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**County of Sacramento**

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
LOW-COST SPAY/NEUTER AND VACCINATION CLINIC**

**Date:** November 17, 2017

**To: Interested Veterinarians and Veterinary Hospitals**

The County of Sacramento (County) Department of Animal Care and Regulation (ACR) is seeking proposals from qualified veterinarians and/or veterinary hospitals to operate a low-cost spay/neuter and vaccination clinic in the County-owned clinic building adjacent the ACR's Bradshaw Animal Shelter at 3839 Bradshaw Road, Sacramento, CA 95827.

You are invited to submit a summary of qualifications and a proposal to operate a low-cost spay/neuter and vaccination clinic as described in this request.

**Background**

The County constructed the ACR Bradshaw Animal Shelter facility with occupation in 2009. Plans and construction included an adjacent, but separate clinic building. At time of occupancy of the facility, County budget cuts left ACR without the ability to occupy and operate the clinic as intended as a low-cost spay/neuter and vaccination clinic. The clinic building has since been occupied via qualified management agreements by the Sacramento SPCA from October 2009 to January 2014 and by Animal Spay and Neuter, a Nonprofit Clinic, from April 2014 through present. The agreement with Animal Spay and Neuter expires at a maximum term ending March 31, 2018.

Via this Request for Qualifications and Proposals, the County intends to select a veterinarian/veterinary hospital to operate a low-cost spay/neuter and vaccination clinic in the clinic building adjacent to the Bradshaw Animal Shelter commencing April 1, 2018.

Occupation and operation of the low-cost spay/neuter and vaccination clinic is not a lease, and other private business in the facility is not allowed. This is in accordance with regulations governing the bonds used to fund construction of the facility. The facility may be occupied by a service provider under a service agreement that is not a lease. No rental or lease payments will be required from the successful proposer. Private business other than the services requested in this Request is not allowed.

ACR continues to experience a high volume of animals through its Bradshaw Animal Shelter, as do neighboring municipal and non-profit animal shelters. The provision of low-cost spay/neuter and vaccination services is a benefit to the County and to the public by reducing the over-population of such animals as well as providing rabies vaccinations to prevent rabies. In fiscal year 2016-17 (July-June), 6,403 cats and 6,115 dogs were admitted to the Bradshaw Animal Shelter; 59 cats and 1,487 dogs were returned to their owners, 2,887 cats and 3,096 dogs were adopted; 468 cats and 472 dogs were transferred to rescue organizations, 1,328 cats were returned to their found location after spay/neuter; 1,377 cats and 933 dogs were euthanized.

**Scope of Services**

The selected proposer will operate a low-cost spay/neuter and vaccination clinic for privately owned animals. The location of the clinic will be the County’s clinic building adjacent to ACR’s Bradshaw Animal Shelter at 3839 Bradshaw Road, Sacramento, California. The clinic building shared the 3839 address. The goal is for an average of 600 spay/neuter surgeries to be accomplished each month (6,000 per year) on privately owned animals.

County anticipates, but does not guarantee, additional agreements with the selected proposer: 1) to spay/neuter and vaccinate cats admitted to the Bradshaw Animal Shelter as strays that ACR will return to their found location; volume of these surgeries in fiscal year 2016-17 was 1,674. 2) to perform “overflow” spay/neuter surgeries on dogs and cats admitted to the Bradshaw Animal Shelter that cannot be timely altered by County’s shelter veterinarians at or before adoption; volume of these surgeries in fiscal year 2016-17 was 1,813 at this clinic. 3) to provide no-cost/low-cost spay/neuter services for pets of low income families in need utilizing separate, annual grants from County.

**“Low-Cost” Defined**

“Low-cost as used in this Request means fees/charges for services comparable to the following fees charged by three non-profit organizations in the Sacramento region. County shall determine, in County’s sole discretion, if the fees proposed are considered comparable, taking into account the proposer’s overall proposal.

