

**RESOLUTION NO. 19-12**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS  
COUNTY FIRE DISTRICT AND GLADWELL GOVERNMENTAL SERVICES, INC.  
FOR SCANNING AND RECORDS RETENTION SERVICES**

**WHEREAS**, the Los Altos Hills County Fire District (“District”) and its Board of Commissioners (“District Board”) desire to retain a qualified consultant to assist with updating its Records Retention Policy, organization of District records that the District is causing to be put in electronic form, destruction of records pursuant to the District’s Records Retention Policy, and training of District staff and contractors to continue the District’s records organization project in an efficient and effective manner; and

**WHEREAS**, the District has determined that Gladwell Governmental Services, Inc. (“Consultant”) possesses the skills, experience and certifications required by the District to provide the services described in the Scope of Services and Exhibit A to the Professional Services Agreement between the District and Consultant for Records Organization and Records Retention Services (“Agreement”); and

**WHEREAS**, the Consultant is an independent consultant providing similar professional services to numerous other public agencies; and

**WHEREAS**, the District desires to retain Consultant to provide professional services under the terms and conditions set forth in the Agreement, which is attached hereto as Exhibit 1.

**WHEREAS**, the District Board has read and considered the Agreement.

**NOW, THEREFORE**, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Professional Services Agreement between the Los Altos Hills County Fire District and Gladwell Governmental Services, Inc. for Records Organization and Records Retention Services, which is attached hereto as Exhibit 1.

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2. The District hereby approves the Agreement and the District Board President is hereby authorized on behalf of the District to execute the Agreement attached hereto.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April, 2019.

By: \_\_\_\_\_  
Mark Warren, Board President

ATTEST:

\_\_\_\_\_  
District Clerk

## Exhibit 1



### **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND GLADWELL GOVERNMENTAL SERVICES, INC. FOR RECORDS ORGANIZATION AND RECORDS RETENTION SERVICES**

THIS AGREEMENT is made and entered into on the \_\_\_\_ day of April, 2019, by and between the LOS ALTOS HILLS COUNTY FIRE DISTRICT, a Fire Protection District ("District"), and Gladwell Governmental Services, Inc. ("Consultant").

#### **RECITALS**

- A. Whereas**, District desires to retain a qualified consultant to assist with updating its records retention policy, organization of District records that the District is causing to be put in electronic form, destruction of records pursuant to the District's records retention policy, and training of District staff and contractors to continue the District's records organization project in an efficient and effective manner; and
- B. Whereas**, District has determined that Consultant possesses the skills, experience and certifications required to perform the services required by the District; and
- C. Whereas**, Consultant is an independent consultant providing similar professional services to numerous other public agencies; and
- D. Whereas**, District desires to retain Consultant to provide professional services under the terms and conditions set forth in this Agreement.

**Now, therefore**, in consideration of their mutual covenants, conditions and promises identified herein, the parties mutually agree as follows:

1. **SCOPE OF SERVICES**. Consultant shall provide one day of on-site services to the District that include, working with District Clerk and other District staff and consultants to update the District's records retention schedule, help plan logistics for implementation of the District's retention policy, including organization and destruction of District's records, both hard copy records and electronic records ("Services"). Services include ensuring District's compliance with laws, developing inventory management systems for remaining records and employee training which are further described in Exhibit A.

2. SCHEDULE. Services of Consultant are to commence after the District has completed its project of converting its records into electronic form. The District anticipates this will happen in May or June 2019. Once the process of converting District records into electronic form is complete, the District will work with Consultant to find a date acceptable to both parties for Consultant's Services to commence.

3. TERM. The term of this Agreement shall commence at the Consultant's arrival to perform Services and shall expire at the end of Consultant's one day on-site, or at the completion of Services, whichever is later.

4. COMPENSATION. Consultant shall perform the Services and will invoice District upon completion. For performance of the Services required under this Agreement, District shall pay Consultant One Thousand Six Hundred Sixty Dollars and No Cents (\$1,660.00). The breakdown of payment for Consultant's Services is set forth in Exhibit A.

5. OWNERSHIP OF WORK. All reports, documents or other materials developed, discovered, or received by Consultant shall be and remain the property of District without restriction or limitation on their use. Consultant shall provide District with the originals (or copies, if no originals exist) of these items upon demand or upon Termination of this Agreement.

6. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in Paragraph 5 (Ownership of Work), above, submitted to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such material be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or becomes known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, or photographs in any magazine, trade paper, newspaper, television or radio production or other similar medium without District's prior written consent. This paragraph shall survive Termination of the Agreement.

7. PUBLICATION. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic artwork, which are prepared pursuant to this Agreement shall be released by Consultant to any other person or agency without prior written approval of District. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by District, unless otherwise provided by written agreement between the Parties.

8. COMPLIANCE WITH LAW. Consultant shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including Cal/OSHA

requirements. Consultant represents to District that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for Consultant to practice its profession.

