

SERVICE AGREEMENT

This Service Agreement (Agreement) is dated _____ and is between the Scottish Society of Central California, a non-profit California corporation (Contractor), and the County of Fresno, a political subdivision of the State of California (County).

Recitals

A. The Contractor desires to conduct a Scottish Highlands Gathering and Games Event (Event) at Kearney Park; and

B. The County desires to make Kearney Park available to the Contractor for said Event under the terms and conditions of this Agreement.

C. In consideration of the mutual promises and covenants contained in the Agreement for other valuable consideration, the receipt and adequacy of which are acknowledged.

The parties therefore agree as follows:

Article 1

Contractor’s Services

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

1.2 **Representation.** The Contractor 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 Contractor 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

2.1 The County shall prepare Kearney Park grounds and facilities for Contractor prior to exclusive use Events and grant appropriate access to park facilities for Event operations.

2.2 The County shall make staff available to assist with facility issues and practical requisitions during normal staff work hours (6:00 am – 2:30 pm).

1 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
2 Contractor, may:

- 3 (A) Modify the services provided by the Contractor under this Agreement; or
- 4 (B) Terminate this Agreement.

5 **6.2 Termination for Breach.**

6 (A) Upon determining that a breach (as defined in paragraph (C) below) has
7 occurred, the County may give written notice of the breach to the Contractor. The written
8 notice may suspend performance under this Agreement, and must provide at least thirty
9 (30) days for the Contractor to cure the breach.

10 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
11 time stated in the written notice, the County may terminate this Agreement immediately.

12 (C) For purposes of this section, a breach occurs when, in the determination of the
13 County, the Contractor has:

- 14 (1) Obtained or used funds illegally or improperly;
- 15 (2) Failed to comply with any part of this Agreement;
- 16 (3) Submitted a substantially incorrect or incomplete report to the County.

17 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
18 County may terminate this Agreement by giving at least thirty (30) days advance written notice
19 to the Contractor.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
21 under this Article 6 is without penalty to or further obligation of the County.

22 **Article 7**

23 **Independent Contractor**

24 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
25 agents, employees, and volunteers, is at all times acting and performing as an independent
26 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
27 venturer, partner, or associate of the County.

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

5 **10.2 Public Records.** The County is not limited in any manner with respect to its public
6 disclosure of this Agreement or any record or data that the Contractor may provide to the
7 County. The County's public disclosure of this Agreement or any record or data that the
8 Contractor may provide to the County may include but is not limited to the following:

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

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

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

19 (D) This Agreement, and any record or data that the Contractor may provide to the
20 County, is subject to public disclosure as a public record under the California Public
21 Records Act (California Government Code, Title 1, Division 10, Part 2, Chapter 3,
22 beginning with section 7922.000) (CPRA).

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

27 (F) Any marking of confidentiality or restricted access upon or otherwise made with
28 respect to any record or data that the Contractor may provide to the County shall be

1 disregarded and have no effect on the County's right or duty to disclose to the public or
2 governmental agency any such record or data.

3 **10.3 Public Records Act Requests.** If the County receives a written or oral request
4 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
5 and which the County has a right, under any provision of this Agreement or applicable law, to
6 possess or control, then the County may demand, in writing, that the Contractor deliver to the
7 County, for purposes of public disclosure, the requested records that may be in the possession
8 or control of the Contractor. Within five (5) business days after the County's demand, the
9 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
10 possession or control, together with a written statement that the Contractor, after conducting a
11 diligent search, has produced all requested records that are in the Contractor's possession or
12 control, or (b) provide to the County a written statement that the Contractor, after conducting a
13 diligent search, does not possess or control any of the requested records. The Contractor shall
14 cooperate with the County with respect to any County demand for such records. If the
15 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
16 CPRA or other applicable law, it must deliver the record or data to the County and assert the
17 exemption by citation to specific legal authority within the written statement that it provides to
18 the County under this section. The Contractor's assertion of any exemption from disclosure is
19 not binding on the County, but the County will give at least ten (10) days' advance written notice
20 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
21 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
22 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
23 failure to produce any such records, or failure to cooperate with the County with respect to any
24 County demand for any such records.

25 **Article 11**

26 **Disclosure of Self-Dealing Transactions**

27 **11.1 Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
28 or changes its status to operate as a corporation.

1 12.8 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Contractor and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Contractor and the County with respect to the subject matter of this Agreement,
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

27 (A) The Contractor is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so, and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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

Scottish Society of Central California

COUNTY OF FRESNO



Roger Wilson, ~~Games~~ Chief

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

P.O. Box 5699
Fresno, CA 93755

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

By: _____
Deputy

For accounting use only:

Org No.: 7910
Account No.: 5055
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

1. Permission to Use:

Subject to the terms and conditions of this Agreement, the Contractor shall be entitled to exclusive use of Kearney Park (the "Property") to conduct a one-day Event each year, provided that the Property, at all times during the Event, shall be open to all members of the public under the same terms and conditions of persons who are invited by, or otherwise allowed by, Contractor to attend or participate in the Event. In conjunction with this Event, Contractor shall be solely responsible for providing all adequate and appropriate staffing, equipment, and supplies to set-up, operate, breakdown, clean up (both during the Event and upon its conclusion), and administratively coordinate the Event. Contractor shall be the responsible sponsor of the Event but may enlist the assistance of or contract with other sponsors for the Events provided the Contractor shall always be responsible for all of its obligations under this Agreement.

