

Exhibit B: Special Indemnification & Insurance Provisions

The purpose of Exhibit B is to address liability & insurance issues.

1. Indemnification

- A. Indemnification by CITY. Except as provided in Paragraph 1(B), CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers and employees, 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 CITY, and CITY'S officers, agents and employees.
- B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CITY, and CITY's agents, officers and employees, 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 provision, 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 and employees.
- C. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY Shall not be deemed to be CITY'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 CITY, 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 CITY has agreed to indemnify, defend and hold harmless COUNTY, 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.
- F. Insurance Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. Insurance

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this Agreement will be covered by COUNTY's self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' Compensation policy at any time during the term of this Agreement.
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY and City shall be named as additional insured on any liability policy of County. The parties shall maintain such insurance coverage in full force and effect during the term of this Agreement.
- C. Proof of Insurance. Upon request by either party, the other party shall Provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except after at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this Agreement.

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