

**AGREEMENT**

This Agreement ("Agreement") is dated April 23, 2024 and is between County of Fresno, a political subdivision of the State of California, hereinafter referred to as "County," and Washington Unified School District, a public school district, whose address is 7950 S. Elm Avenue, Fresno, CA, 93706, hereinafter referred to as "WUSD." County and WUSD may be collectively referred to herein as "Parties" or in the singular as "Party."

**Recitals**

A. WUSD desires to secure law enforcement services from the County, through the Fresno County Sheriff's Office, at the following two (2) Washington Unified School District sites: 1. American Union Elementary School, 2801 W. Adams Avenue, Fresno, CA, 93706, 2. Washington Union High School, 6041 S. Elm Avenue, Fresno, CA, 93706, (collectively referred to herein as the "Premises"); and

B. County is willing to provide such law enforcement services at the Premises at the rates and under the terms and conditions herein set forth.

The parties therefore agree as follows:

**Article 1**

**Services Provided by County**

1.1 **Scope of Services.** The County shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The County represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

**Article 2**

**County's Responsibilities**



1        2025-2026        2,080 hours @ \$163.40 = \$339,872

2        2026-2027        2,080 hours @ \$179.74 = \$373,859

3        2027-2028        2,080 hours @ \$197.71 = \$411,237

4        3.2        WUSD shall pay County the one-time startup and vehicle cost for law enforcement  
5 services for the WUSD Premises in a lump sum of eighty-seven thousand, five hundred dollars  
6 (\$87,500) thirty (30) days after the execution of this Agreement, as detailed in Exhibit B.

7        3.3        **Maximum Compensation.** The maximum compensation payable to the County  
8 under this Agreement if extended for two additional years under section 4.2 shall not exceed  
9 \$1,598,035.14. WUSD acknowledges that the County is a local government entity and does so  
10 with notice that the County's powers are limited by the California Constitution and by State law.  
11 The County acknowledges that WUSD employees have no authority to pay the County except  
12 as expressly provided in this Agreement. As indicated in Exhibit A, the hourly rates to be  
13 charged by County are the rates set forth in the County's Master Schedule of Fees, Charges,  
14 and Recovered Costs, Section 2609, subdivision (a), for Regular (i.e. General Law Enforcement  
15 Services) and Overtime (i.e. Special Law Enforcement Services) rates, in place at the time the  
16 services are provided. The parties further agree that if and when the Master Schedule of Fees,  
17 Charges and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised,  
18 in any way that changes the rates being charged for the services identified in this Agreement,  
19 such amended, changed or revised rates will automatically and without any notice to WUSD be  
20 incorporated into this Agreement, replacing any contrary or conflicting rates, from the effective  
21 date of the amendment, change, or revision in the rate(s), and will become the new rate to be  
22 paid by WUSD to County for services provided, from the effective date of the rate change  
23 forward. The parties acknowledge that the County's Master Schedule of Fees, Charges, and  
24 Recovered Costs is subject to change.

25        3.4        **Invoices.** County shall submit monthly invoices to the WUSD, and WUSD shall pay  
26 County within 30 calendar days of receipt of any such invoice. At the expiration or termination of  
27 this Agreement, County may, in the discretion of Sheriff or her or his designee, submit a final  
28 invoice for all amounts then unpaid, including any remaining, unpaid portion of the 2,080 hours



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2           **For the County:**  
3           Sheriff-Coroner-Public Administrator  
4           County of Fresno  
5           2200 Fresno Street  
6           Fresno, CA 93721  
7           Sheriff.Payables@fresnosheriff.org  
8           Fax: 559-488-3699

9           **For the WUSD:**  
10           Superintendent  
11           Randy Morris  
12           7950 S. Elm Avenue  
13           Fresno, CA, 93706  
14           randy.morris@wusd.ws  
15           Fax: 559-890-2879

16           5.2     **Change of Contact Information.** Either party may change the information in section  
17           5.1 by giving notice as provided in section 5.3.

18           5.3     **Method of Delivery.** Each notice between the County and WUSD provided for or  
19           permitted under this Agreement must be in writing, state that it is a notice provided under this  
20           Agreement, and be delivered either by personal service, by first-class United States mail, by an  
21           overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
22           Document Format (PDF) document attached to an email.

23                   (A) A notice delivered by personal service is effective upon service to the recipient.

24                   (B) A notice delivered by first-class United States mail is effective three County  
25                   business days after deposit in the United States mail, postage prepaid, addressed to the  
26                   recipient.

