

## **SUPPORTIVE SERVICES AGREEMENT**

This Supportive Services Agreement (“Agreement”) is made and entered into in the County of Santa Barbara, State of California, by and between the Housing Authority of the County of Santa Barbara, a public body, corporate and politic (“HACSB”) and the County of Santa Barbara, a political subdivision of the State of California (“County”), collectively referred to as the “parties” and individually to as the “party”.

### **RECITALS**

WHEREAS, the Parties anticipate that HACSB will be the owner and property manager of the affordable rental housing development located at 117 North B Street, Lompoc, California (the “Project”) following the close of escrow estimated to be on December 22, 2020; and

WHEREAS, the Project will include fourteen (14) housing units for individuals who meet the criteria for the California Department of Housing and Community Development (“HCD”) Homekey Program (“Homekey”) target population, as defined in the HCD Homekey Notice of Funding Availability and applicable regulations, as may be amended; and

WHEREAS, HACSB desires to retain the services of County, through its Department of Behavioral Wellness (“BeWell”), to refer Homekey-eligible individuals to HACSB as applicants for tenancy at the Project and, through State Housing and Community Development Permanent Local Housing Assistance (PLHA) funds, provide on- and off-site supportive services for Homekey-eligible tenants residing at the Project, and HACSB agrees to accept such services; and

WHEREAS, County represents that County, County’s personnel, and/or providers with whom the County may subcontract have the qualifications and experience to properly perform such services and agrees to provide them.

NOW, THEREFORE, pursuant to the terms, covenants, and conditions referenced herein, HACSB and County hereby agree as follows:

#### **1. DESIGNATED REPRESENTATIVE**

BeWell’s Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. HACSB’s Executive Director at phone number (805) 736-3423 is the authorized representative for HACSB. 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:	Director Santa Barbara County Department of Behavioral Wellness 300 N. San Antonio Road
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Santa Barbara, CA 93110  
FAX: 805-681-5262

To HACSB: Housing Authority of the County of Santa Barbara  
815 West Ocean Avenue  
Lompoc, CA 93436  
Attn: Executive Director

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

The Parties agree to the services and obligations set forth in EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

County shall commence performance on 12/1/2020 (Effective Date) and end performance no later than 11/30/2025 unless earlier terminated as set forth herein.

### **5. COMPENSATION.**

In full consideration for County's services, HACSB shall pay to County fees for services under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. County agrees that such compensation shall not constitute nor be deemed a release of the responsibility and liability of County or its employees, subcontractors, agents and subconsultants for the competency of the services performed hereunder, nor shall such compensation be deemed to be an assumption of responsibility or liability by HACSB for any defect or error in the services performed by County, its employees, subcontractors, agents and subconsultants.

### **6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that each party (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an Independent Contractor as to the other party and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Furthermore, HACSB shall have no right to control, supervise, or direct the manner or method by which County shall perform its work and function. Each party understands and acknowledges that it shall not be entitled to any of the benefits of an employee of the other party, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each party shall be solely responsible and save the other harmless from all matters relating to payment of its own employees, including compliance with Social Security withholding and all other regulations governing such matters.

## **7. STANDARD OF PERFORMANCE.**

The Parties represent that each has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, the parties shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which each is engaged. All products of whatsoever nature, which one party delivers to the other pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the party's profession. Each Party shall correct or revise any errors or omissions, at the other Party's request without additional compensation. Each Party shall obtain and maintain its own permits and/or licenses without additional compensation.

## **8. DEBARMENT AND SUSPENSION.**

Each Party certifies to the other that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Each Party certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES.**

Each Party shall pay all taxes, levies, duties, and assessments of every nature due in connection with any of its obligations under this Agreement and shall make any and all payroll deductions required by law. Neither Party shall be responsible for paying any taxes on the other Party's behalf, and should either Party be required to do so by state, federal, or local taxing agencies, the other Party agrees to promptly reimburse such Party for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST.**

Each Party covenants that it 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 such Party's obligations under this Agreement. Each Party further covenants that in the performance of such Party's obligations under this Agreement, no person having any such interest shall be employed by such Party. Each Party must promptly disclose to the other Party, in writing, any potential conflict of interest. The Parties retain the right to waive a conflict of interest disclosed by the other Party if the waiving Party determines it to be immaterial, and such waiver is only effective if provided to the other Party in writing. Each Party acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

## **11. NO PUBLICITY OR ENDORSEMENT.**

HACSB shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. HACSB shall not use County's name or logo in any manner that would give the appearance that County is endorsing HACSB. HACSB shall not in any way contract on behalf of or in the name of County. HACSB shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning County or its projects, without obtaining the prior written approval of County.

## **12. COUNTY PROPERTY AND INFORMATION.**

All of County's property, documents, and information provided for HACSB's use in connection with the services under this Agreement shall remain County's property, and HACSB shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. HACSB may use such items only in connection with this Agreement. HACSB shall not disseminate any County property, documents, or information without County's prior written consent.