The first Event shall occur on September 20, 2026. County is not responsible if inclement weather affects or otherwise prevents Contractor from holding the Event on the mutually agreed to date.

Contractor represents that it anticipates an attendance of approximately 3,000 persons at the September 20, 2026 event.

Future Scottish Highland Gathering and Games Event dates will be mutually agreed upon by the county and the Scottish Society of Central California.

2. Security, Traffic Control, Parking, Rubbish and Sanitary Facilities:

A. Contractor shall be solely responsible for providing crowd control by making adequate and appropriate arrangements for security to ensure the safety of all persons in and around the Property during the day of each Event. In this regard, Contractor shall, without any cost or expense to County, provide all necessary security and traffic control on the day of each Event, sufficient, as determined by the Fresno County Sheriff's Office and the California Highway Patrol, to ensure the safety of all patrons, Event participants, invitees and members of

Exhibit A

1 the public who come onto the Property, and County staff. The Contractor also shall be
2 responsible for providing adequate and appropriate traffic and parking control.

3 B. The Contractor shall provide an adequate number of clean, portable toilets
4 (stocked with appropriate paper supplies) and hand-washing stations (stocked with appropriate
5 paper supplies and soap) in the Event area, as determined by the County's Resources
6 Manager.

7 C. The Contractor shall be responsible for providing, at its sole expense,
8 adequate dumpsters for disposal of all refuse generated by each Event, and litter and debris
9 control. Contractor shall also provide, at its own expense, any additional personnel, trash cans,
10 equipment and supplies needed, over and above the County's normal and customary operation
11 for making the Property available to Contractor in the paragraph immediately above, in order to
12 maintain the Property in a safe, clean, attractive, and orderly condition during each Event.
13 Contractor shall provide, at its sole expense, containers for recycling. Contractor shall dispose
14 of recycled material at an approved recycling facility.

15 3. Construction of Facilities, Structures, Tents and Stands:

16 A. The Contractor shall, upon the pre-approval from County and at the
17 Contractor's sole expense, be allowed to construct and maintain on the Property, during each
18 Event, such temporary facilities and structures as are necessary for conducting each Event,
19 including, but not limited to, fences, barriers, grandstands and signs, provided however, such
20 temporary facilities and structures shall not cause any damage to the Property.

21 B. The Contractor shall also be and is hereby granted permission to erect tents,
22 concession stands, or both, during each Event provided however, such temporary facilities and
23 structures shall not cause any damage to the Property.

24 C. All construction and installation, including electrical hook-ups, shall be made
25 by Contractor and at Contractor's sole expense, and shall always be done in a good
26 workmanlike manner, with appropriate equipment, supplies and materials, by properly skilled
27 personnel, who shall have contractor's licenses for performing any of such work where
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Exhibit A

1 contractor's licenses would be required by building and construction codes and laws. Contractor
2 shall obtain all necessary building permits.

3 D. All structures, facilities, concession stands, tents and items provided by
4 Contractor shall be removed by Contractor at Contractor's sole expense no later than twenty-
5 four (24) hours following the conclusion of each Event, and Contractor shall fully restore the
6 Property to its original condition as it existed prior to the Event.

7 4. Maintenance of, and Payment for, Damage to Property:

8 County shall be responsible for making the Property available to Contractor immediately
9 prior to Contractor's Event in as clean, attractive and orderly a condition as would be normal for
10 County's parks and recreation facilities that are of a similar type to the Property, provided,
11 however, County shall not have any obligation to continue to maintain or clean up the Property
12 during each Event, or provide any other services during each event.

13 Contractor shall be liable for any and all theft of, and damage and destruction to any and
14 all plants, shrubs, trees, turf, paved surfaces, irrigation systems, equipment and structures and
15 improvements located upon the Property, and improvements located beneath the Property,
16 excluding reasonable wear and tear, and for all cleanup of all litter and debris caused by
17 Contractor or its officers, employees, agents, sponsors, patrons, Event participants, invitees and
18 members of the public who come onto the Property. County shall inspect the Property for
19 cleanup purposes no later than twenty-four (24) hours after the conclusion of each Event.
20 County shall inspect the Property for theft, damage and destruction no later than seventy-two
21 (72) hours after Contractor has removed all temporary structures, facilities, concession stands
22 and tents referred to in section 3 above. If, as a result of said inspections by County, any theft,
23 damage or destruction, or litter or debris is found to exist, County shall remove any litter and
24 debris and repair or replace any loss, damage or destruction, and the costs and expenses for
25 repairs or replacement, or cleanup first shall be deducted from the cleaning/damage deposit
26 until exhausted, and thereafter, shall be billed to Contractor, who shall be fully responsible for
27 paying all such amounts due. County shall determine its costs and expenses chargeable to
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Exhibit A

1 Contractor by using County's actual cost and expenses of materials, supplies, goods, and labor,
2 including County overhead, as applicable.