<b>Published Spay/Neuter and Vaccination Fees</b>			
	<b>Nonprofit #1</b>	<b>Nonprofit #2</b>	<b>Nonprofit #3</b>
Cats	Spay \$50; extra charge \$15-\$35 pregnant. Neuter \$35; extra \$15-\$80 cryptorchid.	Spay \$40 (Kitten \$30); no extra charge for pregnant. Neuter \$30 (Kitten \$20); extra \$30-\$60 cryptorchid.	Spay \$40; no extra charge for pregnant. Neuter \$30; extra charge for cryptorchid.
Dogs	Sliding scale based on weight \$100-\$350; extra \$25 in heat; \$25-\$65 pregnant; \$15-\$80 cryptorchid. If needed, in combination with spay/neuter: umbilical hernia repair \$15-\$80; deciduous teeth extraction \$5 per tooth. Discounts 20% seniors and veterans; 40% SMUD & PG&E energy assistance program recipients.	Sliding scale based on age and weight \$30-\$120; extra \$20 in heat or pregnant; extra \$40-\$50 obese; extra \$30-\$100 cryptorchid.  If needed, in combination with spay/neuter: umbilical hernia repair \$30-\$60; deciduous teeth extraction \$10-\$20 per tooth.  Extra charge for pain medications and e-collar.	Sliding scale based on weight \$95-\$145; extra charges for in-heat, pregnant, cryptorchid or obese.
Rabbits	Spay \$130 Neuter \$130	N/A	Spay \$135 Neuter \$105

**Published Vaccination and Other Service Fees**

	<b>Nonprofit #1</b>	<b>Nonprofit #2</b>	<b>Nonprofit #3</b>
Rabies Vaccination	\$6	\$10	\$10
Other Vaccination	\$20	\$10-\$25	\$11-\$28
Tests (Heartworm, Parvo, Felv/FIV)	\$20-\$30	\$15-\$23	\$22-\$32
Flea Prevention (1 month)	\$15		\$15-\$18
Microchip	\$25	\$35	\$30

**County-Provided Building, Medical Fixtures, Equipment and Maintenance**

The County will provide the successful proposer with full access to view the 3,000 square foot clinic building at 3839 Bradshaw Road, Sacramento, California. Upon execution of an agreement, County will provide full and exclusive access. Please see Attachment 1 for clinic floor plan. Please see Attachment 2 for parking plan which is also utilized by visitors to the adjacent Bradshaw Animal Shelter and dog park. County will supply the medical equipment fixtures, office furniture and equipment as listed in Attachment 3 for use by proposer under agreement. County shall also provide building maintenance, repair and janitorial and pest control services, excepting disposal of hazardous materials (e.g., sharps and biological waste).

**Veterinary Premises Permit**

The successful proposer who enters into agreement with the County must provide a managing licensee veterinarian and attain premise permit for the clinic building with the State of California Veterinary Medical Board.

**Clinic Staff, Surgical Equipment, Drugs and Supplies**

The successful proposer who enters into agreement with the County must provide its own clinic staff (veterinarians, registered veterinary technicians, accounting, reception, etc.), surgical equipment (other than that provided by County as noted above), computers, office supplies and veterinary medical supplies, as well as all drugs and vaccines necessary to perform the requested services.

**Consideration/Compensation**

As noted, above, the County may enter into a Qualified Service Agreement with the selected proposer. The agreement will not be a lease, and no rental payments will be required from the proposer to occupy the County’s clinic building. The selected proposer who is awarded the agreement may keep 100% of the fees it collects from customers. The County will provide no additional monetary compensation for operation of the low-cost spay/neuter and vaccination clinic. The County’s consideration/compensation for this service will be the exclusive occupancy and use of the clinic building in exchange for the provision of low-cost spay/neuter and vaccination services to privately owned animals.

In the event the County enters into additional agreements with the selected proposer for any of 1) the spay/neuter and vaccination of cats in support of ACR’s RTF program, 2) “overflow” spay/neuter as described herein, and 3) grants for provision of free/low-cost spay/neuter of privately owned animals, compensation for such services will be separately negotiated.

**Restrictions**

As indicated above, occupancy of the County’s clinic building is not and will not be a lease. The selected proposer to whom a contract is awarded may not sublease the space to another party, nor may the proposer make other contractual arrangements for use of the space or for compensation for services performed by the proposer in the space (excepting low-cost spay/neuter, vaccination and incidental associated services paid for by individuals who own the animals receiving the services).

