



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AND MUNICIPAL RESOURCE GROUP FOR STRATEGIC
PLANNING SERVICES**

This Agreement ("Agreement") is made this 17th day of August 2020, by and between the Los Altos Hill County Fire District ("District") and Municipal Resource Group, a Limited Liability Company ("MRG" or "Consultant") jointly known as "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The District wishes to contract for assistance with the planning process and development of the District's successor Strategic Plan; and
- B. MRG is experienced in working with public agencies in development of strategic planning processes; and
- C. The District now desires enter into an agreement with MRG to render certain professional services as set forth herein to assist the District in planning for and development of the District's successor Strategic Plan.

AGREEMENT

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

- 1. **SCOPE OF AGREEMENT.** MRG shall provide professional services to the District in two phases, Phase I of the professional services are as specified in the Phase I Statement of Work dated August 6, 2020, attached as Exhibit A ("Phase I Services") to provide the District assistance in the planning processes for preparing the District's successor Strategic Plan, and Phase II of the professional services will be proposed and is subject to approval by the District Board of Commissioners at the District's September Meeting ("Phase II Services") collectively, Phase I Services and Phase II Services are referred to hereafter as "Services".
- 2. **PERFORMANCE BY CONSULTANT.**
 - 2.1. **Consultant Representatives.** Marcie Scott is MRG's representative ("Consultant Representative"). Consultant Representative shall be available to DISTRICT at all reasonable times. MRG may appoint another person as Consultant Representative subject to prior written authorization from the District, for the purposes of carrying out this Agreement. Consultant Representative shall have authority to act on behalf of MRG for all purposes under this Agreement.

- 2.2. Standard of Care; Licenses. MRG represents and maintains that it is skilled in the technical calling necessary to perform Services, duties and obligations required by this Agreement and to fully, timely, and adequately complete the Services. MRG shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. MRG 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. MRG 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 MRG shall be subject to the approval of District Representative. MRG shall allow District Representative to inspect or review MRG's work in progress upon request.
- 2.4. Appearance at Hearings. If requested by District, MRG shall render assistance at public hearings or other meetings related to the Services performed by MRG or necessary to the performance of Services.
- 2.5. Equal Opportunity Employment. MRG 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 MRG 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 General Manager or its designee ("District Representative") shall have the authority to act on behalf of the District execute the terms and conditions of this Agreement. District Representative has the authority to terminate the Agreement as set forth in Section 6. District Representative is authorized to modify other terms and conditions of the Agreement, including the price, only after approval from the District's Board of Commissioners. District shall provide written notice to MRG of any change in the District Representative.
4. TERM OF AGREEMENT. This Agreement shall be effective from the date the District authorized payment for preplanning for the Strategic Plan at the July 28, 2020, District Meeting until the completion of Services, or January 31, 2021, whichever occurs first, unless terminated earlier as set forth in Paragraph 6 below.
5. COMPENSATION. The Services performed by MRG pursuant to this Agreement shall be compensated as set forth below:
- 5.1. Payment Schedule. District shall compensate MRG for Services as set forth in Exhibit A, but in no instance shall fee for Phase I Services exceed Five Thousand Dollars, and in no event shall Phase II Services commence without prior written authorization from the District.
- 5.2. Payment. For all Services performed by MRG 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. MRG shall submit invoices for Services to the District's General Manager on 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. MRG shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. MRG shall keep all such records for at least four (4) years after the date of the services performed. MRG understands that the Public Records Act may apply to documents created under this Agreement. This section shall survive the Termination of this Agreement.
- 5.5. Extra Work. Extra work beyond the scope of this Agreement may be authorized by approval of the District's Board of Commissioners or by the District's General Manager under the authority granted in Resolution 20-20, and if authorized, shall be compensated based on prior written agreed upon amounts. However, no compensation for extra work shall be paid without prior written authorization.
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 five (5) days written notice to MRG. In the event the Agreement is terminated, MRG shall be paid for any Services properly performed to the last working day the Agreement is in effect. MRG shall substantiate the final cost of Services by an itemized, written statement submitted to the District. The District'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, MRG shall deliver to the District copies of all reports, documents, computer disks, and other work prepared by MRG under this Agreement, if any. If MRG's written work is in electronic form, MRG, shall, in addition to providing a written copy of the information, also provide it immediately in electronic form to District. District shall not pay MRG for services performed by MRG through the last working day the Agreement is in effect unless and until MRG has delivered the above-described items to the District.
7. INDEMNIFICATION.
- 7.1. 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.
- 7.2. Notwithstanding the foregoing, to the extent CONSULTANT'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 CONSULTANT.

- 7.3. 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 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 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. CONSULTANT's obligations to indemnify set forth in Paragraphs 7.1-7.5 shall survive Termination of the Agreement.
8. INSURANCE REQUIREMENTS. CONSULTANT or MRG shall procure, maintain and provide appropriate types and amounts of insurance for the Services performed under this Agreement, as required by DISTRICT's Insurance Requirement, as set forth 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 work hereunder and the results of that work by MRG, its agents, representatives, employees, contractors or subcontractors. MRG shall name the DISTRICT as an additional indemnified party and an additional Insured. MRG shall provide the DISTRICT with documentation evidencing the above. This paragraph shall survive Termination of the Agreement.
9. INDEPENDENT CONTRACTOR. 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. CONSULTANT 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.

