**Exhibit \_\_\_\_\_**

**Section I – Insurance to be Maintained by** [insert name of recipient]

[insert name of recipient] shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for [insert time period] after all funds have been disbursed.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County’s failure to identify any insurance deficiency shall not relieve [insert name of recipient] from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
2. Required if [insert name of recipient] has employees as defined by the Labor Code of the State of California.
3. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
4. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
5. Required Evidence of Insurance: Certificate of Insurance.

If [insert name of recipient] currently has no employees as defined by the Labor Code of the State of California, [insert name of recipient] agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1. General Liability Insurance
   1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   2. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If [insert name of recipient] maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by [insert name of recipient].
   3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County. [insert name of recipient] is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether [insert name of recipient] has a claim against the insurance or is named as a party in any action involving the County.
   4. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of [insert name of recipient]’s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
   5. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   6. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
   7. The policy shall cover inter-insured suits between County and [insert name of recipient] and include a “separation of insureds” or “severability” clause which treats each insured separately.
   8. Required Evidence of Insurance:
2. Copy of the additional insured endorsement or policy language granting additional insured status; and
3. Certificate of Insurance.
4. Automobile Liability Insurance
5. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
6. Insurance shall cover all owned vehicles if [insert name of recipient] owns vehicles.
7. Insurance shall cover hired and non-owned vehicles.
8. Required Evidence of Insurance: Certificate of Insurance.
9. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*
10. Minimum Limit: $1,000,000 per claim or per occurrence.
11. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County.
12. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
13. Required Evidence of Insurance: Certificate of Insurance.
14. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1. Documentation
   * 1. The Certificate of Insurance must include the following reference: [insert project name].
     2. [insert name of recipient] shall submit required Evidence of Insurance prior to the execution of this Agreement. [insert name of recipient] agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
     3. The name and address for Additional Insured endorsements and Certificates of Insurance is: insert exact name and address].
     4. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
     5. [insert name of recipient] shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
     6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
2. Policy Obligations

[insert name of recipient]’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Section II – Insurance to be Maintained by** [insert name of recipient]’s contractors and/or consultants)

(Contact Risk Management)