MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES
AND
OLIVEHURST PUBLIC UTILITY DISTRICT

This Memorandum of Understanding ("MOU") is effective as of June 1, 2026 by and between Yuba County Health and Human Services Department ("YCHHSD), and Olivehurst Public Utility District ("OPUD").

RECITALS

WHEREAS,

a. YCHHSD is a Department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and

b. OPUD is a public utility district formed and existing under California law; and

c. YCHHSD seeks to offer free swim passes and swim lessons for children aged 6-17 and swim exercise programs through the OPUD pool; and

d. Participation in formal swimming lessons can reduce the risk of downing – promoting water safety, and a swim exercise program can provide the tools necessary to stay physically fit while having fun; and

e. OPUD operates the Olivehurst public swimming pool, has provided swimming lessons to local residents, and has the experience to provide a water safety and exercise program.

THEREFORE, YCHHSD and OPUD hereto mutually agree as follows:

1. TERM.

Commencement Date: June 1, 2026

Termination Date: June 30, 2027

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of the MOU may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a novation or renewal agreement for OPUD and YCHHSD approval.

OPUD understands and agrees that there is no representation, implication, or understanding that the services provided by OPUD pursuant to this MOU will be purchased by YCHHSD under a new agreement following expiration or termination of this MOU, and OPUD waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from OPUD.

2. DESIGNATED REPRESENTATIVES.

The Health and Human Services Department Director is the representative of the YCHHSD and will administer this MOU for the YCHHSD. The General Manager of Olivehurst Public Utility District is the authorized representative for OPUD. Changes in designated representatives shall occur only by advance written notice to the other party.

3. SCOPE OF SERVICES AND DUTIES. OPUD shall:

3.1 Provide certified lifeguards and the pool facility in which to conduct swimming lessons;

3.2 Provide appropriate number of lifeguards to ensure safety of swimmers;

3.3 Provide three (3) two-week sessions of swimming lessons to Yuba County children from 10:30am to 11:30am, Monday through Thursday. Lessons to children 6 years of age through 17 years of age will be provided free of charge;

3.4 Provide three (3) two-week sessions of water exercise programs such as water aerobics, water polo, volleyball, etc., in the afternoons and on weekends, pending client interest;

3.5 Provide free of charge seasonal or daily swim passes for children who live in Yuba County and are 6 years of age through 17 years of age;

3.6 Provide YCHHSD with statistical data for the participants of the swim and exercise programs at the end of the season to gauge success of the respective programs, such data will include:

3.6.1 Numbers and age ranges for clients participating in open swim activities.

3.6.2 Number of swim seasonal and daily swim passes used.

3.6.3 Number and age ranges for clients participating in swim lessons.

3.6.4 Number of clients aged 6-17 years old participating in sponsored swim lessons.

3.6.5 Number of clients participating in sponsored adult exercise programs.

3.7 Allow YCHHSD staff to set up educational displays at the pool area during swimming lessons provided under this MOU; and

3.8 Allow YCHHSD staff to be onsite to provide water safety equipment to participants.

3.9 **TIME SERVICES RENDERED.** The pool shall remain open during regularly scheduled pool hours through the term of this MOU, except for closures due to health, safety and weather events. OPUD shall schedule the swimming lessons to be provided under this MOU in such a manner as to commence during the term of this MOU.

The parties anticipate that the regularly scheduled pool hours will be 12:00 pm – 5:00 pm. OPUD may change this schedule with YCHHSD approval.

3.10 **MANNER SERVICES ARE TO BE PERFORMED.** OPUD shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. YCHHSD shall not control the manner of performance.

3.11 **FACILITIES FURNISHED BY COUNTY.** OPUD shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this MOU.

3.12 **CONTRACTOR RIGHT TO CLOSE POOL IF NECESSARY.** OPUD will not be in violation of this MOU or incur any liability to YCHHSD if it closes the pool or is unable to perform any other obligation under this MOU because of any required pool maintenance or repairs, any emergency or other unsafe conditions, or any other circumstance as described in Attachment "A," Provision A.7 Force Majeure.

4. FISCAL PROVISIONS.

4.1 **BASE CONTRACT FEE.** YCHHSD shall pay OPUD a contract fee not to exceed Twenty-Six Thousand Dollars ($26,000.00) for the term June 1, 2026 through June 30, 2027. In no event shall total compensation paid to OPUD under this Provision 4.1 exceed Twenty-Six Thousand Dollars ($26,000.00) for the term of this MOU, without a formal written amendment to this MOU approved by the YCHHSD.