There shall be no advertising of products for sale in the clinic other than as incidental to providing spay/neuter, vaccination and associated wellness services to the animals being treated.

### **County-Reserved Rights**

The County reserves the following rights:

- 1) In-Shelter Spay/Neuter and Vaccinations. In accordance with California law, the County requires the spay/neuter and rabies vaccination of all animals adopted from the Bradshaw Animal Shelter. The County additionally administers other disease prevention vaccines and flea and tick treatments to in-shelter animals. The County reserves the right to have its shelter veterinarians and staff continue to perform the bulk of these surgeries, vaccinations and treatments.
- 2) “Overflow” Shelter Spay/Neuter and Vaccinations. The County contracts with the Sacramento SPCA for a portion of “overflow” spay/neuter surgeries when the shelter veterinarians are unable to timely perform due to absence or peak seasonal volumes. These “overflow” surgeries are currently scheduled on Mondays. In addition, in association with ACR’s nonprofit affiliate TEAM (Teaching Everyone Animals Matter), ACR may accept TEAM assistance to pay for “overflow” surgeries with other high-volume spay/neuter clinics in the region. The county reserves the right to continue with these arrangements. As noted, above, however, the County anticipates, but does not guarantee, additional agreement for provision of some of these services with the selected proposer in response to this Request.
- 3) Return to Field (RTF) Program for Cats. The County has been contracting with Animal Spay and Neuter, the current service provider in the County’s clinic building, for the spay/neuter and vaccination of cats that ACR selects to return to their found location. The County reserves the right to contract with other parties to perform these spay/neuter and vaccination services. As noted above, however, the County anticipates, but does not guarantee, additional agreement for provision of these services with the selected proposer in response to this Request.
- 4) Community Outreach, BAAT Mobile Trailer Clinic. The County has a mobile trailer clinic, referred to as the BAAT mobile (the Bradshaw Animal Assistance Team). ACR periodically holds vaccination and wellness exam clinics in at-need neighborhoods, and may follow-up with limited numbers of spay/neuter surgeries in the trailer in those same neighborhoods. The capacity of the trailer is generally 12 surgeries per day, based on facilities available in neighborhoods visited. The County reserves the right to continue to provide services with its mobile trailer clinic.
- 5) VIP Pet Care Monthly Rabies Vaccination Clinics. The County contracts with VIP Pet Care to provide low-cost vaccination and microchip clinics once monthly (currently the third Thursday of each month) at the Bradshaw Animal Shelter. The County reserves the right to continue with VIP Pet Care for these services. Provided, however, County will also consider proposals in response to this Request, that include monthly clinics which may replace the monthly VIP-provided clinics. Please see Health & Safety Code Section 121690(f) for requirements.
- 6) Sacramento Area Animal Coalition Spay/Neuter Voucher Program. The County contracts with the Sacramento Area Animal Coalition (SAAC) to provide a low-cost co-pay voucher program for spay/neuter surgeries of pets of low-income families. Proof of low-income is required with the exception of owners obtaining spay/neuter of pit bulls, pit bull mixes and feral cats. Funding for this program is generally provided from a Sterilization Trust (license penalties for intact animals and 50% of licenses for intact animals) and a State Impound Trust (penalties for impoundment of intact animals). The County reserves the right to continue this program.

- 7) **Promotional Events.** In association with various adoption promotions (e.g., “Just One Day,” “Kitty Palooza,” “Clear the Shelter,” etc.), the County may offer no-cost rabies vaccinations and microchips during some events. The County reserves the right to continue with these promotional offers.

### **Indemnification**

The selected proposer to whom a contract is awarded shall indemnify the County as follows:

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, which are not professional services, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which the CONTRACTOR is legally liable under law regardless of whether caused in part by an Indemnified Party. CONTRACTOR shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code
- B. To the fullest extent permitted by law, for professional services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless the Indemnified Parties from and against any Claims, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of the CONTRACTOR, its employees, or the CONTRACTOR'S subconsultants or subcontractors.
- C. The provisions of this indemnity shall survive the expiration or termination of this Agreement.
- D. This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONTRACTOR or the CONTRACTOR'S subcontractors.
- E. Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

### **Insurance Requirements**

The successful proposer to whom a contract is awarded shall maintain insurance and provide evidence of such to the County in compliance with the requirements stated in Attachment 4.

