

1 **AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 the City of Avenal, a California Municipal Corporation (“City”), and the County of Fresno, a
4 political subdivision of the State of California (“County”).

5 **Recitals**

6 A. City desires to establish this Agreement with County, and County has the capability and
7 capacity to provide certain dispatching services for fire suppression calls, which may include
8 dispatching of non-transport first responder services from County’s EMS Communications
9 Center

10 B. It is to the mutual benefit and in the best interest of the parties hereto to have a
11 combined EMS and Fire Dispatching Services for the purpose of providing improved services to
12 the public.

13 C. It is a goal of County and City to maintain a consolidated dispatching services in Fresno
14 County.

15 D. It has been determined by City and County that there is a need to provide EMS
16 dispatching services and Fire Dispatching Services through a centralized and combined effort
17 by County’s EMS Communications Center and City Fire.

18 E. County’s EMS Communications Center is staffed and operated by K.W.P.H. Enterprises,
19 doing business as American Ambulance, a California Corporation (“Provider”) through that
20 certain Emergency Medical Services and Provider Agreement for Emergency Ambulance
21 Services, dated May 16, 2017 (County Agreement No. 17-218), by and between County and
22 Provider, including all amendments thereto (the “EMS Provider Agreement”).

23 The parties therefore agree as follows:

24 **Article 1**

25 **City’s Responsibilities**

26 1.1 The City shall perform all of the City’s Responsibilities provided in Exhibit A to this
27 Agreement, titled “City’s Responsibilities.”

28 1.2 **Representation.** The City represents that it is qualified, ready, willing, and able to

1 perform all of the City’s Responsibilities provided in this Agreement.

2 1.3 **Compliance with Laws.** The City shall, at its own cost, comply with all applicable
3 federal, state, and local laws and regulations in the performance of its obligations under this
4 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
5 and regulations.

6 **Article 2**

7 **County’s Services**

8 2.1 The County shall perform all of the services provided in Exhibit B to this Agreement
9 titled “County’s Services.”

10 2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to
11 perform all of the services provided in this Agreement.

12 2.3 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
13 federal, state, and local laws and regulations in the performance of its obligations under this
14 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
15 and regulations.

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 For County’s performance of Fire Dispatching Services herein, City agrees to pay,
19 and the County agrees to receive, compensation for the performance of its services under this
20 Agreement according to Exhibit C to this Agreement, titled “Compensation.”

21 3.2 **Maximum Compensation.** The maximum compensation payable to County under
22 the performance of this Agreement is as follows:

23 For the period of June 1, 2026 through June 30, 2026, the amount of this Agreement
24 shall not exceed Three Thousand Seven and 00/100 Dollars (\$3,007.00).

25 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement
26 shall not exceed Thirty-Six Thousand Eighty-Four and 00/100 Dollars (\$36,084.00).

27 For the period of July 1, 2027 through December 31, 2027, the amount of this
28 Agreement shall not exceed Eighteen Thousand Forty-Two and 00/100 Dollars (\$18,042.00).

1 are not allocated, then either party may:

2 (A) Modify the services provided under this Agreement; or

3 (B) Terminate this Agreement by the non-appropriating governmental agency giving
4 the other party at least ninety (90) days advance written notice of an intention to
5 terminate.

6 **6.2 Termination for Breach.**

7 (A) Upon determining that a breach (as defined in paragraph (C) below) has
8 occurred, the County will give written notice of the breach to the City. The written notice
9 must provide at least 30 days for the City to cure the breach.

10 (B) If the City fails to cure the breach to the County's satisfaction within the thirty (30)
11 day period, 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 City 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; or

17 (4) Improperly performed any of its obligations under this Agreement.

18 **6.3 Termination without Cause.** Under circumstances other than those set forth above,
19 this Agreement may be terminated by City or County upon giving the other party at least ninety
20 (90) days advance written notice of an intention to terminate.

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

23 **6.5 County's Rights upon Termination.** City shall pay County for Fire Dispatching
24 Services performed prior to termination of this Agreement as provided in Section 3.4 of this
25 Agreement. This section survives the termination of this Agreement.