4.1.1 OPUD shall submit a one-time invoice for payment of services each year through the term of this MOU. YCHHSD shall remit payment for services rendered to OPUD within thirty (30) days from receipt of the invoice from OPUD.

4.1.2 In the event that OPUD does not open the swimming pool to the public for the time frame of June 1, 2026 through September 30, 2026, OPUD agrees to reimburse YCHHSD the entire amount paid for that time frame immediately upon written notice by YCHHSD.

4.2 **TRAVEL COSTS.** YCHHSD shall not pay OPUD for meals, lodging or other travel costs not included in this MOU unless said costs are approved in advance by the YCHHSD representative (Operative Provision 7) and then YCHHSD shall pay OPUD per diem rates in effect on the date of invoice upon presentation of invoices.

4.3 **AUTHORIZATION REQUIRED.** Services performed by OPUD and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to OPUD by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services.

5. TERMINATION PROVISION.

5.1 This MOU may be terminated by either party upon ten (10) days written notice to the other party.

6. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Additional Provisions
Attachment B – General Provisions
Attachment C – Insurance Provisions

7. NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "YCHHSD" With a copy to:

Yuba County Health and Human Services Department
Attn: Jennifer Vasquez, Director
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "OPUD":

John C. Tillotson, P.E.
General Manager
Olivehurst Public Utility District
1970 9th Avenue
P.O. Box 670
Olivehurst, CA 95961

IN WITNESS WHEREOF, this MOU has been executed as follows:

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____ Date: 5/29/26
John C. Tillotson, P.E., General Manager

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

YUBA COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Seth Fuhrer, Chair

APPROVED AS TO FORM:

_____ FOR
Janet E. Bender,
County Counsel

INSURANCE PROVISIONS APPROVED:

_____ for
Tiffany Manuel
Human Resources Director & Risk Manager

RECOMMENDED FOR APPROVAL:

_____
Jennifer Vasquez, Director
Health & Human Services Department

ATTACHMENT A

ADDITIONAL PROVISIONS

A.1 FUNDING. OPUD and YCHHSD agree that this MOU may, at the sole discretion of the YCHHSD, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by YCHHSD for the purposes of this MOU are not made available to YCHHSD.

A.2 HEALTH AND SAFETY STANDARDS. OPUD agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

A.3 CHILD ABUSE/ADULT ABUSE. OPUD warrants that OPUD is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. OPUD agrees that OPUD and OPUD's employees will execute appropriate certifications relating to reporting requirements.

A.4 DRUG FREE WORKPLACE. OPUD warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. OPUD agrees that OPUD will execute appropriate certifications relating to Drug Free Workplace.

A.5 INSPECTION. OPUD's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review, and audit by authorized representatives of YCHHSD, the State of California, and the United States government.

A.6 CIVIL RIGHTS. OPUD warrants that it is aware and understands that the California Department of Social Services, in accordance with Division 21 of the Manual of Policies and Procedures, requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision B.12 of this MOU. OPUD is hereby informed that additional Civil Rights information and resources are available to OPUD on the California Department of Social Services, Civil Rights Bureau, website: http://www.cdss.ca.gov/inforesources/Civil-Rights and OPUD agrees to advise subcontractors of this website source of Civil Rights information.

A.7 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this MOU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

A.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. OPUD agrees to administer this MOU in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. OPUD shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this MOU. All issues shall be resolved using reasonable administrative practices and judgment. OPUD shall keep in effect all licenses, permits, notices, and certificates required by law and by this MOU.

A.9 RECORDS. OPUD agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of MOU to the YCHHSD's Auditor and/to any duly authorized fiscal agent of the YCHHSD, any books, documents, papers, and records of OPUD which are relevant to this MOU for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

A.10 HAZARDOUS MATERIALS. OPUD shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. OPUD shall provide Material Safety Data Sheets for all products that may contain hazardous materials to the YCHHSD.

A.11 ACCEPTANCE. All work performed and completed under this MOU is subject to the acceptance of the YCHHSD or its authorized representatives. Failure by the OPUD to take corrective action within twenty-four (24) hours after personal or telephonic notice by the YCHHSD's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the YCHHSD taking whatever corrective action it deems necessary. All costs resulting from such action by the YCHHSD will be claimed against OPUD.

