

COUNTY OF TULARE  
SERVICES AGREEMENT WITH  
COLLEGE OF THE SEQUOIAS

**THIS AGREEMENT** (“Agreement”) is entered into as of July 1, 2018, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **COLLEGE OF SEQUOIAS**, a California government entity (“COLLEGE”). COUNTY and COLLEGE are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. COLLEGE maintains and operates a police organization within its boundaries referred to as College of the Sequoias District Police Department; and
- B. COLLEGE desires to contract COUNTY to provide 24 hour emergency dispatch and communication services; and
- C. COUNTY incurs additional operating costs to provide those services and invoices will be submitted to COLLEGE for payment of services; and
- D. COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth in this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement shall become effective as of July 1, 2018 and shall expire at 11:59 PM on June 30, 2020 unless otherwise terminated as provided in this Agreement.
- 2. **SERVICES TO BE PERFORMED:** COUNTY agrees to provide emergency dispatch and communication to the COLLEGE through the Tulare County Sheriff’s Office as follows:
  - (a) Answer all emergency calls and interrogate callers seven (7) days per week / twenty four (24) hours a day.
  - (b) Alert appropriate personnel, as designated by COLLEGE, for emergency response.
  - (c) Monitor, respond and dispatch additional personnel and/or equipment as requested by the designated Incident Commander.
  - (d) Services will be provided at all three (3) College of the Sequoia campus locations referenced within this Agreement.
- 3. **PAYMENT FOR SERVICES AND SERVICE LOCATIONS:** See attached **EXHIBIT A**.
- 4. **INDEPENDENT CONTRACTOR STATUS:**
  - (a) This Agreement is entered into by both parties with the express understanding that COUNTY will perform all services required under this Agreement as an independent

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CONTRACTOR. Nothing in this Agreement shall be construed to constitute the COUNTY or any of its agents, employees or officers as an agent, employee or officer of COLLEGE.

(b) COUNTY agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COLLEGE. Subject to any performance criteria contained in this Agreement, COUNTY shall be solely responsible for determining the means and methods of performing the specified services and COLLEGE shall have no right to control or exercise any supervision over COUNTY as to how the services will be performed. As COUNTY is not COLLEGE's employee, COUNTY is responsible for paying all required state and federal taxes. In particular, COLLEGE will not:

1. Withhold FICA (Social Security) from COUNTY'S payments.
2. Make state or federal unemployment insurance contributions on COUNTY'S behalf.
3. Withhold state or federal income tax from payments to COUNTY.
4. Make disability insurance contributions on behalf of COUNTY.
5. Obtain unemployment compensation insurance on behalf of COUNTY.

(c) Notwithstanding this independent COUNTY relationship, COLLEGE shall have the right to monitor and evaluate the performance of COUNTY to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to COUNTY's employees, COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
7. **RECORDS AND AUDIT:** COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, COUNTY shall make such records available within Tulare County

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to the Auditor of COLLEGE and to his or her agents and representatives, for the purpose of auditing and/or copying such records, for a period of five (5) years from the date of final payment under this Agreement.

**8. INSURANCE:** Prior to approval of this agreement by the COUNTY, COLLEGE shall file with the Clerk of the Board of Supervisors evidence of required insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Exhibit B cannot be used to reduce limits available to COUNTY as an additional insured from COLLEGE'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If COLLEGE fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to COLLEGE for failure to provide evidence of renewal until COLLEGE provides such evidence.

**9. TERMINATION:**

(a) Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COLLEGE will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. COLLEGE will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

1. be adjudged a bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

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In addition, COUNTY may terminate this Agreement based on:

6. material misrepresentation, either by COUNTY or anyone acting on COUNTY's behalf, as to any matter related in any way to COLLEGE's retention of COUNTY, or
7. other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of COUNTY to competently provide the services under this Agreement, or expose the COLLEGE to an unreasonable risk of liability.

COLLEGE will pay to the COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of any and all plans, specifications and estimates, and other documents prepared by COUNTY by the date of termination in accordance with this Agreement. COLLEGE will not pay lost anticipated profits or other economic loss, nor will the COLLEGE pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the COUNTY's scope of work exceeds the unpaid balance of the agreement, the COUNTY must pay the difference to the COLLEGE. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

- (c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY's services have been terminated by the COLLEGE, said termination will not affect any rights of the COLLEGE to recover damages against the COUNTY.
- (d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of COLLEGE for which COUNTY's services are to be performed, may immediately suspend performance by COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**10. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COLLEGE, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with

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at least thirty (30) days prior written notice of such termination.