## **13. CONFIDENTIALITY OF INFORMATION**

The services provided by the County under this agreement are governed by Federal and State privacy laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County shall maintain the confidentiality of patient records and any other health information of the Homekey tenants in accordance with all applicable laws.

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

- A.** Each Party shall keep all records and supporting documentation pertaining to its obligations under this Agreement as would be kept by a reasonably prudent practitioner of such Party's profession and shall maintain all records for not less than five (5) years following the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action. All accounting records shall be kept in accordance with generally accepted accounting principles.
- B.** Each Party and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation of the other Party pertaining to the performance of this Agreement, in accordance with applicable law. In the event of a dispute, the decision of BeWell shall be final regarding the disclosure of information to HACSB pertaining to BeWell's services provided hereunder, in accordance with applicable law.
- C.** Each Party shall allow the auditor(s) access to such documents and records at any time during regular business hours or upon reasonable notice, and to allow interviews of any employees who might reasonably have information related to such records. Each Party agrees to include a similar right to audit records and interview staff in any subcontract related to performance of such Party's obligations under this Agreement. Each Party shall participate in any audits and reviews at its sole cost and expense.

## **15. INDEMNIFICATION AND INSURANCE.**

Each Party agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

## **16. NONDISCRIMINATION.**

County hereby notifies HACSB 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 HACSB agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT.**

HACSB understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided herein as the County desires. County agrees that performing such services will not materially interfere with services to be performed for HACSB under this Agreement.

## **18. NON-ASSIGNMENT.**

Neither Party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION.**

**A.** This Agreement may be terminated upon the occurrence of any of the following events:

1. Upon the mutual written agreement of the parties hereto;
2. Upon notice, if any party shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the party claiming such default; or
3. 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 funds are not otherwise available for County to provide mental health services in the fiscal year(s) covered by the term of this Agreement, then County will notify HACSB 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 provide services with regard to the remainder of the term.

**B. Upon Termination.** HACSB shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by HACSB in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit HACSB to retain. Notwithstanding any other payment provision of this Agreement, HACSB shall pay County for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made.

## **20. SECTION HEADINGS.**

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**21. 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.

**22. REMEDIES NOT EXCLUSIVE.**

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

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

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

**24. NO WAIVER OF DEFAULT.**

The parties agree that no delay or omission 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 the parties shall be exercised from time to time and as often as may be deemed expedient.

**25. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or HACSB's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

**26. SUCCESSORS AND ASSIGNS.**

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

**27. COMPLIANCE WITH LAW.**

Each Party, in performing its respective obligations under this Agreement, shall, at its sole cost

and expense, comply with all County, State and Federal rules, regulations, ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

**28. CALIFORNIA LAW AND JURISDICTION.**

This Agreement shall be governed by the laws of the State of California. 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.

**29. EXECUTION OF COUNTERPARTS.**

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

**30. AUTHORITY.**

All signatories and 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(s), 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, HACSB hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which HACSB is obligated, which breach would have a material effect hereon.

**31. SURVIVAL.**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. 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.

**33. FORCE MAJEURE.**

The Parties agree that none of them shall be responsible for delays or failures in performance resulting from acts beyond the control of any party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

**34. PRIOR AGREEMENTS.**

Upon the effective date, this Agreement supersedes all prior agreements between County and HACSB related to the scope of work contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

Agreement for Supportive Services between the **County of Santa Barbara** and the **Housing Authority of the County of Santa Barbara**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the Effective Date written above.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**HACSB**

HOUSING AUTHORITY OF THE COUNTY OF  
SANTA BARBARA

By: \_\_\_\_\_  
Robert P. Havlicek Jr., Executive  
Director

Date:

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

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

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

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

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, DIRECTOR  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager



**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

**EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B Fees and Payment to County

EXHIBIT B-1 Schedule of Rates

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT A**  
**STATEMENT OF WORK**

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**EXHIBIT A**  
**STATEMENT OF WORK**

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**1. PERFORMANCE.** The County, through the Department of Behavioral Wellness (BeWell) will refer Homekey-eligible individuals to HACSB for tenancy at the Project and will provide on- and off-site supportive services to Homekey tenants residing at the Project in accordance with the Permanent Local Housing Assistance (PLHA) program guidelines.

**2. GOALS.**

- A.** Refer Homekey-eligible individuals to HACSB as applicants for tenancy at the Project;
- B.** Deliver seamless on- and off-site supportive services to Homekey tenants residing at the Project to avoid gaps in services;
- C.** Empower Homekey tenants by providing skill-building assistance;
- D.** Generate Homekey tenants' independent living skills; and
- E.** Achieve and maintain stable/permanent housing for Homekey tenants.

