

"Attachment A to Board Letter"

REQUEST FOR PROPOSALS (RFP)

**County of Santa Barbara
Probation Department**

*Community Recidivism And
Crime Reduction Program
(Section 1233.10 PC)*

PROPOSALS DUE: [Month Day, 201X], 2:00 PM

Contact Person: Ben Meza, Accountant

(805) 882-3657

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NOTE: EXHIBITS 1, 2, and 3 are provided as informational material.

Overview

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code Section 1233.10. Counties are eligible to receive funds if the Board of Supervisors (BOS), in collaboration with the county's Community Corrections Partnership (CCP), agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services.

The Santa Barbara County BOS and the CCP have established the following guidelines (the Request for Proposal [RFP]) to focus local efforts within the statutory requirements while focusing on local gaps in the Realignment Plan.

Proposed projects must be designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. The following types of programs and program activities are examples of eligible services:

- Client Advocacy
- Stabilization Services
- Transitional Housing
- Mentoring
- Anger Management
- Cognitive Based Interventions
- Employment Programs
- Vocational Programs
- Transportation Programs
- Education Programs

Award must be used to create a new service, such as those listed above, or to expand an existing effort. Program expansion includes, but is not limited to, adding services to a program that is currently offered to offenders supervised by the County of Santa Barbara under the Post Release Community Supervision (PRCS) or Post Sentence Supervision (PSS) pursuant to Section 1170(h)(5)(b) of the Penal Code.

Objectives

The following key objectives are to be strongly considered.

1. Strengthen partnerships between criminal justice and not-for-profit agencies. Strong partnerships are essential to program success and long-term sustainability. Partnerships between law enforcement, the Court, prosecutors, defense counsel, jail, and Probation with not-for-profit agencies are critical.
2. Target PRCS or PSS offenders who lack adequate services and have a demonstrated need.
3. Fill unmet needs and complement, not compete with, the existing service environment. Applicants are encouraged to read and consider the Public Safety Realignment Act Fiscal

Year 2014-2015 Plan and the University of California, Santa Barbara Realignment Evaluation for further information regarding current services and the population demographics. (See EXHIBIT 1)

4. Focus on delivering evidence based programming or reducing barriers to access existing services.
5. Assist in generating long-term savings by reducing prison and/or jail commitments, reducing recidivism, and avoiding future victimizations.
6. Compile data regarding program participants and service delivery that can be incorporated into the local Realignment Evaluation conducted by the University of California, Santa Barbara (UCSB) Research Team.

Eligibility

Applicants must be a nongovernmental entity or a coalition of nongovernmental entities that have provided community recidivism and crime reduction services to the target population for at least five (5) years.

Award and Availability of Funding

Available funding for the Community Recidivism and Crime Reduction Services Grant Program is projected to be \$100,000; however, the maximum amount that can be awarded to a single service provider will not exceed \$25,000.

Any funds allocated to a service provider under this proposal shall be available for reimbursement of expenditures for a period of one (1) year with the possibility of no-cost extensions based on program performance and availability of funds.

In-kind Match

In-kind match of funds is optional, however, will be considered extra consideration. If providing in-kind match of funds, applicants must identify the source and how these funds will be utilized to contribute goods or services that are directly related to the purpose of the Community Recidivism and Crime Reduction Services Grant Program.

Eligible Project Expenditures

The information outlined below applies to the applicant's expenditures and subsequent reimbursement of grant funds as well as eligible use of in-kind match of funds.

Salaries and Fringe Benefits: The salaries and fringe benefits of the applicant's employees that are directly involved in the project's activities.

Services and Supplies: Services and supplies necessary for the operation of the project (e.g. lease payments for office space, office supplies, etc.) and/or services and supplies provided to participants as part of the project's design (e.g. basic necessities such as food, clothing, shelter/housing, transportation, and related expenditures).

Other Costs: Any other costs necessary for the success of the project (e.g. travel costs). These costs should be claimed in accordance with the County of Santa Barbara's travel policy.

Indirect Costs: Includes operational overhead and administrative costs. Funds dedicated to this line item may not exceed 5% of the award.

