

NO FEE DOCUMENT

**Recording requested by and
When recorded, mail to:**

County of Santa Barbara
Housing and Community Development
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

**COUNTY COMMUNITY CORRECTIONS PARTNERSHIP (CCP) LINCOLN LOAN
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

This County CCP Lincoln Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 7th of January, 2025, by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at 1404 N. Lincoln Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to construct one new building (the “Building”) for transitional housing for justice-involved individuals (the “Project”).

B. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “County CCP Loan”), in accordance with the provisions of the County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

C. One Hundred Thirty-Six Thousand Dollars (\$136,000) of the County CCP Loan funds comprise the County CCP Lincoln Loan (“County CCP Lincoln Loan”), evidenced by that certain County CCP Lincoln Loan Note of even date herewith (“CCP Lincoln Loan Note”), to be used by Borrower for construction of the Building in accordance with the CCP Lincoln Loan Note and the County CCP Loan Agreement.

D. As further consideration for the County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the County CCP Loan, the Owner and the Lender hereby agree as follows:

1. DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the County CCP Loan Agreement. Some of the following terms are defined in the County CCP Loan Agreement and repeated here for convenience of reference.

1.0 **“COUNTY CCP LINCOLN LOAN”** means the loan of Public Safety Realignment Reserve Funds in the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000) made by the Lender to the Owner to finance certain development costs of this Project as part of the County CCP Loan pursuant to the County CCP Loan Agreement and the County CCP Lincoln Loan Note.

1.1 **“COUNTY CCP LOAN AGREEMENT”** means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 **“COUNTY CCP LINCOLN LOAN DEED OF TRUST”** means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the County CCP Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 **“COUNTY CCP LINCOLN LOAN DOCUMENTS”** means, collectively, the County CCP Loan Agreement and the County CCP Lincoln Loan Note, and CCP Lincoln Loan Deed of Trust, as they may be amended, modified, or restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 **“COUNTY CCP LINCOLN LOAN NOTE”** means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000), evidencing the County CCP Lincoln Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 **“JUSTICE-INVOLVED INDIVIDUAL”** means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 **“CCP-ASSISTED UNIT”** means the Building on the Property after it has been constructed and made available for occupancy.

1.7 **“LENDER”** means the County of Santa Barbara, a political subdivision of the State of California.

1.8 **“OWNER”** means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 **“PROJECT”** means the construction, operation and management of the Property and the Building to be constructed thereon.

1.10 **“PROPERTY”** means that certain real property located at 1404 N. Lincoln Street, in Santa Maria, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 **“QUALIFYING INDIVIDUAL”** means Justice Involved Individuals who are without natural supports and are ineligible for other types of subsidized housing.

1.12 **“PROJECT COMPLETION DATE”** means the first date as of which a final Certificate of Occupancy has been issued for the Building on the Property by the City of Santa Maria.

1.13 **“TERM”** means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

2. TERM AND COMPLIANCE

2.1 **COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS.** The Owner’s actions with respect to the Property and the use of funds from the County CCP Loan, including, but not limited to the County CCP Lincoln Loan funds, shall at all times be in full conformity with all of the requirements of the County CCP Lincoln Loan Documents, including, but not limited to, the insurance requirements contained therein..

2.2 **TERM OF AGREEMENT.** The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.3 **COMPLIANCE WITH PROGRAM REQUIREMENTS.** The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

3. PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants on the Property (“clients”) must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by no later than March 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. PROPERTY MANAGEMENT

4.1 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender’s approval Owner’s proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.2 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this

Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.3 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.4 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.5 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Household. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.6 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.7 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.8 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenantable condition. All CCP-Assisted Units in the Project must meet the standards

set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.1 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer (“Transfer”) of the Property, this Agreement, or any of Owner’s rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender’s sole discretion.

5.2 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach (“Breach Notice”) specifying: (a) the nature of the breach, (b) whether, in Lender’s sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the County CCP Loan Documents or allowed at law or in equity.

5.3 COUNTERPARTS. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

5.4 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.5 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.6 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.7 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any other Loan Document conflict, the terms of this Agreement shall control and prevail.

5.8 TIME. Time is of the essence in this Agreement.

5.9 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara
105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.11 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the approved successors-in-interest, transferees, and assigns of the Owner, and of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the County CCP Lincoln Loan or County CCP Lincoln Loan Note, or any conveyance or transfer of the Property or portion thereof.

5.12 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.13 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.14 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.15 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

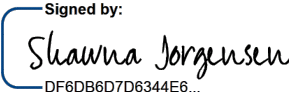
County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

Signed by:

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BORROWER

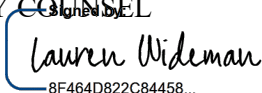
Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

Signed by:

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APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

Signed by:

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IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
LAURA CAPPS
Chair, Board of Supervisors

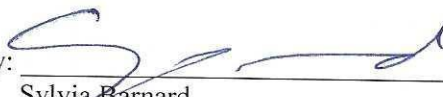
**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By:  _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
GREGORY MILLIGAN, ARM, AIC
Risk Manager

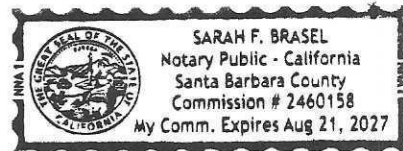
State of California
County of Santa Barbara

On December 11, 2024 before me, Sarah F. Brasel, Notary Public,
personally appeared Sylvia Barnard and _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah F. Brasel (Seal)



State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Legal Description

The following described real property in the County of Santa Barbara, State of California:

Lot 8 of Block 4 of Edrington' Addition in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 9, Page 7 of Maps and Surveys, in the Office of the County Recorder of said County.

Assessor's Parcel No. 119-004-006

Exhibit B

Indemnification and Insurance Provisions

(For All Contracts with Good Samaritan)

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 \$1,000,000 per occurrence and \$2,000,000 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.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **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.

7. **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".
8. **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.
9. **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.
10. **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.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **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.