A.12 CONFIDENTIALITY. OPUD must maintain compliance with confidentiality regulations. At no time shall OPUD's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the YCHHSD. OPUD and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

A.13 DEBARMENT. YCHHSD has verified that the OPUD does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this MOU, YCHHSD reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT B

GENERAL PROVISIONS

B.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this MOU, the following apply:

B.1.1 All acts of OPUD shall be performed as an independent contractor and not as an agent, officer or employee of YCHHSD. It is understood by both OPUD and YCHHSD that this MOU is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B.1.2 OPUD shall have no claim against YCHHSD for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

B.1.3 OPUD is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.

B.1.4 As an independent contractor, OPUD is not subject to the direction and control of YCHHSD except as to the final result contracted for under this MOU. YCHHSD may not require OPUD to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

B.1.5 OPUD may provide services to others during the same period service is provided to YCHHSD under this MOU.

B.1.6 If in the performance of this MOU any third persons are employed by OPUD, such persons shall be entirely and exclusively under the direction, supervision and control of OPUD. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the OPUD.

B.1.7 As an independent contractor, OPUD hereby indemnifies and holds YCHHSD harmless from any and all claims that may be made against YCHHSD based on any contention by any third party that an employer-employee relationship exists by reason of this MOU.

B.2 LICENSES, PERMITS, ETC. OPUD represents and warrants to YCHHSD that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for OPUD to practice its profession. OPUD represents and warrants to YCHHSD that OPUD shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this MOU, any licenses, permits, and approvals which are legally required for OPUD to practice its profession at the time the services are performed. Failure of the OPUD to comply with this provision shall authorize the YCHHSD to immediately terminate this MOU notwithstanding any other provision in this MOU to the contrary.

B.3 TIME. OPUD shall devote such time to the performance of services pursuant to this MOU as may be reasonably necessary for the satisfactory performance of OPUD's obligations pursuant to this MOU. Neither party shall be considered in default of this MOU to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

B.4 INDEMNITY. OPUD shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of OPUD in the performance of services rendered under this MOU by OPUD, or any of OPUD's officers, agents, employees, contractors, or sub-contractors.

B.5 CONTRACTOR NOT AGENT. Except as YCHHSD may specify in writing, OPUD shall have no authority, express or implied, to act on behalf of YCHHSD in any capacity whatsoever as an agent. OPUD shall have no authority, express or implied, pursuant to this MOU to bind YCHHSD to any obligation whatsoever.

B.6 ASSIGNMENT PROHIBITED. OPUD may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no legal effect.

B.7 PERSONNEL. OPUD shall assign only competent personnel to perform services pursuant to this MOU. In the event that YCHHSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any person or persons assigned by OPUD to perform services pursuant to this MOU, OPUD shall remove any such person immediately upon receiving written notice from YCHHSD of its desire for removal of such person or persons.

B.8 STANDARD OF PERFORMANCE. OPUD shall perform all services required pursuant to this MOU in the manner and according to the standards observed by a competent practitioner of the profession in which OPUD is engaged. All products of whatsoever nature which OPUD delivers to YCHHSD pursuant to this MOU shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in OPUD's

profession.

B.9 POSSESSORY INTEREST. The parties to this MOU recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by YCHHSD with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the YCHHSD. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

B.10 TAXES. OPUD hereby grants to the YCHHSD the authority to deduct from any payments to OPUD any YCHHSD imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this MOU are due to OPUD.

B.11 TERMINATION. Upon termination of this MOU as otherwise provided herein, OPUD shall immediately cease rendering service upon the termination date and the following shall apply:

B.11.1 OPUD shall deliver copies of all writings prepared by it pursuant to this MOU. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

B.11.2 YCHHSD shall have full ownership and control of all such writings or other communications delivered by OPUD pursuant to this MOU.

B.11.3 YCHHSD shall pay OPUD the reasonable value of services rendered by OPUD to the date of termination pursuant to this MOU not to exceed the amount documented by OPUD and approved by YCHHSD as work accomplished to date; provided, however, YCHHSD shall not in any manner be liable for lost profits which might have been made by OPUD had OPUD completed the services required by this MOU. In this regard, OPUD shall furnish to YCHHSD such financial information as in the judgment of the YCHHSD is necessary to determine the reasonable value of the services rendered by OPUD. In the event of a dispute as to the reasonable value of the services rendered by OPUD, the decision of the YCHHSD shall be final. The foregoing is cumulative and does not affect any right or remedy which YCHHSD may have in law or equity.