### **Proposal Content**

Proposals should specifically address the following topics. Please refrain from submitting general marketing materials that do not explicitly respond to the requests below. Proposals should not exceed six (6) pages in length, excluding a maximum two-page cover letter and resumes.

- 1) Include a brief summary about the proposing organization and background.
- 2) Provide a statement of education, training, capabilities, qualifications and experience for performing the subject services for each of the primary management positions of the proposing organization, specifically including, but not limited to the proposed managing licensee

veterinarian and the proposed clinic manager. Note that the selected proposer shall not substitute other parties for those proposed except upon approval of the County.

- 3) Provide a summary of the proposing organization's experience and past involvement with low-cost spay/neuter and vaccination programs.
- 4) Describe the proposed staffing, hours, scheduling, outreach, and budget for the proposed services.
- 5) The proposal should identify any actual, apparent or potential conflicts of interest.
- 6) Include a list of references and contact information.
- 7) State any requested exceptions or additions to the indemnification and insurance requirements desired to be negotiated. (The County reserves the right to reject such exceptions or additions.)

### **Selection Criteria and Evaluation of Proposals**

Proposals will be evaluated based upon the responsiveness, qualifications, experience, abilities, proposed work plan, proposed schedule, proposed fees, references, and other factors that the selection team deems relevant. The County will determine the size and composition of the selection committee as part of the selection process. The County reserves the right to award a contract to any proposer or to reject all proposals.

### **Addenda**

Addenda, if any, will be posted to [www.animalcare.saccounty.net](http://www.animalcare.saccounty.net)

It is the responsibility of proposers to monitor this location. If an addenda that materially changes the terms of this request is issued within 72 hours of the submittal deadline, the submittal due date will be postponed.

### **Submittal Requirements**

Sealed proposals marked with the proposer's name and "Sealed Proposal, Low-Cost Spay/Neuter Clinic," must be submitted in triplicate hard copy no later than 4:00pm, January 5, 2018.

Submit proposals to:

Susan Wright, Administrative Services Officer II  
Department of Animal Care and Regulation  
County of Sacramento  
3839 Bradshaw Road  
Sacramento, CA 95827

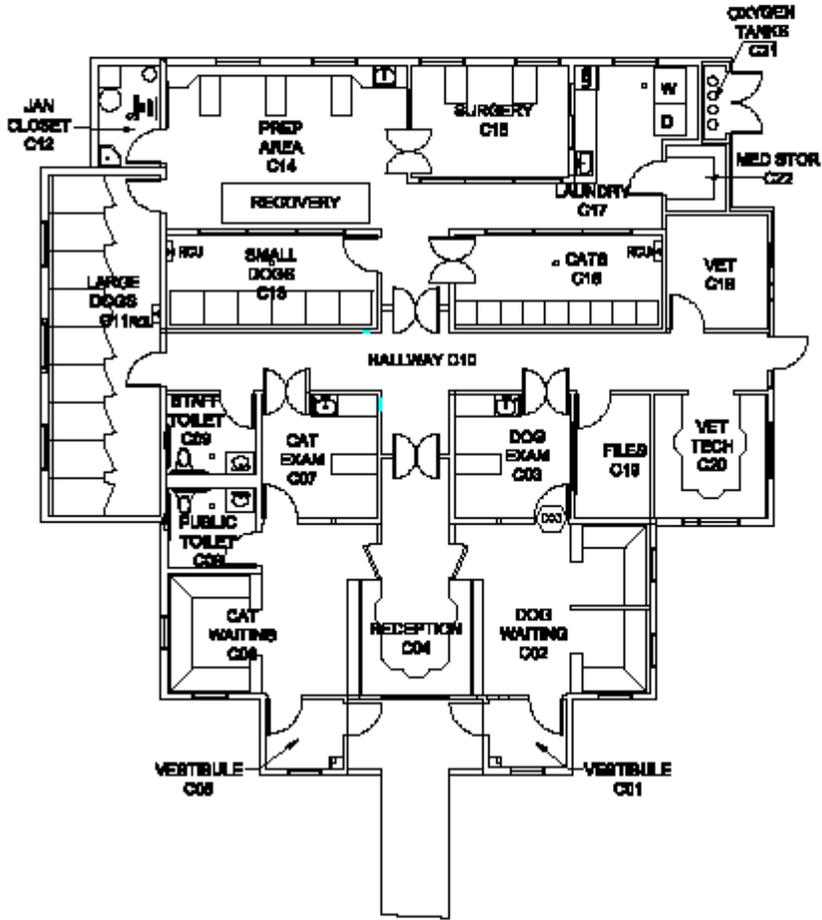
Questions may be directed to [wrights@saccounty.net](mailto:wrights@saccounty.net).