10. COMPLIANCE WITH LAW. MRG shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments.
11. 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. CONSULTANT agrees that the CONSULTANT's covenants under this Section shall survive the Termination of this Agreement.
12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other materials developed, discovered, or received by MRG shall be and remain the property of DISTRICT without restriction or limitation on their use. MRG shall provide DISTRICT with the originals (or copies, if no originals exist) of these items upon demand or upon Termination of this Agreement.
13. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in Paragraph 12 (Ownership of Work Product), 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, 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.

14. 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.
15. CONFLICT OF INTEREST AND REPORTING. MRG 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 MRG under this Agreement, or which would conflict in any manner with the performance of its services hereunder. MRG further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, MRG shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. MRG agrees not to accept any employment or representation during the term of this Agreement which is or may make MRG "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 MRG has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude MRG from accepting other engagements with the DISTRICT.
16. 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 MRG: Municipal Resource Group, LLC
Mary Egan
P.O. Box 561
Wilton, CA 95693

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

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

17. NO ASSIGNMENT. The Parties agree that the experience of MRG is a material consideration for this Agreement. MRG shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of MRG's obligations hereunder, without the prior written consent of DISTRICT, and any attempt by MRG hereunder, without the prior written consent of DISTRICT, to do so shall be void and of no effect and a breach of this Agreement.
18. COOPERATION. In the event any claim or action is brought against the DISTRICT relating to MRG's performance or Services under this Agreement, MRG shall render any reasonable assistance and cooperation which DISTRICT might require. This paragraph shall survive Termination of the Agreement.
19. 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 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.

20. 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.
21. 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.
22. SUCCESSORS. This Agreement is binding on successors, legal representatives, and assigns and shall not be assigned by CONSULTANT without the prior written consent of the DISTRICT.
23. 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 successfully may be entitled.
24. RIGHT TO USE OTHER CONSULTANTS. DISTRICT reserves the right to use other consultants in connection with DISTRICT assist in preparation of the District's successor Strategic Plan.
25. 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 of the Exhibits to this Agreement, the provisions within the Agreement shall prevail.
26. 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.

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27. 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

/S/

District Secretary

By: /S/
Jo Anne Logan, District General Manager
MUNICIPAL RESOURCE GROUP, LLC

By: /S/
Mary Egan, Partner

Attachments:

Exhibit A- Phase I Statement of Work
Exhibit B- Insurance Requirements

Exhibit A
Phase I Statement of Work



August 6, 2020

Mrs. J. Logan
General Manager
Los Altos Hill County Fire District

Via email: jlogan@lahcfd.org

Dear Mrs. Logan,

We are pleased to provide a proposal to support the Los Altos Hills County Fire District ("District") as you embark on development of a successor Strategic Plan. Marcie Scott is available to assist staff in the planning process for the Commission's efforts to develop the new Plan.

Affirming the mission and developing a successor strategic plan for the District is a process that requires the active participation of internal stakeholders and the input of external stakeholders. The District's work relies on relationships with Santa Clara County, Town of Los Altos Hills and various other non-profit and other organizations. MRG is experienced in working with public agencies in designing strategic planning processes that are tailored to a given situation and at the same time work within a formal structure that provides the desired deliverable of a relevant and actionable strategic plan.

MRG is in a unique position to facilitate the planning process given the knowledge gained through the recently completed executive assessment. Given the constraints of work due to COVID19, particular attention will be paid to methods for interaction and collaboration online. Attached is the proposed work plan and the estimated fees. MRG looks forward to working with the District on this important project.

Sincerely,

Mary Egan
Partner, MRG
egan@municipalresourcegroup.com
916-261-7547



LOS ALTOS HILLS COUNTY FIRE DISTRICT
PLANNING PROCESS FOR
SUCCESSOR STRATEGIC PLAN

- | | |
|---|--------------------------|
| 1. Collaborate with staff to develop plan and timeline for a community meeting process to gather input for the successor Strategic Plan | Week 1
(7/27) |
| 2. Facilitate two community meetings in August 2020 | Weeks 2-3
(8/3-8/10) |
| 3. Summarize input received from community, prepare draft documents proposing scope and timeline for Commission development of a successor Strategic Plan | Weeks 4-6
(8/17-8/31) |
| 4. Attend Commission meeting as needed | Weeks 7-8
(9/7-9/14) |

PROPOSED FEES:

MRG is proposing to assist in the planning and facilitation of the development of a successor strategic plan for a not to exceed cost of \$5,000 including professional service hours and expenses. Expenses may include, but are not limited to: mileage (at current IRS rates), postage and printing costs. Hours actually worked will be billed at \$200 per hour. Client requested services beyond the proposed task plan will be invoiced at \$200 per hour and will be pre-approved by MRG and the District.

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.**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** with coverage as broad as Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** in the **aggregate**. 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 Contractor 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:** With coverage as broad as 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 a combined single 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. **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. CONSULTANT 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.
5. DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the underlying and umbrella or excess policies with respect to liability arising out of the ongoing and completed 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, DISTRICT 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 CONSULTANT’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 FIRE 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:

6. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
7. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Services.*
8. 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. Notice of any modification will be made in writing from the District Representative.