**11. INDEMNIFICATION:** For the purposes of indemnification, each party shall be solely responsible for the acts, errors or omissions of its assigned officers, agents, and employees. No party shall be responsible for the acts, errors or omissions of another party's officers, agents, or employees, nor incur any liabilities arising out of the services and activities of another party's officer, agents or employees.

Each party shall indemnify and hold harmless the other parties from and against all claims and actions, and all expenses, including but not limited to reasonable attorney's fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property to the extent that such claims or actions are caused by the negligence, gross negligence or willful misconduct by the indemnifying party or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement.

Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by the parties, the amount of such claim that any party is liable as indemnitor under this section shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct at issue.

The above indemnity provisions shall survive the cancellation or termination of the Agreement.

**12. NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Tulare County Sheriff's Office  
ATTN: PATROL CAPTAIN  
833 South Akers Street  
Visalia, CA 93277

Phone No.: (559) 802-9445  
Fax No.: (559) 737-4408

**WITH A COPY TO:**

County Administrative Officer  
2800 West Burrel Avenue  
Visalia, CA 93291

Phone No.: (559) 636-5005  
Fax No.: (559) 733-6318

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**COLLEGE:**

College of the Sequoias  
District Police  
915 South Mooney Blvd.  
Visalia, CA 93277

Phone No.: (559) 730-3862  
Fax No.: (559) 730-3898

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

- 13. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 14. AUTHORITY:** COLLEGE represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind COLLEGE to its terms. COLLEGE acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
- 15. COUNTERPARTS:** The parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.
- 16. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COLLEGE is relying on the personal skill, expertise, training and experience of COUNTY and COUNTY's employees and no part of this Agreement may be assigned or subcontracted by COUNTY without the prior written consent of COLLEGE.
- 17. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 18. FURTHER ASSURANCES:** Each party will execute any additional documents and perform

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any further acts that may be reasonably required to effect the purposes of this Agreement.

- 19. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 20. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 21. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 22. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 23. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 24. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 25. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between COUNTY and COLLEGE as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- 26. ASSURANCES OF NON-DISCRIMINATION:** COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

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It is recognized that both the COUNTY and the COLLEGE have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, COLLEGE agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require COLLEGE to replace any employee who provides services of any kind to COUNTY pursuant to this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this Agreement with or without cause as provided for herein.

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PAGE]



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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COLLEGE OF THE SEQUOIAS

Date: 7/25/18

By [Signature]  
Print Name KEVIN W. MIZNER  
Title CHIEF OF POLICE

Date: 7/25/18

By [Signature]  
Print Name Jessica Morrison  
Title VP Student Services

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: August 14, 2018

BY [Signature]  
J. Steven Worthley, Chairman  
Tulare County Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By [Signature]  
Deputy Clerk



Approved as to Form  
County Counsel

By [Signature] 8/1/18  
Deputy

Matter # 2018913

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**EXHIBIT A  
PAYMENT FOR SERVICES**

Tulare County Sheriff's Office Full-time Dispatch Services for College of the Sequoias District Police	
Services	Provide emergency dispatch and communication services 7 days per week, 24 hours per day to College of the Sequoias District Police Department
COS Campus Service Locations	Visalia, Hanford & Tulare (addresses referenced below)
Quarterly Cost of Services	\$1,705.00
Annual Cost of Services	\$6,820.00

**1. BILLING:** Invoices will be submitted on a quarterly basis for services performed during the following quarters: January – March; April – June; July – September; and October – December. COUNTY will submit invoices to College of Sequoias District Police by the 15<sup>th</sup> of the month following the close of each quarter. Payment will be due by the COLLEGE to the COUNTY within 30 days after receipt of each invoice.