27                   (C) A notice delivered by an overnight commercial courier service is effective one  
28                   County business day after deposit with the overnight commercial courier service,  
29                   delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
30                   the recipient.

31                   (D) A notice delivered by telephonic facsimile transmission or by PDF document  
32                   attached to an email is effective when transmission to the recipient is completed (but, if  
33                   such transmission is completed outside of County business hours, then such delivery is  
34                   deemed to be effective at the next beginning of a County business day), provided that  
35                   the sender maintains a machine record of the completed transmission.





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**8.1 Indemnity.**

(A) WUSD shall indemnify, save, hold harmless, and at County’s request, defend the County, its officers, agents, and employees from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to County in connection with the performance, or failure to perform, by WUSD, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of WUSD, its officers, agents, or employees under this Agreement.

(B) County shall indemnify, save, hold harmless, and at WUSD’s request, defend the WUSD, its officers, agents, and employees from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to WUSD in connection with the performance, or failure to perform, by County, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney’s fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of County, its officers, agents, or employees under this Agreement.

**8.2 Survival.** This Article 8 survives the termination or expiration of this Agreement.

**Article 9**

**Insurance**

9.1 WUSD and County shall each comply with all the insurance requirements in Exhibit D to this Agreement.

**Article 10**

**Inspections, Audits, and Public Records**

10.1 **Inspection of Documents.** WUSD shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of WUSD’s records and data with respect to the matters covered by this

1 Agreement, excluding attorney-client privileged communications. WUSD shall, upon request by  
2 the County, permit the County to audit and inspect all of such records and data to ensure  
3 WUSD's compliance with the terms of this Agreement.

4 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this  
5 Agreement exceeds \$10,000, County is subject to the examination and audit of the California  
6 State Auditor, as provided in Government Code section 8546.7, for a period of three years after  
7 final payment under this Agreement. This section survives the termination of this Agreement.

8 **10.3 Public Records.** The County is not limited in any manner with respect to its public  
9 disclosure of this Agreement or any record or data that WUSD may provide to the County. The  
10 County's public disclosure of this Agreement or any record or data that WUSD may provide to  
11 the County may include but is not limited to the following:

12 (A) The County may voluntarily, or upon request by any member of the public or  
13 governmental agency, disclose this Agreement to the public or such governmental  
14 agency.

15 (B) The County may voluntarily, or upon request by any member of the public or  
16 governmental agency, disclose to the public or such governmental agency any record or  
17 data that WUSD may provide to the County, unless such disclosure is prohibited by  
18 court order.

19 (C) This Agreement, and any record or data that WUSD may provide to the County,  
20 is subject to public disclosure under the Ralph M. Brown Act (California Government  
21 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

22 (D) This Agreement, and any record or data that WUSD may provide to the County,  
23 is subject to public disclosure as a public record under the California Public Records Act  
24 (California Government Code Section 7920.000 et. seq.) ("CPRA").

25 (E) This Agreement, and any record or data that WUSD may provide to the County,  
26 is subject to public disclosure as information concerning the conduct of the people's  
27 business of the State of California under California Constitution, Article 1, section 3,  
28 subdivision (b).

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
2 respect to any record or data that WUSD may provide to the County shall be  
3 disregarded and have no effect on the County's right or duty to disclose to the public or  
4 governmental agency any such record or data.

5 10.4 **Public Records Act Requests.** If the County receives a written or oral request  
6 under the CPRA to publicly disclose any record that is in WUSD's possession or control, and  
7 which the County has a right, under any provision of this Agreement or applicable law, to  
8 possess or control, then the County may demand, in writing, that WUSD deliver to the County,  
9 for purposes of public disclosure, the requested records that may be in the possession or  
10 control of WUSD. Within five business days after the County's demand, WUSD shall (a) deliver  
11 to the County all of the requested records that are in WUSD's possession or control, together  
12 with a written statement that WUSD, after conducting a diligent search, has produced all  
13 requested records that are in WUSD's possession or control, or (b) provide to the County a  
14 written statement that WUSD, after conducting a diligent search, does not possess or control  
15 any of the requested records. WUSD shall cooperate with the County with respect to any  
16 County demand for such records. If WUSD wishes to assert that any specific record or data is  
17 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or  
18 data to the County and assert the exemption by citation to specific legal authority within the  
19 written statement that it provides to the County under this section. WUSD's assertion of any  
20 exemption from disclosure is not binding on the County, but the County will give at least 10  
21 days' advance written notice to WUSD before disclosing any record subject to WUSD's  
22 assertion of exemption from disclosure. WUSD shall indemnify the County for any court-ordered  
23 award of costs or attorney's fees under the CPRA that results from WUSD's delay, claim of  
24 exemption, failure to produce any such records, or failure to cooperate with the County with  
25 respect to any County demand for any such records.