Proposal Submission

The deadline to submit proposals is **[Month Day, 201X] at 2:00 PM**. Proposals may be hand delivered or mailed – if mailed, the proposal must be postmarked by [Month Day, 201X] – and must arrive at the address indicated below in a sealed envelope by the date and time stated above. Electronic submissions (e.g. facsimile or e-mail) will not be accepted.

County of Santa Barbara

General Services - Purchasing Division

105 E. Anapamu Street, Room 304

Santa Barbara, CA 93101-2070

Please direct proposals to the attention of **Mark Masoner**.

Applicants must submit **one (1) original and four (4) copies** of the proposal. Proposals may not exceed 10 pages – page limitation includes attachments and/or appendices. Narrative sections must be double spaced and a minimum of 12 point font size should be used.

Evaluation Process

The following selection criteria will be used to evaluate each submission, with the different weight given to each based on the percentage value listed after each individual criteria. Applicants must answer all questions.

1. What are the applicant's experience and qualifications? (25 Points)
 - a. Describe the applicant's experience in working within the criminal justice system and demonstrated ability to collaborate with other criminal justice and human service agencies and service providers.
 - b. Detail the applicant's experience in the development and implementation of successful projects involving criminal offenders. Include a summary of relevant prior experience in providing services similar to those proposed.
2. What is the need for the program/service within the target population?
 - a. Program Need (10 Points)
 - (1) Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.
 - (2) Discuss how this program or service will complement and not compete with other programs currently operating.
 - b. Target Population (10 Points)
 - (1) Describe the target population, specifying eligibility and exclusionary criteria, including but not limited to age, gender, offense history, health issues, type of need that will be addressed, etc. Identify the total number of offenders proposed to be served.
3. What is the program design and what service(s) is being proposed? (25 Points)
 - a. Describe the program model including short term and long term goals, length of program, hours per week, etc.
 - b. Describe the services to be provided, including how these services will reduce recidivism and victimization.
 - c. How will the program model be cost-effective or reduce costs otherwise incurred by the criminal justice system?
4. Program Completion/Termination Criteria (15 Points)
 - a. What will the offender be required to accomplish in order to successfully complete the program?
 - b. Under what conditions may an offender be subject to termination from the program? How will the program respond to arrests while in-program?
 - c. How will the program handle non-compliance with the terms of participation? How will your program communicate with Probation on case activity, non-compliance, and termination?

- d. How will those that complete the program be transitioned to other services or supports?

5. Budget and Budget Narrative (ATTACHMENT A) (15 Points)

Provide a proposed budget that is complete, cost effective, and allowable (e.g. reasonable, allocable, and necessary for project activities). If applicable, the proposed budget must indicate how in-kind match funds will be allocated in the overall proposed budget. Budget narratives should demonstrate how applicants will maximize cost effectiveness of grant expenditures.

6. What is the plan for start-up and timetable for implementation? (15 Points)

Preference Points: Preference points will be given for the inclusion of in-kind match funding in the applicant's budget. Match must be specific in the budget and will become part of the funding award agreement. (5 Points)

Rating Process

Proposals that meet the basic requirements will be evaluated, scored, and ranked by an RFP review committee consisting of three representatives from the CCP. The RFP review committee will evaluate the merits of the proposals in accordance with the specified rating criteria (see Evaluation Process section) and determine which one is best suited to meet the needs of the Community Recidivism and Crime Reduction Grant Services Program. Following this rating process, the RFP review committee will forward award recommendations for consideration by the County of Santa Barbara BOS, which will award grants on [Enter Date]. Applicants will be notified of the results of the RFP review committee's proposal evaluation and rating process, as well as the decision of the BOS.

Summary of Key Dates

[Enter Date]	Issue RFP
[Enter Date]	RFP Due to the County of Santa Barbara General Services – Purchasing Division
[Enter Date]	Review, evaluate, and score RFP
[Enter Date]	BOS considers award recommendations by the RFP Review Committee
[Enter Date]	Applicants notified of award issuance
[Enter Date]	Project anticipated start-up date

Budget and Budget Narrative

Please fill out the following table for the project's proposed budget. In-kind match of grant funds requested is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be in whole dollars.

LINE ITEM	GRANT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries			
2. Fringe Benefits			
3. Services and Supplies			
4. Other Costs			
5. Indirect Costs			
TOTAL			

NOTE: The budget table above is an Excel document. Double click on the budget table, enter a number in each cell, and then save the document.

