

RESOLUTION NO. 19-14

**RESOLUTION OF THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND LIEBERT CASSIDY WHITMORE, A PROFESSIONAL
CORPORATION, FOR LEGAL SERVICES PERTAINING TO
EMPLOYMENT RELATIONS MATTERS**

WHEREAS, in accordance with the Los Altos Hills County Fire District (“District”) Strategic Plan, in October 2018, the District hired its General Manager as the District’s first employee; and

WHEREAS, in planning for the Fiscal Year 2019/2020 Budget, provisions were made for additional part-time regular District employees, including the positions of General Analyst, Emergency Services Coordinator, and District Clerk; and

WHEREAS, to advise on the District’s hiring of employees, the District wishes to retain the professional legal services of Liebert, Cassidy Whitmore (“LCW”) as an independent contractor to provide legal services pertaining to employment relations matters; and

WHEREAS, LCW is qualified to provide the District with professional legal services pertaining to employment relations matters; and

WHEREAS, LCW has agreed to provide the District with professional legal services pertaining to employment relations matters; and

WHEREAS, the District and LCW worked to prepare the Professional Services Agreement between the Los Altos Hills County Fire District and Liebert Cassidy Whitmore, a professional corporation, for Legal Services Pertaining to Employment Relations Matters (“Agreement”) attached hereto as Exhibit A; and

WHEREAS, the District has read and considered that Agreement which is attached hereto as Exhibit A.

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

1. Public interest and convenience require the District enter into the Agreement described above and attached hereto as Exhibit A.

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

PASSED AND ADOPTED this 21st day of May 2019.

By:

Mark Warren, Board President

ATTEST:

District Clerk

Exhibit A



PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION FOR LEGAL SERVICES PERTAINING TO EMPLOYMENT RELATIONS MATTERS

This Agreement (“Agreement”) is made this ___ day of May 2019, by and between the Los Altos Hills County Fire District (“DISTRICT”) and Liebert, Cassidy, Whitmore, a Professional Corporation (“LCW” or “ATTORNEY”) jointly known as “Parties”.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The District wishes to retain the professional legal services of ATTORNEY as an independent contractor to provide legal services pertaining Employment Relations Matters with the District as set forth in the Proposal to Special Services attached hereto as Exhibit 1; and
- B. ATTORNEY represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT. LCW shall provide DISTRICT with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceeding, as requested by DISTRICT or otherwise required by law (collectively “Services”).
2. PERFORMANCE BY ATTORNEY.
 - 2.1. Attorney Representatives. Richard Bolanos is LCW’s representative (“ATTORNEY Representative”) and shall coordinate all phases of the Services. ATTORNEY Representative shall be available to DISTRICT at all reasonable times. LCW may appoint another person as ATTORNEY Representative subject to prior written authorization from the DISTRICT, for the purposes of carrying out this Agreement. ATTORNEY Representative shall have authority to act on behalf of LCW for all purposes under this Agreement.
 - 2.2. Standard of Care; Licenses. LCW represents and maintains that it is skilled in the technical calling necessary to perform Services, duties and obligations required by this Agreement.

ATTORNEY shall perform the Services and duties in conformance to and consistent with the standards highest professional standard as being employed by professionals in the same discipline in the State of California. LCW further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. LCW further represents that it shall keep all such licenses and approvals in effect and in good standing during the term of this Agreement.

- 2.3. Conformance with Applicable Requirements. All work prepared by LCW shall be subject to the approval of District Representative. LCW shall allow District Representative to inspect or review LCW's work in progress upon request.
- 2.4. Equal Opportunity Employment. LCW represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment and shall not discriminate against an employee or applicant for employment with ATTORNEY on the basis of race, color, religion, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
3. DISTRICT REPRESENTATIVE. The DISTRICT's President or its designee ("DISTRICT Representative") shall have the authority to act on behalf of the DISTRICT for all purposes under this Agreement. DISTRICT shall provide written notice to LCW of any change in the DISTRICT Representative.
4. TERM OF AGREEMENT. This Agreement shall be effective for all work performed by ATTORNEY for DISTRICT and shall remain in effect until amended or terminated in accordance with Section 6 below.
5. COMPENSATION. The Services performed by LCW pursuant to this Agreement shall be compensated as set forth below:
 - 5.1. Payment Schedule. DISTRICT shall compensate LCW at as set forth in Exhibit 1.
 - 5.2. Payment. For all Services performed by LCW under this Agreement, payment shall be made by DISTRICT in accordance with Santa Clara County Payroll Department schedule upon submittal by DISTRICT of invoice for services. LCW shall submit monthly invoices for Services to the District's General Manager by the 15th day of each month.
 - 5.3. Invoices. All invoices shall be sent directly to the following address:

Los Altos Hills County Fire District
Attn: General Manager
P.O. Box 1766
Los Altos, CA 94023
 - 5.4. Records of Expense. LCW shall keep accurate records of work performed and expenses incurred. These records shall be made available to DISTRICT upon request. LCW shall keep all such records for at least four (4) years after the date of the services performed. LCW understands that the Public Records Act may apply to documents created under this Agreement. This section shall survive the Termination of this Agreement.

