



Valley of the Moon Fire Protection District



Board of Directors Meeting

November 12, 2019



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**MEETING AGENDA
VALLEY OF THE MOON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

Tuesday, November 12, 2019 at 6:00 P.M.
Location: Sonoma Valley Fire & Rescue Authority Station 1
630 2nd Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of October 8, 2019. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for October 2019

9. OLD BUSINESS

10. NEW BUSINESS

Authorize the Fire Chief to execute agreement with the State of California Department of General Services to staff one shift at the Sonoma Developmental Center Fire Department. **Action Item**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

12. COMMENTS FROM THE FLOOR
13. COMMENTS/REPORTS FROM THE BOARD
14. CLOSED SESSION
15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on December 10, 2019 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2nd Street West, Sonoma.

Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority's Station 1, located at 630 2nd Street West, Sonoma, California.

Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 12, 2019



Agenda Item No.		Staff Contact	
7A		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for regular meeting of October 8, 2019			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for October 8, 2019 regular meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

October 8, 2019

1. CALL TO ORDER

President Norton called the meeting to order at 6:04 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Brady, Director Greben, and Director Leen.

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

No changes were made to the agenda.

5. COMMENTS FROM THE PUBLIC

Lateral Firefighter applicant Brett Hughes attended the meeting and expressed that he was happy to be present to see what is happening in the District.

6. PRESENTATIONS

None

7. CONSENT CALENDAR

Approval of minutes for regular meeting of September 10, 2019

M/S/P Brady/Leen to approve minutes for regular meeting of September 10, 2019. Passed 5 ayes

8. FIRE CHIEF'S MONTHLY REPORT

Fire Chief Akre gave his activity report for September 2019.

9. OLD BUSINESS

None

10. NEW BUSINESS

- a) Resolution 2019/2020-07 accepting the FEMA SAFER Grant and approving the cost share commitment over a period of three (3) years

M/S/P Brady/Norton to accept SAFER Grant and approve cost share commitment. Passed 5 ayes

- b) Accept California Office of Traffic Safety Grant for extrication equipment

M/S/P Brady/Leen to accept OTS Grant. Passed 5 ayes

- c) Approve contract with North Bay Fire to provide services for Mayacamas Volunteer Fire Department

M/S/P Leen/Norton to approve contract with North Bay Fire to provide Services for Mayacamas VFD. Passed 5 ayes

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

Firefighter Hughes thanked the Board and the District for allowing him to be at the meeting.

13. COMMENTS/REPORTS FROM THE BOARD

None

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 7:19 p.m. to a regular meeting on November 12, 2019, at 6:00 p.m., in the Training Room of Station 1, located at 630 2nd Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

President Norton

Director Brunton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 12, 2019



Agenda Item No.		Staff Contact	
7B		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for special meeting of October 21, 2019			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for October 21, 2019 special meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

SPECIAL BOARD OF DIRECTORS MEETING MINUTES

October 21, 2019

1. CALL TO ORDER

President Norton called the meeting to order at 1:02 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, and Director Brady. Director Greben and Director Leen were excused.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

No changes were made to the agenda.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

8. FIRE CHIEF'S MONTHLY REPORT

9. OLD BUSINESS

Further discussion concerning reorganization of Valley fire departments

Chief Akre and Attorney Bill Adams led a discussion on the benefits of the reorganization and provided related information.

10. NEW BUSINESS

None

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS/REPORTS FROM THE BOARD

None

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 2:50 p.m. to a regular meeting on November 12, 2019, at 6:00 p.m., in the Training Room of Station 1, located at 630 2nd Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

President Norton

Director Brunton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 12, 2019



Agenda Item No.		Staff Contact	
10		Stephen Akre, Fire Chief	
Agenda Item Title			
Authorize the Fire Chief to execute agreement with the State of California Department of General Services to staff one shift at the Sonoma Developmental Center Fire Department			
Recommended Actions			
Authorize Fire Chief to execute agreement			
Executive Summary			
The Department of General Services (DGS) has approached the Fire Chief requesting that the District staff one shift at the Sonoma Developmental Center (SDC) Fire Department for a period of one year with an option to extend the term for two (2) additional one (1) year terms.			
One (1) Fire Captain and one (1) Engineer Paramedic will be needed to staff the shift at SDC. For fiscal year 2019/20, the District will receive \$344,255.70 to provide this service.			
Alternative Actions			
Decline to authorize agreement			
Strategic Plan Alignment			
This program is in alignment with Goal 5: Pursue additional partnerships with neighboring agencies to enhance services.			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
State of California DGS Agreement 19-24311			