In the space below each line item, describe how grant funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Please provide sufficient detail to explain how all expenditures were estimated and calculated and how they are relevant to the completion of the proposed project.

1. Salaries:

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ATTACHMENT A
Budget and Budget Narrative

2. Fringe Benefits:

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3. Services and Supplies:

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4. Other:

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5. Indirect Costs:

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ATTACHMENT B

Penal Code Section 1233.10

Section 1233.10 is added to the Penal Code, to read:
1233.10.

(a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-15 according to the following schedule:

Alameda	\$250,000
Alpine	\$10,000
Amador	\$10,000
Butte	\$50,000
Calaveras	\$10,000
Colusa	\$10,000
Contra Costa	\$250,000
Del Norte	\$10,000
El Dorado	\$50,000
Fresno	\$250,000
Glenn	\$10,000
Humboldt	\$50,000
Imperial	\$50,000
Inyo	\$10,000
Kern	\$250,000
Kings	\$50,000
Lake	\$25,000
Lassen	\$10,000
Los Angeles	\$1,600,000
Madera	\$50,000
Marin	\$50,000
Mariposa	\$10,000
Mendocino	\$25,000
Merced	\$50,000
Modoc	\$10,000
Mono	\$10,000
Monterey	\$100,000
Napa	\$50,000
Nevada	\$25,000
Orange	\$500,000
Placer	\$50,000
Plumas	\$10,000
Riverside	\$500,000

ATTACHMENT B

Penal Code Section 1233.10

Sacramento	\$250,000
San Benito	\$25,000
San Bernardino	\$500,000
San Diego	\$500,000
San Francisco	\$250,000
San Joaquin	\$250,000
San Luis Obispo	\$50,000
San Mateo	\$250,000
Santa Barbara	\$100,000
Santa Clara	\$500,000
Santa Cruz	\$50,000
Shasta	\$50,000
Sierra	\$10,000
Siskiyou	\$10,000
Solano	\$100,000
Sonoma	\$100,000
Stanislaus	\$100,000
Sutter	\$25,000
Tehama	\$25,000
Trinity	\$10,000
Tulare	\$100,000
Tuolumne	\$25,000
Ventura	\$250,000
Yolo	\$50,000
Yuba	\$25,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.

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Penal Code Section 1233.10

(D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.

(E) Job training skills and employment.

(F) Truancy prevention programs.

(G) Literacy programs.

(H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.

(I) Individual or group assistance with referrals for any of the following:

(i) Mental and physical health assessments.

(ii) Counseling services.

(iii) Education and vocational programs.

(iv) Employment opportunities.

(v) Alcohol and drug treatment.

(vi) Health, wellness, fitness, and nutrition programs and services.

(vii) Personal finance and consumer skills programs and services.

(viii) Other personal growth and development programs to reduce recidivism.

(ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:

(A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.

(B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

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Penal Code Section 1233.10

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.

EXHIBIT 1

Additional Resources

- Santa Barbara County Community Corrections Partnership (CCP). *Public Safety Realignment Act (Assembly Bill 109/117) FY2014-2015 Plan*: <http://www.countyofsb.org/probation/default.aspx?id=40072>
- University of California, Santa Barbara (UCSB) Research Team (July 2014). *Santa Barbara County Annual Report Public Safety Realignment Act October 2011 – December 2013*: <http://www.countyofsb.org/probation/default.aspx?id=40072>
- *Penal Code Section 1233.10 (ATTACHMENT B)*

EXHIBIT 2



STANDARD TERMS & CONDITIONS

FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. Your signature means you've read and accepted these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.

2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.

4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.

6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.

6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted

EXHIBIT 2

accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.

8. **INSURANCE AND INDEMNIFICATION.** You agree to the indemnification and insurance provisions as set forth in Exhibit 3 attached hereto and incorporated herein by reference. The Exhibit refers to "COUNTY" in lieu of ("we/us/our") and "CONTRACTOR" in lieu of ("you/your").

9. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.

10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.

11. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

12. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 13.

12.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.

12.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.

13. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

15. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. Failure to comply may result in your vehicle being ticketed or towed without notice. Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.

16. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

17. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

EXHIBIT 3

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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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:

EXHIBIT 3

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 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

EXHIBIT 3

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.

SAMPLE