26 **Article 11**

27 **Disclosure of Self-Dealing Transactions**



1       12.6 **Days.** Unless otherwise specified, "days" means calendar days.

2       12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
3 only and are not part of this Agreement.

4       12.8 **Severability.** If anything in this Agreement is found by a court of competent  
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
7 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
8 intent.

9       12.9 **Nondiscrimination.** During the performance of this Agreement, WUSD shall not  
10 unlawfully discriminate against any employee or applicant for employment, or recipient of  
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
14 all applicable State of California and federal statutes and regulation.

15       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
16 of WUSD under this Agreement on any one or more occasions is not a waiver of performance of  
17 any continuing or other obligation of WUSD and does not prohibit enforcement by the County of  
18 any obligation on any other occasion.

19       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
20 between WUSD and the County with respect to the subject matter of this Agreement, and it  
21 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
22 publications, and understandings of any nature unless those things are expressly included in  
23 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
24 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
25 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
26 exhibits.

27       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
28 create any rights or obligations for any person or entity except for the parties.

1 12.13 **Authorized Signature.** WUSD represents and warrants to the County that:

2 (A) WUSD is duly authorized and empowered to sign and perform its obligations  
3 under this Agreement.

4 (B) The individual signing this Agreement on behalf of WUSD is duly authorized to  
5 do so and his or her signature on this Agreement legally binds WUSD to the terms of this  
6 Agreement.

7 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
8 electronic signature as provided in this section.

9 (A) An "electronic signature" means any symbol or process intended by an individual  
10 signing this Agreement to represent their signature, including but not limited to (1) a  
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
12 electronically scanned and transmitted (for example by PDF document) version of an  
13 original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
15 equivalent to a valid original handwritten signature of the person signing this Agreement  
16 for all purposes, including but not limited to evidentiary proof in any administrative or  
17 judicial proceeding, and (2) has the same force and effect as the valid original  
18 handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section  
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
21 Part 2, Title 2.5, beginning with section 1633.1).

22 (D) Each party using a digital signature represents that it has undertaken and  
23 satisfied the requirements of Government Code section 16.5, subdivision (a),  
24 paragraphs (1) through (5), and agrees that each other party may rely upon that  
25 representation.

26 (E) This Agreement is not conditioned upon the parties conducting the transactions  
27 under it by electronic means and either party may sign this Agreement with an original  
28 handwritten signature.

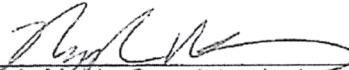


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The parties are signing this Agreement on the date stated in the introductory clause.

WASHINGTON UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

  
Randy Morris, Superintendent

  
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

7950 S. Elm Avenue  
Fresno, CA, 93706

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

For accounting use only:

Org No.: 31116337  
Account No.: 4975  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

Washington Unified School District

Sheriff-Coroner-Public Administrator, County of Fresno

### Scope of Services

County will provide law enforcement services, through the Fresno County Sheriff's Office, at the following two (2) Washington Unified School District sites: 1. American Union Elementary School, 2801 W. Adams Avenue, Fresno, CA, 93706, 2. Washington Union High School, 6041 S. Elm Avenue, Fresno, CA, 93706, at the then-current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for a Deputy Sheriff III at the "Regular" hourly rate, per hour. WUSD acknowledges that these rates are subject to change, as described in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is described in the Agreement.

## Exhibit B

### Compensation

1  
2 The County will be compensated for performance of its services under this Agreement  
3 as provided in this Exhibit B. The County is not entitled to any compensation except as  
4 expressly provided in this Exhibit B, and as described in the Agreement.