26 **Article 7**

27 **Independent Contractor**

28 **7.1 Status.** In performing under this Agreement, the County, including its officers,

1 agents, employees, and volunteers, is at all times acting and performing as an independent
2 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
3 venturer, partner, or associate of the City.

4 7.2 **Verifying Performance.** The City has no right to control, supervise, or direct the
5 manner or method of the County's performance under this Agreement, but the City may verify
6 that the County is performing according to the terms of this Agreement.

7 7.3 **Benefits.** Because of its status as an independent contractor, the County has no
8 right to employment rights or benefits available to City employees. The County is solely
9 responsible for providing to its own employees all employee benefits required by law. The
10 County shall indemnify, defend, and save the City harmless from all matters relating to the
11 payment of County's employees, including compliance with Social Security withholding and all
12 related regulations.

13 7.4 **Services to Others.** The parties acknowledge that, during the term of this
14 Agreement, the County may provide services to others unrelated to the City.

15 **Article 8**

16 **Indemnity and Defense**

17 8.1 **Indemnity by City.** The City shall indemnify and hold harmless and defend the
18 County (including its officers, agents, employees, and volunteers) against all claims, demands,
19 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
20 liabilities of any kind to the County, the City, or any third party that arise from or relate to the
21 performance or failure to perform by the City (or any of its officers, agents, subcontractors, or
22 employees) under this Agreement. The County may conduct or participate in its own defense
23 without affecting the City's obligation to indemnify and hold harmless or defend the County.

24 8.2 **Indemnity by County.** The County shall indemnify and hold harmless and defend
25 the City (including its officers, agents, employees, and volunteers) against all claims, demands,
26 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
27 liabilities of any kind to the City, the County, or any third party that arise from or relate to the
28 performance or failure to perform by the County (or any of its officers, agents, subcontractors,

1 disclosure of this Agreement or any record or data that the other party may provide to the party.
2 A party's public disclosure of this Agreement or any record or data that the other party may
3 provide to the party may include but is not limited to the following:

4 (A) A party may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose this Agreement to the public or such governmental
6 agency.

7 (B) A party may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose to the public or such governmental agency any record or
9 data that the other party may provide to the party, unless such disclosure is prohibited by
10 court order.

11 (C) This Agreement, and any record or data that A party may provide to the other
12 party, is subject to public disclosure under the Ralph M. Brown Act (California
13 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

14 (D) This Agreement, and any record or data that A party may provide to the other
15 party, is subject to public disclosure as a public record under the California Public
16 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
17 with section 6250) ("CPRA").

18 (E) This Agreement, and any record or data that a party may provide to the other
19 party, is subject to public disclosure as information concerning the conduct of the
20 people's business of the State of California under California Constitution, Article 1,
21 section 3, subdivision (b).

22 (F) Any marking of confidentiality or restricted access upon or otherwise made with
23 respect to any record or data that a party may provide to the other party shall be
24 disregarded and have no effect on the party's right or duty to disclose to the public or
25 governmental agency any such record or data.

26 **10.4 Public Records Act Requests.** If a party receives a written or oral request under
27 the CPRA to publicly disclose any record that is in the other party's possession or control, and
28 which the party has a right, under any provision of this Agreement or applicable law, to possess

1 Agreement may not be modified, and no waiver is effective, except by written agreement signed
2 by both parties. The City acknowledges that County employees have no authority to modify this
3 Agreement except as expressly provided in this Agreement.

4 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
5 under this Agreement without the prior written consent of the other party.

6 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
7 or related to this Agreement.

8 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
9 County, California. City consents to California jurisdiction for actions arising from or related to
10 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
11 and maintained in Fresno County.

12 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
13 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
14 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
15 against either party.

16 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

17 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
18 only and are not part of this Agreement.

19 11.8 **Severability.** If anything in this Agreement is found by a court of competent
20 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
21 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
22 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
23 intent.

24 11.9 **Nondiscrimination.** During the performance of this Agreement, the City and the
25 County shall not unlawfully discriminate against any employee or applicant for employment, or
26 recipient of services, because of race, religious creed, color, national origin, ancestry, physical
27 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
28 gender identity, gender expression, age, sexual orientation, military status or veteran status

1 pursuant to all applicable State of California and federal statutes and regulation.