6. TERMINATION.

6.1. Termination. Notwithstanding any other provision of this Agreement, the DISTRICT may terminate this Agreement without cause at any time upon giving written notice to LCW. In the event the Agreement is terminated, ATTORNEY shall be paid for any Services properly performed to the last working day the Agreement is in effect. ATTORNEY shall substantiate the final cost of Services by an itemized, written statement submitted to the DISTRICT. The DISTRICTS's right of termination shall be in addition to all other remedies available under law to the DISTRICT.

6.2. Effect of Termination. For purposes of this Agreement, Termination means either the expiration of the term of the Agreement or termination by the DISTRICT as described in Paragraph 6.1 above. In the event of Termination, ATTORNEY shall deliver to the DISTRICT copies of all reports, documents, computer disks, and other work prepared by ATTORNEY under this Agreement, if any. If ATTORNEY's written work is in electronic form, ATTORNEY shall, in addition to providing a written copy of the information, shall also provide it immediately in electronic form to DISTRICT. DISTRICT shall not pay ATTORNEY for services performed by ATTORNEY through the last working day the Agreement is in effect unless and until ATTORNEY has delivered the above described items to the DISTRICT.

7. INDEMNIFICATION.

7.1. To the fullest extent permitted by law, ATTORNEY 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 negligent acts, errors or omissions, or willful misconduct of ATTORNEY or ATTORNEY'S officers, assistants, subcontractors, employees or agents in connection with the performance of ATTORNEY'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.

7.2. Notwithstanding the foregoing, to the extent ATTORNEY's services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ATTORNEY.

7.3. With regard to ATTORNEY's professional services, ATTORNEY agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of ATTORNEY's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, ATTORNEY 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 indemnify, defend (with independent counsel approved by the DISTRICT) and hold harmless the DISTRICT, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all Claims that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of ATTORNEY or ATTORNEY'S officers, assistants, subcontractors, employees or agents in connection with the performance of ATTORNEY'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.

- 7.4. The DISTRICT does not and shall not waive any rights that they may possess against ATTORNEY 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.
- 7.5. ATTORNEY'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.
- 7.6. ATTORNEY's obligations to indemnify set forth in Paragraphs 7.1-7.5 shall survive Termination of the Agreement.
8. INSURANCE REQUIREMENTS. LCW shall procure, maintain and provide appropriate types and amounts of insurance for the Services performed under this Agreement, as required by DISTRICT's Insurance Requirements, as set forth in Exhibit 2, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by LCW its agents, representatives, employees, contractors or subcontractors. LCW shall name the DISTRICT as an additional indemnified party and an additional Insured. ATTORNEY shall provide the DISTRICT with documentation evidencing the above. This paragraph shall survive Termination of the Agreement.
9. INDEPENDENT CONTRACTOR. ATTORNEY is, and shall at all times remain as to the DISTRICT, a wholly independent contractor and not an agent or employee of DISTRICT. ATTORNEY shall receive no premium or enhanced pay for work normally understood as overtime, nor shall ATTORNEY receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the Parties is that ATTORNEY shall not be eligible for benefits and shall receive no compensation from the DISTRICT except as expressly set forth in this Agreement. ATTORNEY 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 ATTORNEY or any of ATTORNEY's employees, except as set forth in this Agreement. ATTORNEY 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. ATTORNEY agrees to pay all required taxes on amounts paid to ATTORNEY 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. ATTORNEY shall fully comply with the worker's compensation law regarding ATTORNEY and ATTORNEY's employees. ATTORNEY further agrees to indemnify and hold the DISTRICT harmless from any failure of ATTORNEY to comply with applicable worker's compensation laws.

10. COMPLIANCE WITH LAW. LCW shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments.
11. ATTORNEY'S BOOKS & RECORDS. ATTORNEY 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 ATTORNEY pursuant to this Agreement. ATTORNEY shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. ATTORNEY 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 ATTORNEY. ATTORNEY 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. ATTORNEY understands that the Public Records Act may apply to documents created under this Agreement and ATTORNEY covenants and agrees to assist DISTRICT in responding to Public Record Act Requests. ATTORNEY agrees that the covenants under this Section shall survive the Termination of this Agreement.
12. 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 ATTORNEY 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.
13. CONFLICT OF INTEREST AND REPORTING. LCW 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 LCW under this Agreement, or which would conflict in any manner with the performance of its services hereunder. LCW further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, LCW shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. LCW agrees not to accept any employment or representation during the term of this Agreement which is or may make LCW "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 LCW has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude LCW from accepting other engagements with the DISTRICT.

14. NOTICES. All notices shall be in writing and delivered personally, or by U.S. mail, postage prepaid, via first class mail to the addresses listed below.

