Committee reviews site visit reports	
Task 2.8	Final Screening Meeting	
Task 2.9	Executive Committee receives funding recommendations	
Task 2.10	Grant Making Committee Co-Chairs present funding recommendations to Fund Board of Directors for consideration and vote	
Task 2.11	The Fund for Santa Barbara sends formatted recommendations to County for Board of Supervisors Review	
Task 2.12	Following Board of Supervisors’ approval, grant notifications and funds disbursed to Subgrantees	
Task 2.13	Grant regret letters to applicants that were not awarded funding	
<b>Task 3</b>	<b>Final Report and Outcomes</b>	<b>\$4,125</b>
Task 3.1	Grant reports from Subgrantees due to the Fund for Santa Barbara	
Task 3.2	Final Report delivered to COUNTY and approved in advance of final invoice remittal	



### Exhibit 3:

#### SAMPLE FUND FOR SANTA BARBARA GRANTEE AGREEMENT

PO Box 90710, Santa Barbara, CA 93101 • (805) 962-9164



*This program is funded and supported by the County of Santa Barbara and administered in collaboration with The Fund for Santa Barbara.*

On \_\_\_\_\_ the FUND FOR SANTA BARBARA (Grantor) awarded a Grant to \_\_\_\_\_ (Grantee) in the amount of \_\_\_\_\_ for:

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Grantor and Grantee agree to the following terms and conditions of the grant:

1. The Grantor and Grantee, by signing, agree to enter into this Grant Agreement which defines the terms of the grant period as \_\_\_ months from the date funds are disbursed.
2. By signing the Grantee claims the above award. The Grant Agreement must be signed within 30 days upon receipt if, after that time, the grant remains unclaimed by the Grantee, the award may be withdrawn.
3. The Grantee shall use the grant solely for charitable, scientific, literary or educational purposes and as described in the Grantee's funding request. Requests for changes in the purposes for which grant funds are spent must be submitted in writing and approved by the Grantor. The Grantee shall repay to the Grantor any portion of the amount granted which is not used for approved purposes.
4. The Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)3 of the Internal Revenue Code.
5. In the event that the Grantee violates or fails to carry out any provisions of this Agreement, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to the Grantee, and demand the return of all or part of the grant funds, which the Grantee shall immediately repay to the Grantor.
6. The Grantee shall notify the Grantor immediately of any change in (a) the Grantee's tax-exempt status, or (b) the Grantee's key staff or volunteers responsible for achieving the grant purposes.
7. The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the the County of Santa Barbara, the Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising directly from any act or omission of the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise directly from an act or omission of the Grantor, its officers, directors, trustees, employees or agents.



## EXHIBIT 4: GRANT AWARD RECOMMENDATIONS TEMPLATE

### COUNTY OF SANTA BARBARA 2024-26 Racial Equity Grant Award Recommendations Administered by THE FUND FOR SANTA BARBARA

Funded and supported by the County of Santa Barbara, the mission of the Racial Equity Grant Program (REF) is to invest in and strengthen organizations that address anti-racism through systems change strategies in Santa Barbara County. This fund aims to affect the culture, policy and systems change necessary to advance racial equity and justice, and reverse the legacy of slavery and effects of racism in Santa Barbara County.

The purpose of the REF is to provide organizational capacity assistance to:

1. Strengthen the ecosystem of diverse, anti-racism organizations in the community that share a common goal to address cultural and systemic effects of racism.
2. Increase active participation of historically marginalized communities to influence civic matters that impact our community-at-large.
3. Develop the pipeline to uplift historically marginalized minority leaders to positions of decision-making and influence.
4. Increase and sustain investment to strengthen organizations led by historically marginalized minority leaders who have lacked access to capital.
5. Addressing and working to change systemic negative narratives about the legacy of slavery in the community
6. Establish and advance organizational capacity in organizations led by historically marginalized minority leaders in the following areas:
  - a. Leadership development
  - b. Advocacy, policy change, legal analysis, and research
  - c. Strategic communications
  - d. Alliance and coalition building
  - e. Organizational development
  - f. Community engagement and organizing
  - g. Innovation and continuous learning
  - h. Develop organizational and programmatic objectives, conduct evaluation, and assess outcomes.

#### **RACIAL EQUITY FUND OF SANTA BARBARA COUNTY GRANT GENERAL INFORMATION**

<b>Total RE Grant Funding Requested:</b>	<b>\$XXX</b>
<b>Total RE Grant Funding Available:</b>	<b>\$XX</b>
<b>Total Number of Applicants:</b>	<b>XX</b>
<b>Number of Applicants Recommended for Funding:</b>	<b>XX</b>

**ALL GRANT APPLICANTS, DESCRIPTIONS, AND AWARD AMOUNT RECOMMENDATIONS**

*(Please note: the grant descriptions provided below are submitted by the applicants as part of their grant application.)*

**Organization Name**

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**Grant Award:** \$XXX

**Geographic Area Served:** "Geographic Area Description"

**Project Description:** "Project Description"

**Use of Grant Funds:** "Use of Grant Funds Description"

**Amount Requested:** \$XX

**Organization Name**

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**Grant Award:** \$XXX

**Geographic Area Served:** "Geographic Area Description"

**Project Description:** "Project Description"

**Use of Grant Funds:** "Use of Grant Funds Description"

**Amount Requested:** \$XX

**Organization Name**

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**Grant Award:** \$XXX

**Geographic Area Served:** "Geographic Area Description"

**Project Description:** "Project Description"

**Use of Grant Funds:** "Use of Grant Funds Description"

**Amount Requested:** \$XX

**Organization Name**

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**Grant Award:** \$XXX

**Geographic Area Served:** "Geographic Area Description"

**Project Description:** "Project Description"

**Use of Grant Funds:** "Use of Grant Funds Description"

**Amount Requested:** \$XX

## EXHIBIT C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR 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 CONTRACTOR 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** – CONTRACTOR 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 CONTRACTOR'S obligation to provide them. The CONTRACTOR 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** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR 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. CONTRACTOR 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.