2 11.10 **No Waiver.** Payment, waiver, or discharge by a party of any liability or obligation of
3 the other party under this Agreement on any one or more occasions is not a waiver of
4 performance of any continuing or other obligation of the other party and does not prohibit
5 enforcement by a party of any obligation on any other occasion.

6 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
7 between the City and the County with respect to the subject matter of this Agreement, and it
8 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
9 publications, and understandings of any nature unless those things are expressly included in
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
13 exhibits.

14 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
15 create any rights or obligations for any person or entity except for the parties.

16 11.13 **Authorized Signature.** The City represents and warrants to the County that:

17 (A) The City is duly authorized and empowered to sign and perform its obligations
18 under this Agreement.

19 (B) The individual signing this Agreement on behalf of the City is duly authorized to
20 do so and his or her signature on this Agreement legally binds the City to the terms of
21 this Agreement.

22 (C) The County is duly authorized and empowered to sign and perform its obligations
23 under this Agreement.

24 (D) The individual signing this Agreement on behalf of the County is duly authorized
25 to do so and his or her signature on this Agreement legally binds the County to the terms
26 of this Agreement.

27 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
28 electronic signature as provided in this section.

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

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

11 (C) The provisions of this section satisfy the requirements of Civil Code section
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1).

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

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

21 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
22 original, and all of which together constitute this Agreement.

23 **Article 12**

24 **Miscellaneous Provisions**

25 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any
26 during the term of the EMS Provider Agreement, will carry out County’s provision of Fire
27 Dispatching Services herein. In the event of any such replacement of Provider, the replacement
28 EMS Provider Agreement will be on substantially the same terms as the EMS Provider

1 Agreement to the extent that it concerns this Agreement, as provided herein.

2 **12.2 Force Majeure.**

3 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
4 carry out its obligations under this Agreement, that party shall give to the other party hereto
5 prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the
6 obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall
7 be suspended during, but no longer than, the continuance of the Force Majeure, except for a
8 reasonable time thereafter required to resume performance.

9 B. During any period in which either party hereto is excused from performance by
10 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,
11 diligently, and in good faith take all reasonable action required in order for it to be able to
12 promptly commence or resume performance of its obligations under this Agreement. Without
13 limiting the generality of the foregoing, the party so excused from performance shall, during any
14 such period of Force Majeure, take all reasonable action necessary to terminate any temporary
15 restraining order or preliminary or permanent injunctions to enable it to so commence or resume
16 performance of its obligations under this Agreement.

17 C. The party whose performance is excused due to the occurrence of an event of
18 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
19 required in order for it to be able to commence or resume performance of its obligations under
20 this Agreement.

21 D. "Force Majeure" is defined as an Act of God, act of public
22 enemy, war, and other extraordinary causes not reasonably within the control of either of the
23 parties hereto.

24 *[SIGNATURE PAGE FOLLOWS]*

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

CITY OF AVENAL

COUNTY OF FRESNO

 **May 1, 2026**
Alvaro Preciado, Mayor of the City of Avenal

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

 **May 1, 2026**
Antony V. López, City Manager City of Avenal

Date

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

Mailing address:
Attn: Fire Department
City of Avenal
919 Skyline Blvd
Avenal, CA 93204

By: _____
Deputy

For accounting use only:

Org No.: 56201693
Account No.: 5039
Fund No.: 0001
Subclass No.: 10000

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Exhibit A

City's Responsibilities

City shall perform the following functions:

(1) City shall provide all fire suppression services for all fire suppression calls dispatched by County's EMS Communications Center requiring City Fire apparatuses in accordance with City Fire's Policies and Procedures.

(2) City Fire shall consult with County's Representative in developing City Fire's Policies and Procedures relating to dispatch only. City shall provide City Fire's Policies and Procedures relating to dispatch to County for review thereof by County's Representative. City shall not approve City Fire's Policies and Procedures relating to dispatch until first having conferred with County's Representative and such representative agrees such policies and procedures are not inconsistent with the County's EMS Communication Center's policies and procedures. County's Representative shall have neither the right nor the duty to approve the number of City Fire apparatuses or personnel, or amount of City Fire equipment or other resources, that City Fire deems sufficient to respond to any calls for City Fire Dispatching Services, or other City Fire's Policies and Procedures unrelated to dispatch. City Fire shall be reasonable in developing City Fire's Policies and Procedures relating to dispatch such that those policies and procedures are substantially consistent with County's EMS Communication Center's Policies and Procedures.