If to LCW: Richard Bolanos
Liebert Cassidy Whitmore
6033 W. Century Blvd., Fifth Floor
Los Angeles, CA 90045
Email: rbolanos@lcwlegal.com

If to DISTRICT: General Manager
Los Altos Hills County Fire District
P.O. Box 1766
Los Altos Hills, CA 94023
Email: jlogan@lahcfd.org

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail.

15. NO ASSIGNMENT. The Parties agree that the experience of LCW is a material consideration for this Agreement. LCW shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of LCW's obligations hereunder, without the prior written consent of DISTRICT, and any attempt by LCW hereunder, without the prior written consent of DISTRICT, to do so shall be void and of no effect and a breach of this Agreement.
16. COOPERATION. In the event any claim or action is brought against the DISTRICT relating to LCW's performance or Services under this Agreement, LCW shall render any reasonable assistance and cooperation which DISTRICT might require. This paragraph shall survive Termination of the Agreement.
17. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to the rendering of Services by ATTORNEY 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 by mutual written agreement. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.
18. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall be Santa Clara County Superior Court.
19. WAIVER. The waiver by either Party of any breach or violation of any provision of this Agreement by the other Party shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

20. SUCCESSORS. This Agreement is binding on successors, legal representatives, and assigns and shall not be assigned by ATTORNEY without the prior written consent of the DISTRICT.
21. ATTORNEYS' FEES. In any legal action or proceeding brought for enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in addition to any other relief to which the successful y may be entitled.
22. RIGHT TO USE OTHER CONSULTANTS. DISTRICT reserves the right to use other consultants and attorney in connection with the Services.
23. EXHIBITS, PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. To the extent that any provision of this Agreement conflicts with any provision set forth in Exhibit 1, the provisions within the body of this Agreement shall prevail.
24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement may be executed by way of facsimile or electronic signature.
25. SEVERABILITY. If any part of this Agreement or any amendment or modification of this Agreement is found to be legally void or unenforceable by a court of law, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHERETO, the Parties hereto have executed this Agreement on the date and year shown below.

ATTEST:

LOS ALTOS HILLS COUNTY
FIRE DISTRICT:

District Secretary

By: _____
President

LIEBERT CASIDY WHITMORE, A
Professional Corporation:

By: /s/
Its: Partner

Attachment:

- Exhibit 1- Special Services
- Exhibit 2-Insurance Requirements

EXHIBIT 1

SPECIAL SERVICES

Attorney's Services

ATTORNEY agrees to provide DISTRICT with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by DISTRICT or otherwise required by law.

Fees, Costs, Expenses

DISTRICT agrees to pay ATTORNEY the sums billed monthly for time spent by ATTORNEY in providing the services, including reasonable travel time. The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant, and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. The current hourly rate is \$370.00 for Richard Bolanos and Morin Jacob, \$270 for Juliana Kresse, \$245.00 for Dalisai Nisperos, and \$235.00 for Austin Dieter. ATTORNEY reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. ATTORNEY will provide the DISTRICT with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

DISTRICT agrees to reimburse ATTORNEY for necessary costs and expenses incurred by ATTORNEY on behalf of DISTRICT. ATTORNEY bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Exhibit. Payment will be made according to the County of Santa Clara's standard Payment Schedule and Terms.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

File Retention

After our services conclude, ATTORNEY will, upon DISTRICT's request, deliver the file for the matter to DISTRICT, along with any funds or property of DISTRICT's in our possession. If DISTRICT requests the file for the matter, ATTORNEY will retain a copy of the file at the DISTRICT's expense. If DISTRICT does not request the file for this matter, we will retain it for period of seven (7) years after this matter is closed. If DISTRICT does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to DISTRICT. At any point during the seven (7) year period, DISTRICT may request delivery of the file.

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$370.00
Senior Counsel	\$320.00
Associates	\$210.00 - \$300.00
Labor Relations/HR Consultant	\$195.00 - \$230.00
Paraprofessionals & Litigation Support	\$80.00 - \$170.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page

EXHIBIT 2

INSURANCE REQUIREMENTS

ATTORNEY 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.**

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 **\$2,000,000 or \$4,000,000 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 ATTORNEY 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 ATTORNEY 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:** ATTORNEY 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 ATTORNEY has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement ATTORNEY 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 ATTORNEY's profession, with limit no less than **\$2,000,000** 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 ATTORNEY. "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. ATTORNEY 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 ATTORNEY including materials, parts or equipment furnished in connection with such work or operations. If ATTORNEY maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by ATTORNEY. 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 ATTORNEY including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this Agreement, the ATTORNEY'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 ATTORNEY'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. ATTORNEY hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against DISTRICT by virtue of the payment of any loss under such insurance. ATTORNEY 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 ATTORNEY 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 ATTORNEY must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of Services.

Verification of Coverage. ATTORNEY 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 ATTORNEY'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.