OPUD may terminate its services under this MOU upon thirty (30) days

written notice to the YCHHSD, without liability for damages, if OPUD is not compensated according to the provisions of the MOU or upon any other material breach of the MOU by YCHHSD.

B.12 NON-DISCRIMINATION. Throughout the duration of this MOU, OPUD shall not unlawfully discriminate against any employee of the OPUD or of the YCHHSD or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. OPUD shall ensure that in the provision of services under this MOU, its employees and applicants for employment and any member of the public are free from such discrimination. OPUD shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full. OPUD shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. OPUD shall give written notice of its obligations under this clause to any labor agreement. OPUD shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this MOU.

B.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this MOU, above, OPUD agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

B.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this MOU and all work sheets, reports, and related data shall become the property of YCHHSD, and OPUD agrees to deliver reproducible copies of such documents to YCHHSD on completion of the services hereunder. The YCHHSD agrees to indemnify and hold OPUD harmless from any claim arising out of reuse of the information for other than this MOU.

B.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

B.16 COMPLETENESS OF INSTRUMENT. This MOU, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

B.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this MOU shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

B.18 CAPTIONS. The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

B.19 DEFINITIONS. Unless otherwise provided in this MOU, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

B.19.1 NUMBER AND GENDER. In this MOU, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

B.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

B.20 TERM INCLUDES EXTENSIONS. All references to the term of this MOU or the MOU Term shall include any extensions of such term.

B.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

B.22 MODIFICATION. No modification or waiver of any provision of this MOU or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

B.23 COUNTERPARTS. This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

B.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and to that end, agree to execute and deliver

such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

B.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this MOU is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

B.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

B.27 CONTROLLING LAW. The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

B.28 TIME IS OF THE ESSENCE. Time is of the essence of this MOU and each covenant and term a condition herein.

B.29 AUTHORITY. All parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with. Further, by entering into this MOU, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

B.30 CONFLICT OF INTEREST. Neither a YCHHSD employee whose position in YCHHSD enables such employee to influence the award of this MOU or any competing MOU, nor a spouse or economic dependent of such employee, shall be employed in any capacity by OPUD herein, or have any other direct or indirect financial interest in this MOU.

OPUD may be subject to the disclosure requirements of the YCHHSD conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the OPUD's financial interest. The County Administrator shall determine in writing if OPUD has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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ATTACHMENT C

INSURANCE PROVISIONS

C.1 INSURANCE. OPUD shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the OPUD, its agents, representatives, or employees.

C.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

C.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

C.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if OPUD has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

C.2.3 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.

C.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to OPUD's profession, with limits no less than $2,000,000 per occurrence or claim.

C.2.5 Sexual Abuse or Molestation (SAM) Liability If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, OPUD shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $5,000,000 per occurrence or claim.

If the OPUD maintains higher and/or broader limits than the minimums shown above, YCHHSD requires and shall be entitled to coverage for the higher and/or broader limits maintained by OPUD.

C.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

C.4 **Additional Insured Status. YCHHSD, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of OPUD; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of OPUD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the OPUD's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

C.5 **Primary Coverage.** For any claims related to this contract, **OPUD's insurance coverage shall be primary** insurance as respects YCHHSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YCHHSD, its officers, officials, employees, or volunteers shall be excess of OPUD's insurance and shall not contribute with it.

C.6 **Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the YCHHSD**.

C.7 **Waiver of Subrogation.** OPUD hereby grants to YCHHSD a waiver of any right to subrogation which any insurer of said OPUD may acquire against YCHHSD by virtue of the payment of any loss under such insurance. OPUD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not YCHHSD has received a waiver of subrogation endorsement from the insurer.

C.8 **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by YCHHSD. YCHHSD may require OPUD to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

C.9 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the YCHHSD.

C.10 **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

C.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

C.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract

effective date, OPUD must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

C.11 Verification of Coverage. OPUD shall furnish YCHHSD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by YCHHSD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive OPUD's obligation to provide them. YCHHSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

C.12 Subcontractors. OPUD shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

C.13 Special Risks or Circumstances. YCHHSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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