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-24311

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Real Estate Services Division, Asset Management Branch

CONTRACTOR NAME

Valley of the Moon Fire District

2. The term of this Agreement is:

START DATE

October 15, 2019 or upon DGS/OLS approval, whichever is later

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$344,255.70 Three Hundred Forty-Four Thousand, Two Hundred Fifty-Five Dollars and Seventy Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	04/2017
Exhibit B, Attachment 1	Cost Sheet	1
Exhibit D	Special Terms and Conditions	3

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Valley of the Moon Fire District

CONTRACTOR BUSINESS ADDRESS

630 2nd Street West

CITY

Sonoma

STATE

CA

ZIP

95476

PRINTED NAME OF PERSON SIGNING

Steve Akre

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-24311

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services, Office of Business and Acquisition Services

CONTRACTING AGENCY ADDRESS

707 Third Street, Suite 2-350, MS 508

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Melanie Zbur

TITLE

Staff Services Manager II

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

The Department of General Services (DGS), Real Estate Services Division (RESA), Asset Management Branch (AMB) received General Fund authority for operations, maintenance, initial partial decommissioning, and land use planning costs related to the closure of the former Sonoma Developmental Center (SDC) over a period of three fiscal years: 2019-20, 2020-21 and 2021-22 while the County of Sonoma completes a Specific Plan. Until final disposition of the property, the state must provide for ongoing property management services including fire, rescue, and emergency medical services.

1. PROJECT SUMMARY

- A. Background: DGS took possession of the SDC on July 1, 2019. DGS entered into an Interagency Agreement with the Department of Developmental Services (DDS) to utilize existing staff which includes the Eldridge Fire Department (Eldridge FD) that provides fire, emergency medical services (EMS), and rescue response from the fire station located on the SDC property. The SDC budget provides Eldridge FD with eight (8) positions. The Eldridge FD is scheduled to continue providing fire, rescue, and emergency medical services over the next three fiscal years while Sonoma County completes a Specific Plan for the property. The Eldridge FD cross-staffs a structural fire engine and a wildland fire engine. Additionally, the Eldridge FD performs inspection services to the buildings and systems on the SDC property.
- B. Historically, Advanced Life Support (ALS) resources have been provided by the Valley of the Moon Fire District dba Sonoma Valley Fire and Rescue Authority (SVFRA) under a contract with DDS utilizing paramedics which are not available with current staff. After the closure of the campus, it is expected that public use of the property will necessitate ALS services.
- C. Due to the closure of the facility, staff retention and recruitment is facing new challenges as all positions at SDC are limited term appointments. Eldridge FD firefighters have left for other positions, creating ongoing vacancies. The time required to fill a vacant position is approximately twenty (20) weeks. DDS is responsible for the recruitment of Eldridge FD staff and has proposed an ongoing job announcement and hiring process. The Eldridge FD may not be able to adequately cover the shifts when vacancies exist. The purpose of this agreement is to ensure appropriate 24/7 coverage for fire safety on the campus.
- D. SVFRA, an all risk Fire/EMS Rescue Department, shall provide a two-person ALS fire engine company during one of three designated shifts.

E. The Contractor shall provide services at the following location

Sonoma Developmental Center
15000 Arnold Drive
Eldridge, CA 95431

F. The State will have the sole option to extend the contract term for two (2) additional one (1) year terms at the contracted rates in Exhibit B, Attachment 1, Cost Sheet.

G. The rate specified in Exhibit B, Attachment 1 will stay in effect for the first year from execution of the contract. Contracted rates for future years may reflect a 5% annual increase based on step annual increases.

2. PROJECT REPRESENTATIVES

A. The Project Representatives during the term of this agreement will be:

State's Contract Administrator	Contractor's Contract Administrator
Gerald McLaughlin Associate Construction Analyst 707 Third Street, 5th Floor West Sacramento, CA 95605 Phone: (916) 375-4009 Email: Gerald.McLaughlin@dgs.ca.gov	Stephen Akre Fire Chief 630 2nd Street West Sonoma, CA 95476 Phone:(707)-996-2102 (W)

B. Any change in the Contractor's Contract Administrator must be immediately reported in writing to the State's Contract Administrator.

3. PERFORMANCE DETAILS

A. The Contractor's Contract Administrator may be required to attend meetings as coordinated by the State's Project Representatives.

B. All performance under the Contract shall be completed on or before the termination date of the Contract.

C. The Contractor will furnish all expertise, labor, materials and equipment necessary to accomplish all Fire/EMS/Rescue Services in a professional and competent manner.