3 5. Sales:

4 A. Souvenirs and Apparel: The Contractor shall have the right to sell official
5 Event souvenirs and apparel onsite of the Property and to retain one hundred percent (100%) of
6 such revenue.

7 B. Food, Drinks and Merchandise: The Contractor or its Concessionaire(s) may
8 sell food, drinks and merchandise onsite of the Property and shall retain one hundred percent
9 (100%) of such revenue. Alcohol sales shall be permitted at each Event, conditioned on
10 compliance with all applicable laws and regulations, specifically including the responsibility of
11 Contractor or its concessionaire(s) to obtain all necessary licenses for such sales as required by
12 the Alcoholic Beverage Control Board.

13 C. Sales and Use Taxes, and Other Taxes: Contractor shall be solely responsible
14 for complying with any and all laws concerning the charging of, collecting, and paying to the
15 appropriate governmental authorities, all sales and use taxes, and any other taxes and charges,
16 in connection with the sales of any food, drinks (including, but not limited to, alcoholic
17 beverages), merchandise, and other goods in connection with each Event, and the County shall
18 not have any obligation in connection therewith.

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Exhibit B

Compensation

The County will be compensated for fees associated with exclusive use of Kearney Park under this Agreement as provided in this Exhibit B.

1. Compensation:

A. Contractor shall make the following payments, in full, to the County within ten (10) days prior to each Event.

(i) Three Thousand Two Hundred Seventy Dollars (\$3,270.00) per day for use of Property for each Event, which is not refundable in any event; and

(ii) One Thousand Dollars (\$1,000.00) per day for a cleanup/ damage deposit which is refundable, provided however, such deposit shall not be refunded to the extent that the County incurs costs or expenses to clean up the Property, or otherwise repair any damage to the Property, in connection with each Event. The posting of such deposit shall neither substitute nor serve as any sort of limitation on Contractor's obligations hereunder to clean up, repair, or otherwise replace any damage to the Property caused in connection with each Event.

B. Contractor shall make the following payments, in full, to the County no later than thirty (30) days after the date of the invoice from the County.

(i) The Contractor agrees to pay the County the standard vehicle entrance fee ("VEF") of Five Dollars (\$5.00) per vehicle entering the Property on the day of each Event, and Contractor shall use sequentially numbered tickets to serve as the vehicle entry passes for each Event. County shall have the right to verify the vehicle count during each Event, either by mechanical means or by physical count, and it is hereby agreed that the accuracy of County's count shall not be disputed and shall be accepted as the final and official count for the purpose of calculating the Contractor's total VEF payment component pursuant to this Paragraph 1(B)(i) (based on the number of vehicles entering the Property during

Exhibit B

1 each Event, multiplied by the standard VEF charge of Five Dollars (\$5.00)
2 per vehicle).

3 (ii) Contractor will be allowed to create up to twenty-five (25),
4 County approved, proprietary Event staff vehicle identification markers
5 that must be placed on the Event staff vehicle front windshield, in the
6 upper right hand corner, to identify Event staff vehicles which will neither
7 be charged the standard VEF nor counted in calculating the Contractor's
8 total VEF payment component pursuant to this Paragraph 1(B)(ii);
9 provided that such Event staff vehicles shall be required to use the
10 appropriate vehicle entrance gate which will be specified in advance of
11 each Event date by the County. Contractor shall make such payment to
12 the County within thirty (30) days of the date of the invoice from the
13 County, and it is expressly acknowledged that such obligation on the part
14 of the Contractor shall survive the expiration of the term of this
15 Agreement.

16 C. If Contractor fails to pay fully any of the foregoing amounts to County within
17 the time specified above, then:

18 (i) County shall have the sole right to immediately terminate this
19 Agreement, upon written notice thereof given by County's Director of the
20 Department of Public Works and Planning or his or her designee, to
21 Contractor; and County shall be entitled to retain all of such funds (if any)
22 having theretofore been paid by Contractor, and Contractor shall remain
23 liable to County for full payment of all of such amounts, and for any other
24 damages caused to County.

25 D. All payments by Contractor to County shall be made and delivered to: Fresno
26 County Parks, 2220 Tulare Street, 6th Floor, Fresno, CA 93721.

27 2. Event Entrance Fee Authorization:
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Exhibit B

1 The Contractor shall not be prohibited from collecting an additional fee for entry
2 (i.e. in addition to the standard VEF payable to the County under Paragraph 1(B)(i)), for entry
3 onto the Property during the dates of the Event, and the amount of such additional fee is neither
4 approved nor disapproved of by County.

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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

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

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies 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. The Contractor 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 the Contractor's policy.
- (B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within thirty (30) days after the Contractor 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, the Contractor 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, and by mail or email to 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) the Contractor 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

Exhibit D

insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (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, the Contractor 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, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than ten (10) days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than thirty (30) days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor 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 the Contractor 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, the Contractor 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.** The Contractor 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. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor 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 Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all

Exhibit D

insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.