**2. CAMPUS LOCATIONS:** COUNTY will provide services to COLLEGE at the following locations:

- (a) 915 South Mooney Boulevard  
Visalia, CA 93277  
Phone No.: (559) 730-3700
  
- (b) 925 13<sup>th</sup> Avenue  
Hanford, CA 93230  
Phone No.: (559) 583-2500
  
- (c) 4999 E. Bardsley Avenue  
Tulare, CA 93274  
Phone No.: (559) 688-3010

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**EXHIBIT B**  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

COLLEGE shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the COLLEGE, his agents, representatives, employees and subcontractors, if applicable.

**A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the COLLEGE has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. 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.
4. Professional Liability (Errors and Omissions) insurance appropriate to the COLLEGE's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**B. Specific Provisions of the Certificate**

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. COLLEGE must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the COLLEGE including material, parts, or equipment furnished in connection with such work or operations.*

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- b. For any claims related to this project, the COLLEGE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the COLLEGE's insurance and shall not contribute with it.*
  - c. COLLEGE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of COLLEGE may acquire against the county by virtue of the payment of any loss under such insurance. COLLEGE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
  - d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the COLLEGE, its employees, agents and subcontractors. COLLEGE waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

**C. Deductibles and Self-Insured Retentions**

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

**D. Acceptability of Insurance**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

**E. Verification of Coverage**

Prior to approval of this Agreement by the COUNTY, the COLLEGE shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

**ADMINISTRATOR:** LICENSE # 0451271  
Keenan & Associates  
1732 North First Street, Suite 100  
San Jose, CA 95112  
408-441-0754  
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

**COVERED PARTY:**  
College Of The Sequoias  
Tulare County Schools Insurance Group  
915 South Mooney Boulevard  
Visalia CA 93277

**ENTITIES AFFORDING COVERAGE:**  
ENTITY A: Statewide Association of Community Colleges  
ENTITY B: Protected Insurance Program for Schools  
ENTITY C:  
ENTITY D:  
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE / OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	SWC 01504-03	7/1/2018 7/1/2019	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 01504-03	7/1/2018 7/1/2019	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 01504-03	7/1/2018 7/1/2019	\$ 5,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 01504-03	7/1/2018 7/1/2019	\$ 5,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00123-15	7/1/2018 7/1/2019	\$	<input type="checkbox"/> JWC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
As respects to the Tulare County agreement.

\*\*\*Workers Compensation Waiver of Subrogation Applies\*\*\*

**CERTIFICATE HOLDER:**  
Tulare County  
5957 South Mooney  
Visalia CA 93277

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

  
John Stephens  
AUTHORIZED REPRESENTATIVE

ENDORSEMENT  
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
College Of The Sequoias Tulare County Schools Insurance Group	SWC 01504-03	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

Tulare County  
5957 South Mooney  
Visalia CA 93277

**As Respects:**

As respects to the Tulare County agreement. \*\*\*Workers Compensation Waiver of Subrogation Applies\*\*\*

The County of Tulare, its officers, agents, officials, employees, and volunteers are named additional covered parties as respects to liability arising out of work or operations performed by or on behalf of the Contractor.

This coverage shall be primary to the certificate holder's coverage, but only as respects to liability arising directly from the actions and activities of the Covered Party. The insurance of the Additional Covered Party shall not be called upon to contribute to a loss covered by the Covered Party's coverage.



\_\_\_\_\_  
Authorized Representative

Issue Date: 6/29/2018



## PIPS Waiver of Our Right to Recover From Others Endorsement

Covered Party		Endorsement Number	
Tulare County SIG Workers' Comp JPA/College Of The Sequoias		27	
Memorandum of Coverage #	Memorandum of Coverage Period	Effective Date of Endorsement	
PIPS0012315	7/1/2018 - 7/1/2019	7/1/2018	12:01 AM
Issued By (Name of Entity)			
Protected Insurance Program for Schools			

### Workers' Compensation and Employers' Liability Policy

This endorsement applies only to the coverage provided by the Memorandum of Coverage. We have the right to recover our payments from anyone liable for an injury covered by this Memorandum of Coverage. We will not enforce our right against the person or organization name in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

#### Schedule

**Specific Waiver - Name of Person or Organization:**

Tulare County  
 5957 South Mooney  
 Visalia, CA 93277

**Operations:**

As respects to the Tulare County Agreement

**Contribution:**

There is no contribution charged for this endorsement.

Authorized Agent



License# 0451271

Confidential Client Use Only