- 5 • WUSD shall pay County the cost of performing General Law Enforcement Services at  
6 the Premises, as set forth in Section 2.1 of the Agreement, at the applicable rate for  
7 such services as delineated in Exhibit A. WUSD will compensate County for a total of  
8 2,080 hours of General Law Enforcement Services each school year for the term of this  
9 Agreement, to be paid over eleven (11) equal monthly payments. The total hours for the  
10 school year may be changed before the school term, upon written approval of both  
11 parties no later than thirty (30) days prior to the beginning of the school term.
- 12 • As indicated in Exhibit A, the hourly rates to be charged by County, and subsequently  
13 paid by WUSD, are the rates set forth in the County's Master Schedule of Fees,  
14 Charges, and Recovered Costs, Section 2609, subdivision (a), for Regular (i.e. General  
15 Law Enforcement Service) and Overtime (i.e. Special Law Enforcement Services) rates,  
16 in place at the time the services are provided. The parties further agree that if and when  
17 the Master of Schedule of Fees, Charges and Recovered Costs, Section 2609,  
18 subdivision (a), is amended, changed, or revised, in any way that changes the rates  
19 being charged for the services identified in this Agreement, such amended, changed, or  
20 revised the rates being charged for the services identified in this Agreement, such  
21 amended, changed, or revised rate will automatically and without any notice to WUSD  
22 be incorporated into this Agreement, replacing any contrary or conflicting rate, from the  
23 effective date of the amendment, change, or revision in the rate(s), and will become the  
24 new rate to be paid by WUSD for services provided, from the effective date of the rate  
25 change forward. The parties acknowledge that the County's Master Schedule of Fees,  
26 Charges, and Recovered Costs is subject to change.
- 27 • County shall submit monthly invoices to WUSD and WUSD shall pay County within thirty  
28 (30) calendar days of receipt of any such invoice. At the expiration of termination of this

## Exhibit B

1 Agreement, County may, in the discretion of Sheriff or Sheriff's designee, submit a final  
2 invoice for all amounts unpaid and earned, including any remaining, unpaid portion of  
3 the 2,080 hours of General Law Enforcement Services, and WUSD shall pay the full  
4 amount of this final invoice with thirty (30) days of receipt thereof. Any payment made  
5 more than 30 days after receipt of an invoice may result in termination of this Agreement  
6 or service reduction, in the sole discretion of the Fresno County Sheriff's Office, without  
7 any penalty or recourse against County.

8 WUSD agrees to pay County the one-time startup and vehicle cost for law enforcement  
9 services for the WUSD Premises in a lump sum of eighty-seven thousand, five hundred  
10 dollars (\$87,500) thirty (30) days after the execution of this Agreement, and County will  
11 submit invoice to WUSD for the one-time startup and vehicle cost, to be paid in thirty  
12 (30) days, as follows:

13 A. One Patrol Vehicle (Vehicle, Upfitting Computer, and Radio) \$81,000

14 B. Equipment, Background, Polygraph, Psych Eval \$6,500

15 Total Startup Costs \$87,500

16  
17 **Contact for Invoices.** The persons and their addresses having authority to give and receive  
18 invoices provided for or permitted under this Agreement include the following:

19 **For the County:**

20 Sheriff's Business Office  
21 County of Fresno  
22 2200 Fresno Street  
23 Fresno, CA 93721  
24 Sheriff.Payables@fresnosheriff.org  
25 Fax: 559-600-8318

26 **For the WUSD:**

27 Accounts Payable  
28 7950 S. Elm Avenue  
29 Fresno, CA, 93706  
30 [accountspayable@wusd.ws](mailto:accountspayable@wusd.ws) (Accounts Payable)  
31 [cvaz@wusd.ws](mailto:cvaz@wusd.ws) (Chris Vaz)

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from WUSD or any third parties, WUSD, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. WUSD shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under WUSD's policy.
- (B) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) WUSD shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then WUSD shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (C) **Molestation Liability.** Sexual abuse / molestation liability insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If WUSD is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after WUSD signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, WUSD shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to

## Exhibit D

the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) WUSD has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under WUSD's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of WUSD's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of WUSD.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, WUSD shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, WUSD shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other

## Exhibit D

reason, and for any other change to the policy, WUSD shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of WUSD or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If WUSD has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, WUSD shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** WUSD waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. WUSD is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but WUSD's waiver of subrogation under this paragraph is effective whether or not WUSD obtains such an endorsement.
- (F) **County's Remedy for WUSD's Failure to Maintain.** If WUSD fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the WUSD. The County may offset such charges against any amounts owed by the County to WUSD under this Agreement.
- (G) **Subcontractors.** WUSD shall require and verify that all subcontractors used by WUSD to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize WUSD to provide services under this Agreement using subcontractors.