4. WORK DETAILS

A. Hours of Operation: The Contractor will provide a two (2) person ALS fire company for five (5) 48 hours shifts per month. The Contractor will provide staffing for either the A, B or C shifts as determined and agreed upon between the State's and Contractor's Contract Administrators.

- B. Staffing: The Contractor will provide one (1) Fire Captain and one (1) Engineer/Paramedic for all designated shifts.
- C. The Contractor shall assume command and control functions through the shift Battalion Chief and assimilate all SDC shifts into the SVFRA operational system, including response and training.
- D. The Contractor's crews will also fully participate in all expected and regular duties of the SDC's (Eldridge) FD, including training, prevention and inspections.
- E. The Contractor will provide its own fire apparatus and equipment including all ALS equipment until familiarization and training on SDC fire apparatus is completed.
- F. The Contractor will consider all of SDC as part of its service area and respond with all available resources in the event of an emergency.
- G. The Contractor is not assuming any formal responsibilities for the State Responsibility Area (SRA) though it will continue to provide emergency first response as it does in other local SRA areas.
- H. Should service and protection requirements change due to future planning, completed development or other unforeseen circumstances, the State has the option to decrease or increase services. Such changes in service will require a formal amendment to the Contract.

5. **STATE'S RESPONSIBILITIES**

- A. The State shall maintain and repair the Eldridge FD's fire house and provide access to SVFRA's employees that staff a shift.
- B. The State shall provide keys to all buildings and Knox Box Rapid Entry Systems, if any.
- C. The State shall provide access to communication devices used by the Eldridge FD.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Invoices shall be submitted monthly in arrears of the service performed. Invoices must be submitted with the Contractor's letterhead information exactly matching the Contractor name on the Standard Agreement 213 and be signed by an authorized representative.
- C. Invoices will include, as applicable:
 - 1) Contract Number
 - 2) Date of Invoice
 - 3) Date of Service
 - 4) Location of Service
 - 5) Applicable rate and total dollar amount
 - 6) Contact phone number for billing questions
- D. Contractor shall send invoices, billings and other correspondence related to Contractor's services to:

ATTN: Program Support Accounting Section
Department of General Services
Office of Fiscal Services
707 Third Street, Suite 9-100
West Sacramento, CA 95605

Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. BUDGET CONTINGENCY CLAUSE

- A. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
- D. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers they have received an overpayment, Contractor must notify the State and refund the overpayment immediately.

EXHIBIT B, ATTACHMENT 1

COST SHEET

FISCAL YEAR 19/20

(A)	(B)	(C)	(D)
SERVICES	MONTHLY RATE*	FREQUENCY PER YEAR	CALCULATED AMOUNT (BXC)
One (1) Fire Captain	\$17,166.67	8.5	\$145,916.70
One (1) Engineer/Paramedic	\$13,333.33	8.5	\$113,333.31
Fire Station/Fire Company Costs (To include but not be limited to training, equipment, fuel, maintenance, etc.)	\$4,166.67	8.5	\$35,416.70
Administration Services (To include but not be limited to supervision, payroll, HR, purchasing, etc.)	\$2,917.00	8.5	\$24,794.50
Additional personnel costs to provide minimum staffing levels	\$2,917.00	8.5	\$24,794.50
ANNUAL TOTAL COSTS			\$344,255.70 (Sum of Column C)

Notes:

*The State will not pay any costs other than those entered on this cost sheet. No additional fees will be paid, including but not limited to: overtime, rapid response charges, etc.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- F. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

- 2. EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, the Contractor will attempt resolution with State's Contract Administrator with a written explanation of the situation. If no resolution is found, the Contractor shall file a "Notice of Dispute" with the AMB Chief within ten (10) days of the failed resolution at the following addresses:

Attn: AMB Chief
Department of General Services
Office of Business and Acquisition Services
707 Third Street, 5th Floor
West Sacramento, CA 95605

- B. The AMB Chief or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the AMB Chief or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the State will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. No sub-contracting will be allowed for services within this agreement.

6. INSURANCE REQUIREMENT

A. General Provisions Applying to All Policies

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the agreement, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the agreement.
- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this contract.
- 3) **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor's obligations under the agreement.
 - 8) **Satisfying an SIR** – All insurance policies required by this agreement/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - 9) **Available Coverages/Limits** – All coverage and limits available to the Contractor shall also be available and applicable to the State.
 - 10) **Use of Subcontractors** - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.
- B. **Commercial General Liability** – Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. **Workers Compensation and Employers Liability** – Workers' Compensation 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. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**
- F. **Certificate of Insurance**

The Contractor will furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder will read:

Attn: CSS – 19-24311
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605