(3) City shall participate in continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of City Fire resources, as needed.

(4) City shall assure all calls to City for EMS and fire suppression services are immediately transferred to County's EMS Communications Center.

(5) In the event that City purchases and/or implements software/equipment that requires County to purchase additional software/equipment to accommodate that purchase, then City shall bear full responsibility for any additional costs incurred by County and County shall invoice City for costs incurred.

(6) Upon request by County, City shall provide County with data, which

Exhibit A

1 includes the exact times EMS and fire suppression calls are received at City's Police
2 Department Communications Center (or other point of City contact, if any) and transferred to
3 County's EMS Communications Center.

4 (7) City agrees to provide an internal quality improvement program, which
5 includes the participation of County and Provider.

6 (8) City shall be responsible for the provision and maintenance of all radio
7 and computer equipment in City Fire apparatuses and City owned radio infrastructure.

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Exhibit B

County's Services

County shall be responsible for and provide each of the following:

(1) County shall obtain and maintain dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for City Fire Dispatching Services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its City Fire Dispatching Services under this Agreement; and

(2) County shall be responsible for selection, configuration, installation, and maintenance of equipment, hardware, software and other technologies associated with this Agreement. Such equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained by County through this Agreement shall be the sole property of County. In the event City purchases and/or obtains software (including software licenses) for sole use by City, then City shall be responsible for on-going maintenance, and replacement costs; and

(3) County shall provide City Fire Dispatching Services requiring responses by City Fire apparatuses as follows:

(a) County's EMS Communication Center shall provide all City Fire Dispatching Services in accordance with City Fire's Policies and Procedures affecting City Fire Dispatching Services under this Agreement ("City Fire's Policies and Procedures") (to the extent that they relate only to dispatch), which shall be subject to review by County's EMS Director, or designee (the "County's Representative"), as provided in Section (2) of Exhibit A.

(b) County's EMS Communication Center shall dispatch City Fire's apparatuses through City's radios and electronic communications systems, and in accordance with City Fire's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject to review by County's Representative, as provided in Section (2) of Exhibit A.

(c) In accordance with City Fire's Policies and Procedures, County's EMS Communications Center shall provide pre-arrival instructions to callers requesting City Fire's services.

Exhibit B

1 (d) County's EMS Communications Center shall provide inter-agency
2 coordination regarding requests for City Fire services, mutual aid, and instant-aid services, and
3 order specialized fire equipment from City or other agencies (e.g., hazardous materials
4 equipment, or "jaws of life"), which may be needed to handle an incident, and perform other
5 related duties, all in accordance with City Fire's Policies and Procedures (to the extent that they
6 relate only to dispatch), which shall be subject to review by County's Representative, as
7 provided in Section (2) of Exhibit A.

8 (e) County's EMS Communications Center shall track all activity of
9 City Fire's apparatuses utilizing the County's EMS Communications Center CAD system.

10 (f) County shall record all telephone and radio transmissions and
11 provide instant playback as needed. Upon request, County shall provide audio recordings to
12 City Fire.

13 (g) County shall provide reports to City as requested. County must be
14 given reasonable time to develop custom reports or reports that are not already developed.

15 (h) County shall provide 1 radio operator for dispatching of City Fire's
16 apparatuses 24 hours a day, 7 days a week. City understands that the radio operator is not
17 dedicated for the sole purpose of City and that the radio operator may be dispatching other fire
18 and EMS providers. City Fire shall work collaboratively with County on policies and procedures
19 that are consistent with other fire agencies that are being dispatching in County's EMS
20 Communications Center. County shall provide that dispatching staff shall be trained in
21 emergency fire dispatch.

22 (i) County shall provide a minimum of one (1) dispatch supervisor be
23 on duty at County's EMS Communications Center twenty-four (24) hours a day, seven (7) days
24 a week. The supervisor shall be available to City's on-duty fire administration as needed.