9. STANDARD OF CARE. Consultant's Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of those Services by the Consultant, its agents, representatives, employees or subcontractors.

11. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the Parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Contactor shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the District. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the District harmless from any failure of Consultant to comply with applicable worker's compensation laws.

12. INDEMNIFICATION.

12.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or

omissions, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

12.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all liabilities, including without limitation all Claims that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.

12.3 The District does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. These hold harmless and indemnification provisions shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12.4 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, or authorized volunteers.

12.5 Consultant's obligations to indemnify set forth in Section 12 shall survive Termination of the Agreement.

13. COOPERATION. In the event any claim or action is brought against the District relating to Consultant's performance or Services under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require. This paragraph shall survive Termination of the Agreement.

14. [Intentionally Omitted]

15. TERMINATION OF AGREEMENT. Notwithstanding any other provision of this Agreement, the District may terminate this Agreement without cause at any time

upon giving ten days written notice to Consultant. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.

16. MAINTENANCE OF RECORDS. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by District.

17. CONSULTANT'S BOOKS & RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to District for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Consultant shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow an authorized representative of District, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the Consultant. Consultant shall allow inspection by District of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement. Consultant understands that the Public Records Act may apply to documents created under this Agreement and Consultant covenants and agrees to assist District in responding to Public Record Act Requests at no additional cost to District. Auditor agrees that the Auditor's covenants under this Section shall survive the Termination of this Agreement.

18. CONFLICT OF INTEREST AND REPORTING. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its Services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contactor has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the District.

19. ORGANIZATION. Consultant shall assign Diane R. Gladwell, as Project Manager. The Project Manager shall not be removed from the performing Services or reassigned without the prior written consent of District.

20. WRITTEN NOTIFICATION.

**DISTRICT:**

Los Altos Hills County Fire District  
J. Logan, General Manager  
P.O. Box 1766  
Los Altos, CA 94023-1766

**CONSULTANT:**

Gladwell Governmental Services, Inc.  
Diane R. Gladwell, MMC  
P.O. Box 62  
1028 Tirol Lane  
Lake Arrowhead, California 92352-0062

21. PARTIAL INVALIDITY. If any provision of this Agreement is held by a Court of competent jurisdiction, or an arbitrator, if arbitration is agreed to by the parties, to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

23. NO IMPLIED WAIVERS. The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

24. ASSIGNMENT. The parties recognize that a substantial inducement to District for entering into this Agreement is the professional reputation, experience and competence of Consultant. Consultant, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of District. Any assignment of any right or obligation or subcontracting of any work without District consent shall be void and of no effect.

25. NONDISCRIMINATION. Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.



26. DEFAULT. In the event Consultant fails to provide the Services set forth in this Agreement due to the fault of Consultant or in any other manner breaches an essential term of this Agreement, District shall have the right to immediately terminate this Agreement and either do the work itself or hire an outside contractor to perform the Services.

27. DISTRICT'S RIGHT TO EMPLOY OTHER CONSULTANTS. District reserves its right to employ other consultants in connection with the Services to be performed under this Agreement or other projects.

28. VENUE. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.

29. CONSTRUCTION. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

30. AMENDMENT. This Agreement and its Exhibits constitute the complete and exclusive statement of the Agreement for the Services set forth to District and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.

31. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Consultant for District and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.

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32. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement may be executed by way of facsimile or electronic signature.

**In witness, whereof**, the District and Consultant have executed this Agreement as of the date first above written.

**LOS ALTOS HILLS COUNTY  
FIRE DISTRICT:**

By: \_\_\_\_\_  
President, Board of Directors

**CONSULTANT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact number: \_\_\_\_\_  
Social Security or I.R.S. Number

**ATTEST:**

\_\_\_\_\_  
District Clerk

**EXHIBIT A**

**PROPOSAL FOR  
LOS ALTOS HILLS COUNTY FIRE DISTRICT**

**SCANNING PREPARATION  
RECORDS RETENTION UPDATE**

Diane R. Gladwell, MMC, the President of Gladwell Governmental Services, Inc. will provide on-site analysis of records to be scanned, including:

- Preparation for destruction for appropriate records
- Preparation of indexing values and naming standards so records can be easily searched and retrieved electronically in the future.

The on-site services will include a knowledge transfer / training to the District Clerk, so the project can continue in an efficient, effective manner.

GGG will also review and update the District's records retention schedule.

Deliverables:

- Records Destruction, Procedures and Forms
- Planning and Logistics
- One day on site

Cost:	\$960
Travel Reimbursement Estimate:	<u>\$700</u>
Total:	\$1,660

# RESUME

## SUMMARY

Diane R. Gladwell is a Master Municipal Clerk with over twenty years experience managing in public and private sectors. Recipient of multiple awards recognizing excellence in municipal clerk administration. Facilitator, author and instructor for document imaging, best practices and reengineering in over 150 organizations.