**3. SERVICES.**

- A.** BeWell shall refer Homekey-eligible individuals to HACSB for tenancy at the Project under the Homekey Program in accordance with Housing First principles, as defined in Welfare and Institutions Code section 8255.
  - i. BeWell shall be solely responsible for determining applicant eligibility for the Homekey Program.
  - ii. If, at any time during the term of this Agreement, County notifies HACSB in writing that it is unable to refer Homekey-eligible individuals as applicants for tenancy at the Project, HACSB may utilize referrals from a comparable mental health supportive services provider in the County of Santa Barbara for referral to available units at the Project until County is able to resume referring Homekey-eligible individuals as applicants for tenancy at the Project.
- B.** BeWell shall provide on- and off-site mental health supportive services to Homekey tenants residing at the Project for a minimum of twenty (20) hours per week. Services will be provided by a BeWell case manager, or BeWell contracted provider, and shall include, but not be limited to:
  - i. Case management;
  - ii. Mental health services;

- iii. Leading support groups;
- iv. Support and linkage to physical health care;
- v. Benefits counseling and advocacy;
- vi. Basic housing retention skills building;
- vii. Referral to substance use services such as treatment and relapse prevention;
- viii. Linkage to medication management services; and
- ix. Wellness services.

**C.** Subject to the terms and conditions of this Agreement and the regulations applicable to the Homekey Program, as may be amended, County shall determine the method, details, and means of performing the services described herein.

**D.** Except as HACSB may specify in writing, County and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of HACSB in any capacity, as agents or otherwise, or to bind HACSB to any obligation.

#### **4. HACSB OBLIGATIONS**

**A.** Project Property Management.

- i. HACSB shall provide the Project's on-site property manager.

**B.** Homekey Program Unit Rental Process at the Project.

- i. HACSB shall receive and screen all referrals from County of Homekey-eligible individuals as applicants for tenancy at the Project under the Homekey Program.
  - a. Screening shall include review of the completed application of Homekey-eligible individuals for tenancy at the Project for income qualifications and a criminal history check(s).
  - b. If the Homekey-eligible applicant successfully passes this screening, HACSB shall obtain, if necessary, third-party income verification, review landlord and/or other references, and collect verification forms from County.
  - c. Prior to initial lease-up of all Project units, and throughout the term of this Agreement, HACSB shall establish and maintain a wait list of Homekey-eligible applicants for tenancy at the Project based on the referrals provided by County.

- d. HACSB shall use this waiting list to house Homekey-eligible applicants for tenancy at the Project.
  - e. Whenever HACSB receives a notice of pending departure from an existing Homekey-eligible tenant at the Project, HACSB shall promptly inform County of the available rental unit and concurrently provide the names of Homekey-eligible applicants on the wait list for tenancy at the Project.
  - ii. HACSB shall promptly provide County with a copy of any denial notices to Homekey-eligible applicants for tenancy at the Project.
  - iii. HACSB shall establish and maintain an occupancy list of Homekey-eligible tenants at the Project and shall provide this occupancy list to County on a regular basis or upon request.
  - iv. HACSB shall employ the core components of Housing First (set forth in Welfare and Institutions Code section 8255) in the property management and tenant selection practices at the Project.
- C. HACSB shall cooperate with County as may be reasonably necessary for County to perform its services under this Agreement. Executive Director agrees to provide assistance to County or a County-contracted provider as requested regarding particular service-related requirements.

## **5. COORDINATION MEETINGS.**

The Parties shall participate in coordination meetings with each other and shall meet regularly, as needed, to review the tenancies of Homekey-eligible Project tenants in order to ensure integrated housing and supportive services for such tenants.

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**1. PAYMENT TO COUNTY.**

- A.** In full consideration for County's services, HACSB shall pay to County fees for services under this Agreement in accordance with the rates specified in EXHIBIT B-1.
- B.** County will invoice HACSB quarterly for services rendered pursuant to this Agreement.
- C.** Payment by HACSB shall be net thirty (30) days from presentation of invoice and shall be sent to:

Santa Barbara County Department of Behavioral Wellness  
ATTN: Accounts Receivable  
429 North San Antonio Road  
Santa Barbara, CA 93110 -1316

- D.** HACSB is not entitled to compensation for performance of its obligations under this Agreement.

**EXHIBIT B-1  
SCHEDULE OF FEES**

<b>SERVICE</b>	<b>Rates for Service</b>	<b>Annual Cost</b>
<b>Supportive Services (quarterly invoices)</b>	<b>\$51.92/hr</b>	<b>\$54,000/year</b>
<b>Total Cost</b> <b>12/1/2020 – 11/30/2025</b>		<b>\$270,000</b>



**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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## **EXHIBIT C**

### **Indemnification and Insurance Requirements**

(Specific to contract 2020 11 03)

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#### **I. MUTUAL INDEMNIFICATION**

Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, agents or volunteers (the “Indemnitee”) against any and all claims, damages, costs, liabilities, and expense, including attorney’s fees, arising from or attributable to the Indemnifying Party’s negligent acts or omissions and intentional misconduct which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party’s breach of its responsibilities under this Agreement.

#### **II. INSURANCE**

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

Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

- A.** Commercial General Liability (CGL). Insurance 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. Each party shall name the other party as an additional insured on its policy.
- B.** Automobile Liability. Insurance covering any auto with policy limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C.** 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.
- D.** 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.