Attachments:

- 1 – Clinic Floor Plan (1 page)
- 2 – Parking and Overall Facility Diagrams (2 pages)
- 3 – List of County-Provided Medical Equipment Fixtures, Furniture and Equipment (1 page)
- 4 – Insurance Requirements (4 pages)

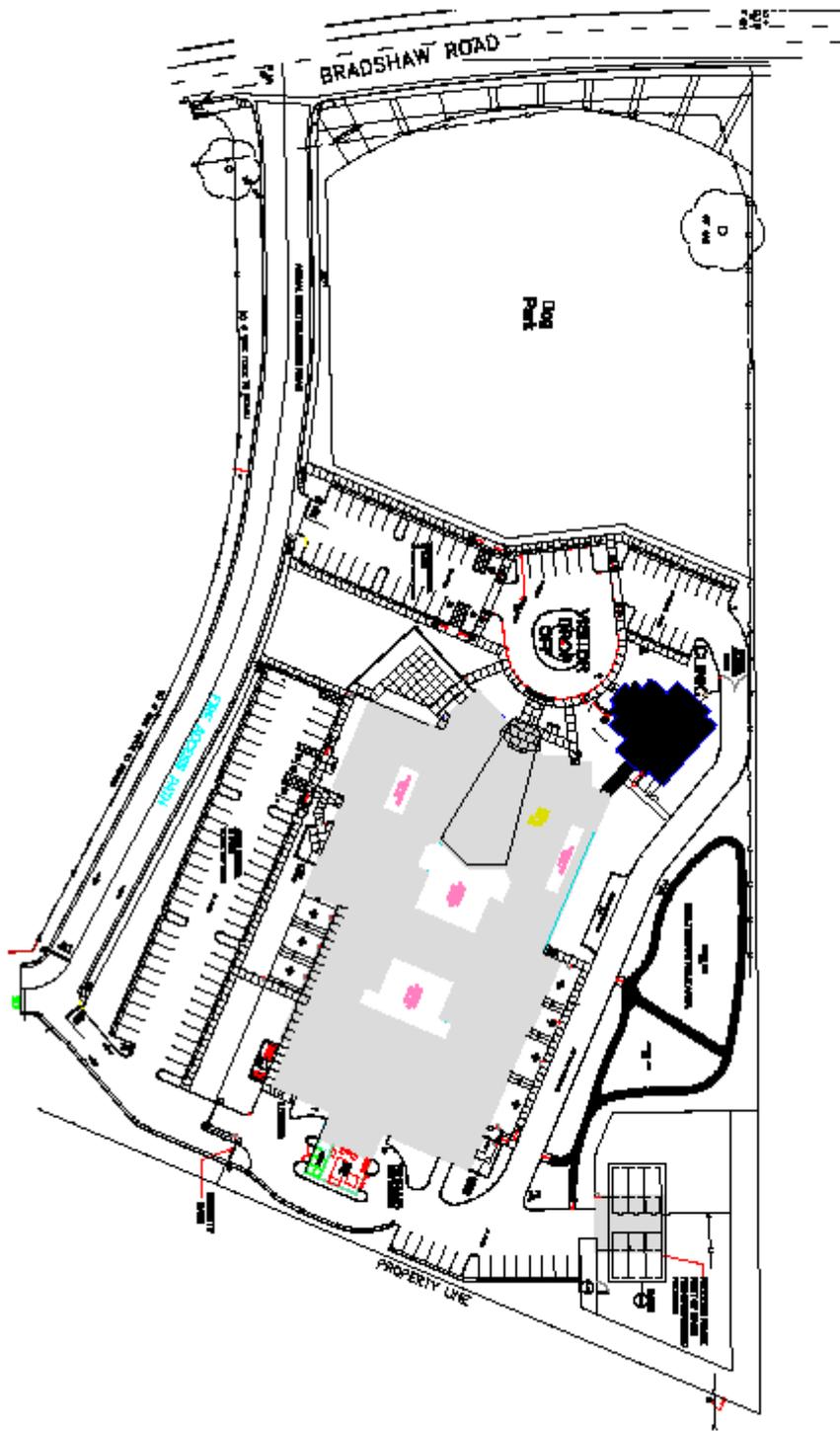
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ATTACHMENT 1