## PROFESSIONAL BACKGROUND

**Gladwell Governmental Services, Inc.**  
**President**

**1989 to present**

Clients have included over 150 California Special District, Cities and Counties. Projects have included:

1. Organization-wide and Department-level Records Management Programs:  
Retention Schedules, Procedures, Manuals and Training
2. EDMS / Document Imaging / Optical Disk System Acquisition or Remediation
3. Educational Programs and Publications in Technology, Business Process Reengineering,  
Best Practices, Records Management and other subjects.
4. Facilitation of Business Process Reengineering.
5. Elections Management.

**City of San Luis Obispo**  
**City Clerk**

**1992 to 1995**

As a member of the management team, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, special event permits, City Council support, and coordination of over 20 boards and commissions for the City of San Luis Obispo. Administration of the agenda process and all public notification and advertisement.

Received the Presidents Award of Distinction for Excellence in Organization and Administration from the California Clerks Association (1994). Reduced expenses by 22% while increasing services to the public; developed "InfoSLO" computerized information kiosk, electronic advertising and electronic agendas; reengineered all programs and processes in the Division.

**City of Glendale**  
**Assistant City Clerk**

**1989 to 1992**

As a member of management, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, business licensing, film permits and special events for Glendale (population 187,000). Supervised Council and Redevelopment Agency agendas, packets and minutes preparation as required; administrated publication and mailing of legal notices, bids, and process claims for the City. Develop, presented and administrated City Clerk annual budget of \$800,000. Acted as Public Information Officer for the City during emergencies (Glendale fire, storm damage). Supervised a staff of nine who serve a culturally diverse community.

Developed, implemented, and administrated a Citywide records management program based on optical disk technology which has received international, national and state awards for exceptional records management programs.

Administered payment systems and collections for a chain of 50 grocery stores (over five million transactions annually.) Records management for payment transactions, criminal and civil incidents for chain. A key member of the management team that developed and implemented computerized Electronic Funds Transfer for checks and credit cards as well as several custom applications to track returned items and issue check cashing cards. Budget development and administration for four Divisions representing expenditures of over \$8,000,000.

## **EDUCATION**

Pacific Southern University, Los Angeles: Bachelor of Science, Business Administration  
California Polytechnic University, Pomona: Business administration courses  
Citrus College, Azusa: Associate of Science, Business Administration  
UCLA: Business management courses  
Institution de Technologico, Yucatan, Mexico: Attended institute as a foreign exchange student  
ESRI Geographic Information Systems (GIS) training

## **HONORS**

Olsten Award for Excellence in Records Management Programs;  
Association of Records Management Administrators (ARMA)  
President's Award of Distinction for Excellence in Organization and Administration;  
City Clerks Association of California (CCAC)  
Records Management Award for Exceptional Municipal Programs Utilizing Alternative Technologies;  
International Institute of Municipal Clerks (IIMC)  
President's Award for Excellence in Public Presentations and Published Articles;  
City Clerks Association of California (CCAC);  
Rotary, International, Lake Arrowhead Chapter: (2) Special Service Awards for Projects which raised over \$40,000 for fire victims.  
(3) Honorary Service Awards (California PTA, for outstanding service to youth and community)  
Life Member: Delta Mu Delta, Alpha Gamma Sigma and California Scholarship Federation  
Listed in Who's Who of Executives and Professionals

## **PRESENTATIONS AND PUBLICATIONS**

University of Riverside, Extension / Technical Track for Clerks: Records Management, Elections  
AIIM (Association for Information and Image Management)  
ARMA (Association of Records Managers and Administrators)  
IIMC (International Institute of Municipal Clerks)  
CCAC (City Clerks Association of California)  
Government Technology Conference  
Co-Author: Ballot Counting Procedures and Guidelines (various voting systems)  
Author: Document Imaging  
Efficient Filing  
Funding Records Management Projects  
Elections Management and Performance Measurement  
Various articles published by ARMA, ICMA, IIMC and NAGARA

## **PROFESSIONAL MEMBERSHIPS**

AIIM Professional Level Member  
Association of Records Managers and Administrators  
California Association of Clerks and Elections Officials  
City Clerks Association of California (*Past First Vice President, Past Second Vice President*)  
International Institute of Municipal Clerks (*Past Chair, Resource Committee, Membership Task Force, Past Chair, Records Management Committee*)  
National Association of Government Archives and Records Administrators (NAGARA)  
Rotary, International

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **General Manager, Los Altos Hills County Fire District (DISTRICT), P.O. Box 1766, Los Altos, CA 94023-1766.**

**Minimum Scope of Insurance**

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate per** occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Explosion, Collapse and Underground (UCX) exclusion deleted
- g. Contractual Liability with respect to this Agreement
- h. Broad Form Property Damage
- i. Independent Consultant Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement Consultant shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the District's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the District. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. District shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. If Consultant maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, Consultant requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to District.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to District.

**Waiver of Subrogation.** Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect

this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by District. District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District.

**Claims Made Policies.** If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
8. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the Services.***
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of Services.

**Verification of Coverage.** Consultant shall furnish District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances.** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.