

Agreement No. XX
(Short-Form Agreement)

THIS AGREEMENT is made this XX day of XX, 20XX, by and between the Yolo-Solano Air Quality Management District (“DISTRICT”), and XX (“CONTRACTOR”), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following services: [insert scope of work].
2. CONTRACTOR shall perform said services between [start date] and [end date].
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements.
4. DISTRICT will pay CONTRACTOR no more than \$XX under this agreement. Invoices for services rendered shall be submitted to DISTRICT on a quarterly basis.
5. CONTRACTOR agrees to provide services in a timely manner, without undue delay.
6. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
7. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
8. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR’s work. A copy of the DISTRICT’S Contract Document

Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.

9. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend DISTRICT and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
10. This Agreement is subject to the District, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the District's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the District may terminate this Agreement by giving thirty (30) days advance written notice thereof to the Contractor, in which event the District shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.
11. If CONTRACTOR fails to perform any part of this Agreement, the DISTRICT may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that DISTRICT may have, DISTRICT may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.
12. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.
13. CONTRACTOR understands that he/she is not an employee of the DISTRICT and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
14. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the DISTRICT'S plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the DISTRICT. CONTRACTOR shall deliver all of the foregoing to the DISTRICT upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and

the services provided hereunder for a period of not less than four (4) years, and shall make them available to DISTRICT for audit and discovery purposes.

15. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
16. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

(NAME)	Yolo-Solano Air Quality Management District
CONTRACTOR:	DISTRICT:
By _____	By _____
(Name of Signatory)	Gretchen Bennett, Executive Director / APCO
Date _____	Date _____
(Street Address/PO Box)	
(City/State/Zip)	
(Phone)	

EXHIBIT A

INSURANCE REQUIREMENTS

1. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
 - A. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - 1) Comprehensive General Liability – \$2,000,000/occurrence and \$4,000,000/aggregate that applies separately to this project (ISO CG 25 03 or 25 04). This policy shall not contain any exclusions contrary to the Agreement including but not limited to endorsements or provisions limited coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - 2) Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - 3) Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 - B. The DISTRICT, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation.
 - 1) The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the DISTRICT's or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - 2) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT's self-insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
2. Other Insurance Provisions
 - A. **Additional Insured Status** - The District, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided

in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

- B. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- C. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.
- D. **Waiver of Subrogation** – Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractors may acquire against the District by virtue of the payment or any loss under such insurance. Contractor 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 District has received a waiver of subrogation endorsement from the insurer.
 - 1) The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - 2) Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the District specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - 3) The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - 4) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the District. All self-insured retentions (SIR) must be disclosed for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the District.
 - 5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.
 - 6) The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - 7) For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

3. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the District with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the District before work commences. Upon District's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
4. During the term of this Agreement, Contractor shall furnish the District with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon District's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The District reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
5. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the District in the same manner and to the same extent as Contractor is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the District. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
6. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.