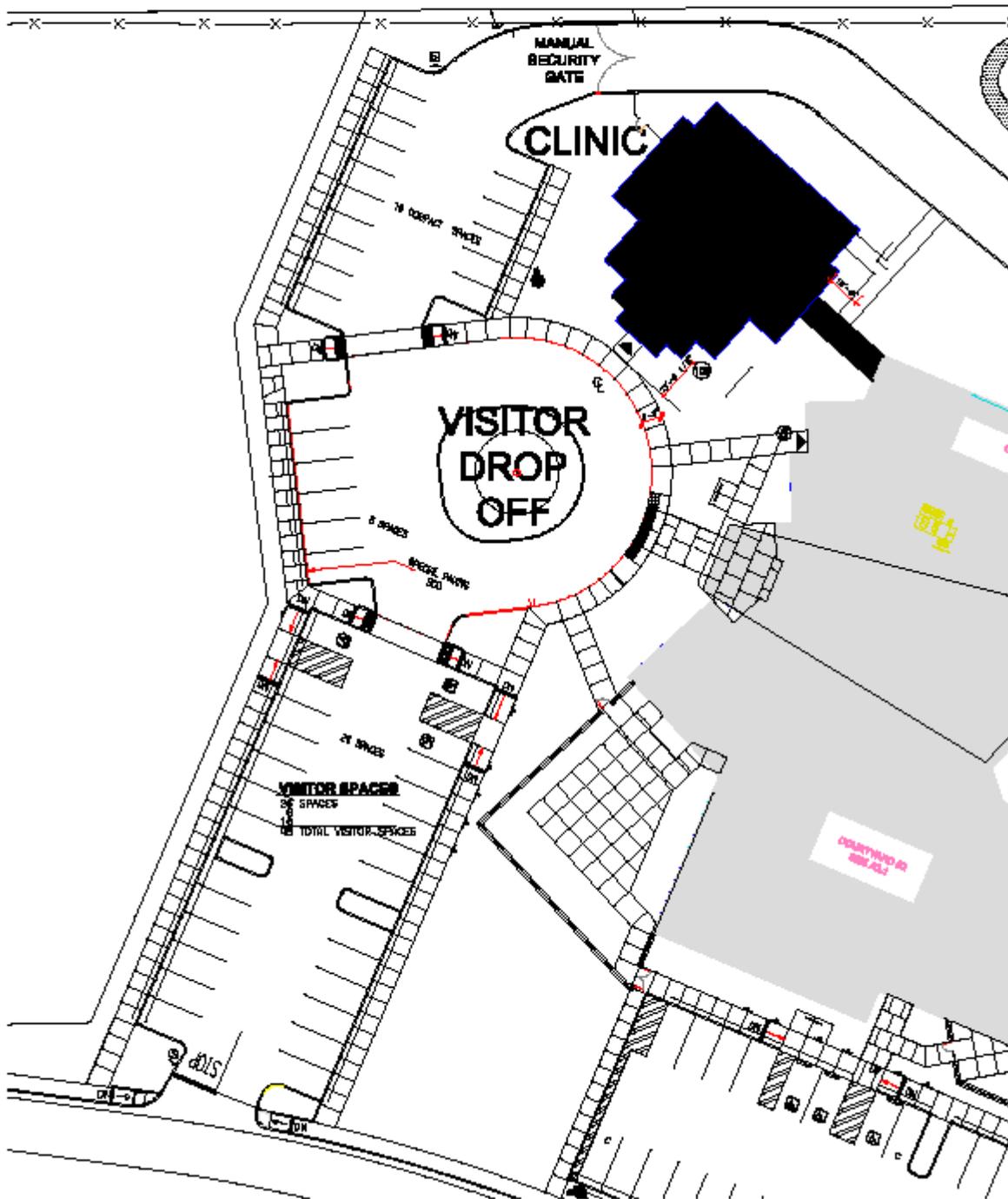


CLINIC FLOOR PLAN

ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 3

**LIST OF COUNTY-PROVIDED MEDICAL FIXTURES, EQUIPMENT, KENNELS/CAGES,  
APPLIANCES AND FURNITURE**

Line #	Quantity	Description
1	1	Prep exam table
2	1	Exam table, fixed, stationary wall-mount
3	1	Wet table
4	1	Surgery table, hydraulic, flat top
5	1	Surgery table, hydraulic, "V" top
6	3	Mobile animal lifts
7	2	Plumbing faucets, 1 for wet table and 1 for exam table
8	2	Surgery lights, dual ceiling mount
9	2	Prep lights, ceiling mount
10	5	Model 2500A Vet Pulse oximeters with alarms
11	5	J302D1 Jorgensen Gas Vak equalizers
12	4	000865 Midmark VMS anesthesia machines (new)
13	1	Shor-Line anesthesia machine with vaporizer (approx. 5 years old)
14	5	Hose assemblies for VMS machines
15	4	J0562M JorVet Isoflurane Tech III Style vaporizers
16	2	Midmark M11 autoclave machines
17	1	Centrifuge machine
18	1	Welch Allen Otoscope with attachments
19	1	M150 ultrasonic cleaner, 1.5 gallon with basket
20	2	M-22 double post Mayo stands
21	3	Electric grooming clippers with blades
22	2	Digital scales
23	1	Walk-on platform scale
24	1	Microscope VT1
25	2	Thermal pads, 22 x 28
26	4	Thermal pads, 15 x 45
27	1	Shor-Line 4-foot-long cage assembly with six 22-inch x 22-inch cages, on rolling platform
28	3	Four-foot-long cage assemblies with two 22-inch x 22-inch cages and one 4-foot x 28-inch cage, on rolling platform
29	3	Ken-Kage cat cage assemblies, 6-foot x 4.5-foot, consisting of 12 compartments, each on rolling platforms
30	3	Cat Condos, 3-foot x 5-foot, on rolling platforms
31	1	Laundry washing machine, GE
32	1	Laundry dryer, GE
33	1	Refrigerator, large, Hotpoint
34	1	Refrigerator, small
35	2	Vertical 4-drawer file cabinets
36	Several	Herman Miller and other brand chairs

List will be reviewed and updated during contract negotiations with selected proposer.

## ATTACHMENT 4

### COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below.

**Copies of required endorsements must be attached to the certificates provided.**

COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

**PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

**PERSONAL PROPERTY:** CONTRACTOR agrees that it shall, during the full term of this Agreement and at its own expense, keep its contents, non-structural improvements and personal property located on the premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance. Valuation shall be on a replacement cost basis. CONTRACTOR does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against COUNTY on account of

any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of COUNTY

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**3. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis).  
Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

**4. Deductibles and Self-Insured Retention**

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

**5. Claims Made Professional Liability Insurance**

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**6. Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

**7. All Policies:**

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. COUNTY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**8. Commercial General Liability and/or Commercial Automobile Liability:**

- a. ADDITIONAL INSURED STATUS: COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers.
- b. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- d. SEVERABILITY OF INTEREST: CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by

CONTRACTOR'S subcontractor.

**9. Professional Liability:**

**PROFESSIONAL LIABILITY PROVISION:** Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**10. Workers' Compensation:**

**WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers.

**11. Notification of Claim**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.