

*Schedule 19 — Insurance*

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**1. INSURANCE**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this Agreement, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or Work hereunder and the results of the Services or Work by the Contractor, his agents, representatives, employees or Subcontractors.

1.1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1.1.1. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- 1.1.2. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- 1.1.3. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- 1.1.4. Technology Errors and Omissions Liability (including Cyber Security Liability)
- 1.1.5. Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering all Contractor's employees.
- 1.1.6. Property Insurance.

1.2. Minimum Limits of Insurance

Contractor shall maintain the following limits:

- 1.2.1. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. The Project Specific Aggregate limit shall be \$10,000,000.
- 1.2.2. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

- 1.2.3. Workers' Compensation as required by any applicable law or regulation having jurisdiction over Contractor's employees. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- 1.2.4. Technology Errors and Omissions Liability (including Cyber Security Liability): \$10,000,000 per claim with an aggregate limit of not less than \$20,000,000. The County may request annually that Contractor confirm if any self-retained limit is greater than \$500,000 and if it is greater, shall disclose that amount to the County. The coverage will not contain specific, express exclusions for design errors, destruction of data or failure to designing an adequate system arising out of Contractor's wrongful acts in the rendering of, or failure to render, professional technical services to the County. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's Services pursuant to the Agreement. Cyber Security Liability under this policy includes Privacy Liability (unauthorized disclosure by the Contractor of private information or failure to protect private information that results in identity theft) and Failure of Security (inability of the security of the Contractor's computer system to mitigate loss from or prevent a computer attack or physical theft of hardware, theft of password or access code).
- 1.2.5. Comprehensive Crime Insurance, Employee Dishonesty and Computer Fraud: \$10,000,000 per occurrence. Such insurance shall cover all of Contractor's employees. Coverage shall include a loss payee endorsement to the County. Any deductible or self-insured retention shall be the responsibility of Contractor.
- 1.2.6. Property Insurance: Contractor shall provide insurance on all property owned by Contractor and provided under this Agreement. Such policy shall provide "all risk" perils, and shall be written on a basis of one hundred percent (100%) replacement value of the property. Coverage shall include business personal property, tenant improvements, business interruption, property of others, in the care, custody, and control of the insured, and transit. Any deductible or self-insured retention shall be the responsibility of Contractor.

1.3. Other Insurance Provisions

The general liability and automobile liability are to contain, or be endorsed to contain the following provisions:

1.3.1. Additional Insured Endorsement (Does not apply to Technology Errors and Omissions Liability 1.2.4.)

Any general and automobile liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. This requirement may be met through the use of a blanket additional insured endorsement.

1.3.2. Primary Insurance Endorsement

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

1.3.3. Notice of Cancellation.

Notice of Cancellation shall be in accordance with policy provisions.

1.3.4. Severability of Interest Clause.

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

1.4. General Insurance Provisions

1.4.1. Qualifying Insurers

With the exception of any wholly owned captive all required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial

stability that is approved in writing by County Risk Management. Such approval shall not be unreasonably withheld.

1.4.2. Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the Effective Date of the Agreement, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and required amendatory endorsements effecting coverage shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Contractor shall, upon request, provide the County with a summary of its insurance policies.

1.4.3. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for any such default by Contractor provided that the same is not cured within thirty (30) days of Contractor's receipt of notice from the County specifying the nature of the claimed default.

1.4.4. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

1.4.5. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may request Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

1.4.6. Self-Insurance

With the exception of Workers' Compensation, Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements

contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

1.4.7. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

(i) The policy retroactive date coincides with or precedes Contractor's commencement of Services under the Agreement (including subsequent policies purchased as renewals or replacements);

(ii) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds;

(iii) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement; and

(iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

1.4.8. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors' failure to maintain required coverage.

1.4.9. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Losses (as defined in Section 22.1 of the Agreement), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Losses. With the exception of Technology Errors and Omissions Liability insurance and Crime Insurance, included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

**END OF SCHEDULE**