25 (j) County shall maintain an up-to-date manual of City Fire's Policies
26 and Procedures (subject to review by COUNTY's Representative, as provided in Section (2) of
27 Exhibit A) for all dispatch staff, and shall provide for training and continuing education of
28 dispatch staff as needed.

Exhibit B

1 (k) The goal for the immediate dispatch of a fire apparatus, in
2 accordance with CITY FIRE approved dispatch protocols, and excluding multiple unit
3 responses, reassigned responses and other situations beyond the County's EMS
4 Communications Center control, shall be sixty (60) seconds. The dispatch time will be
5 measured from the time the telephone is answered by the call taker to the time the first fire
6 apparatus is alerted to the incident either by radio, telephone, pager or station alerting device.
7 A review shall occur for all cases in which dispatches are over ninety (90) seconds, and results
8 will be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality
9 Improvement (CQI) Committee.

10 It is understood that because of the dynamic nature of emergency services, there
11 are situations when the sixty (60) second dispatch goal may not be achieved. Examples of
12 these situations include, but are not limited to:

- 13 1. calls with incomplete, inaccurate or no ANI/ALI
14 information (including CAD-to-CAD);
- 15 2. calls that do not geo-verify in the CAD;
- 16 3. calls in which the reporting party is either unable or
17 unwilling to immediately provide all required information as part of the call taking process (i.e.,
18 non-English speaking, hysterical, or uncooperative) or use of the Teletype (TTY) or
19 Telecommunication Device for the Deaf (TDD) or audio relay device.

20 It is understood by the parties hereto that County's provision of City Fire
21 Dispatching Services herein does not include any County provision of fire suppression
22 services, and that County is providing City Fire Dispatching Services herein to City on a non-
23 exclusive basis.

Exhibit C

Compensation

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The County is not entitled to any compensation except as expressly provided in this Exhibit C.

County will be compensated according to the following schedule:

Payment	Dates of Service	Month	Payment Amount
1	June 1, 2026 to June 30, 2026	July 2026	\$3,007.00
2	Jul. 1, 2026 to Sep. 30, 2026	Oct 2026	\$9,021.00
3	Oct. 1, 2026 to Dec 31, 2026	Jan 2027	\$9,021.00
4	Jan. 1, 2027 to Mar. 31, 2027	Apr 2027	\$9,021.00
5	Apr. 1, 2027 to June 30, 2027	Jul 2027	\$9,021.00
6	Jul. 1, 2027 to Sep. 30, 2027	Oct 2027	\$9,021.00
7	Oct. 1, 2027 to Dec 31, 2027	Jan 2028	\$9,021.00

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agreed that City and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through 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. Each party shall obtain an endorsement to this policy naming the other party, 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 each party is excess only and not contributing with insurance provided under the other party's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

- (A) **Verification of Coverage for City.** Within 30 days after the City 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 City 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 City 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

Exhibit D

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 the City's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Verification of Coverage for County.** Within 30 days after the County signs this Agreement, and at any time during the term of this Agreement as requested by the City, the County shall deliver, or cause its broker or producer to deliver, to the City, 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 City, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the County has waived its right to recover from the City, 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 City, 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 City shall be excess only and not contributing with insurance provided under the County's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(C) **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.

(D) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph, not less than 30 days in advance of cancellation or change.

(E) **Entitlement to Greater Coverage.** If a party has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the other party requires and is entitled to the broader coverage, higher limits, or both. To that end, a party shall deliver, or cause its broker or producer to deliver, to the other party'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.

Exhibit D

- (F) **Waiver of Subrogation for City.** The City 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 City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.
- (G) **Waiver of Subrogation for County.** The County waives any right to recover from the City, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the County's waiver of subrogation under this paragraph is effective whether or not the County obtains such an endorsement.
- (H) **County's Remedy for City's Failure to Maintain.** If the City 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 City.
- (I) **City's Remedy for County's Failure to Maintain.** If the County fails to keep in effect at all times any insurance coverage required under this Agreement, the City 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 County.
- (J) **Subcontractors.** The City shall require and verify that all subcontractors used by the County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement.