



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN12479

Order date

7/10/2025

Delivery address

Santa Barbara County
PUBLIC HEALTH GEN ACCTG
300 N SAN ANTONIO RD
SANTA BARBARA, CA
93110
SHEA SOTO
805-681-4628;5177

Vendor

226286
COUNTY OF MONTEREY HEALTH DEPARTMENT

168 W ALISAL ST
SALINAS
CA
93901
PHContracts@countyofmonterey.gov

Bill To

Santa Barbara County
300 N SAN ANTONIO RD SANTA BARBARA, CA 93110 805-
681-4628; 5177

Refer Inquiries to Buyer

Christian Garcia
cgarcia@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000286-LABORATORY TESTING	Environmental laboratory testing/analysis as per attached Scope of Work.	2026-06-30	1.00	Lot	5,000.00	5,000.00

Order Total USD

5,000.00

GENERAL: Environmental laboratory testing/analysis as per attached Scope of Work.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 06/30/2026.

LIMITATIONS: Total expenditure for the period shall not exceed \$5,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

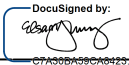
THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000).


The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and recycled content. To view our complete EPP policy, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory

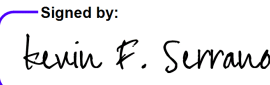
employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X)  DocuSigned by: Elsa Jimenez
Print Name/Title: Elsa Jimenez, Director of Health Services Date: 11/21/2025 | 3:47 PM PST
Applicable License # (Medical/Contractor/Etc.):

Accepted By: (X)  DocuSigned by: Phung Loman
Print Name/Title: Phung Loman Chief Procurement Officer Date: 11/21/2025 | 3:38 PM PDT

kfs

Signed by:  DocuSigned by: Kevin F. Serrano
Kevin F. Serrano Deputy County Counsel Date: 10/29/2025 | 4:04 PM PDT

County of Monterey

 DocuSigned by: Jennifer Forsyth
Jennifer Forsyth Auditor-Controller Analyst Date: 10/30/2025 | 8:49 AM PDT

Exhibit-A

Scope of Services

Monterey County Health Department Consolidated Chemistry Laboratory (MCHDCL) shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Environmental Laboratory testing/analysis services listed below as requested by the County of Santa Barbara:
 - a. Total Coliforms and E. coli
 - b. Legionella Testing
2. Laboratory methods used:
 - a. CDC Legionella pneumophila culture method
 - b. MCPHL lab developed PCR method
 - c. Legiolert (IDEXX)
3. Sample equipment delivery methods: MCHDCL will ship sample bottles, swabs and cooler if needed. These items can also be picked up at the lab by a Santa Barbara County Public Health Department (SBCPHD) courier or SBCPHD staff.
4. Sample delivery methods: SBCPHD will ship samples to the MCHDCL in a cooler on ice overnight using FedEx or another overnight carrier. These items can also be picked up at the laboratory by a SBCPHD courier or SBCPHD staff.
5. Expected sample turnaround times is approximately 3 weeks, dependent upon sample quality, and number of samples submitted per sampling event. Samples are processed immediately; however, Legionella are slow growing on culture. PCR results are considered preliminary and may be available sooner until confirmation by a culture is available.
6. Preliminary and final laboratory results are submitted by MCHDCL to SBCPHD by email once completed. The laboratory can also notify SBCPHD by phone if requested.
7. Fiscal Year 2025/2026 rates: \$138 per sample.



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR 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. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's 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 accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **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 CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, 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 payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **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.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services; (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

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

24. **NO WAIVER.** No delay or omission of COUNTY 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 Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

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. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 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. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **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.
11. **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.