

**AGREEMENT
BETWEEN THE ORANGE COUNTY SCHOOL OF THE ARTS CHARTER SCHOOL
AND THE CITY OF SANTA ANA FOR A SCHOOL RESOURCE SERVICES OFFICER**

THIS AGREEMENT is made and entered into this 20th day of February, 2024 by and between the Orange County School of the Arts Charter School (hereinafter "OCSA"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

THIS AGREEMENT shall govern all provisions for services which are to be delivered by the City to OCSA and OCSA's obligations for the services provided. This Agreement is based on the following recitals and subject to the Terms and Conditions mutually agreed upon by the Parties, and each of them.

RECITALS:

The following recitals are a substantive portion of this Agreement.

WHEREAS, OCSA desires to contract with the City to assign a Santa Ana Police officer to act in the role of a School Resource Officer to provide safety for students and staff on OCSA campus.

WHEREAS, the City agrees to provide one full-time ("FTE") School Resource Officer (SRO) to OCSA.

WHEREAS, City and the Santa Ana Police Department ("SAPD") represent that the assigned SRO has the necessary professional, expertise, qualifications, and capability to perform all of the duties and responsibilities assigned to an SRO.

OCSA, in reliance on this representation desires to engage City to provide the Services as more fully described in **Exhibit "A"**, attached hereto and incorporated into this Agreement.

NOW THEREFORE, in consideration of the recitals, covenants, terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES AND DUTIES

City and OCSA shall perform the Duties and Services described in **Exhibit "A"** in accordance with the terms and conditions contained in this Agreement. The performance of all Duties and Services shall be to the reasonable satisfaction of both parties. Work authorized by the City is limited to those specific duties and services set forth in **Exhibit "A"**, and the City agrees to undertake no other duties and/or services for OCSA, under the auspices of this Agreement, whether directly, or indirectly, without prior written consent of City. OCSA agrees that it shall not have the authority to direct the officer's law enforcement activity and by way of this Agreement, the SRO is not relieved of his/her official duties as a police officer.

2. COMPENSATION

- 2.1 This agreement is intended for OCSA to reimburse the City for the cost of providing a School Resource Officer to OCSA. The Personnel costs provided in the **Table** below are the maximum Personnel costs that will be invoiced for Year 1. The compensation to be paid to City for performance of Services described in **Exhibit "A"**, including both payment for professional services and reimbursable expenses shall not exceed the cost of one (1) FTE officer, (not including all associated vehicle, uniform, supply, and equipment expenses). Such amount shall not exceed \$268,709 per year, or \$806,127 over the three-year term, which includes an annual \$25,000 contingency and is included in the annual compensation for overtime and other expenses approved by the City and OCSA. The City and OCSA will meet to develop an overtime strategy so both the City and OCSA are in prior agreement regarding the circumstances under which the SRO will be scheduled to work overtime. City agrees to limit charges for service to amounts not to exceed the quotes provided by City to OCSA as set forth in this paragraph. All arrangements for specific work to be performed pursuant to this Agreement and arrangements for payment for such services shall be made solely between City and OCSA. Should City incur additional or unanticipated expenses, City shall provide reasonable notice to OCSA of such expenses and OCSA shall be obligated to pay for, or reimburse, said expenses.
- 2.2 Personnel costs may be lower and will be based on actual Personnel expenses for the officer assigned. Personnel costs include all salary, premiums, and cashouts provided to the employee through the POA MOU. In addition, Personnel costs include Medicare, Retirement, Health, and Retiree Health benefits. Overtime will be invoiced at the actual overtime rate of the officer. The City and OCSA agree the maximum Personnel costs can increase up to 5% for Year 2, and up to 5% for Year 3, only if the Personnel costs of the selected SRO exceed Year 1 Personnel costs as a result of salary and benefit increases. OCSA will not pay for Fleet expenses, Uniform and Equipment, or Vehicle MDT Data.
- 2.3 Should City and OCSA agree to enter into a contract exceeding the scope of or differing from the services listed in **Exhibit "A"** attached, that contract, and any compensation due, shall be the subject of a further and separate writing executed between OCSA and City. OCSA agrees and understands the rate schedule as set in the **Table** below, is subject to change on an annual basis to reflect actual costs and may only be changed subject to the written approval of the Santa Ana City Manager and OCSA's Board of Directors or their designee(s).

TABLE

	Annual	100%	OCSA Cost
Personnel	\$ 243,709	\$ 243,709	\$ 243,709
Fleet	15,624	15,624	-
Uniforms & Equipment	1,500	1,500	-
Vehicle MDT Data	725	725	-
Contingency	25,000	25,000	25,000
	\$ 286,558	\$ 286,558	\$ 268,709

3 Years Total

\$ 806,127

3. INVOICES

In order to request payment, City shall submit quarterly invoices to OCSA describing the services performed and the applicable charges, (including the identification of personnel who performed the services, the rates and reimbursable expenses). The information on the City's payment requests shall be subject to verification by OCSA. City shall send all invoices to the OCSA address specified in Section 15 below. OCSA shall process and pay all invoices submitted within thirty (30) days of receipt.

4. TERM

This Agreement shall commence on April 1, 2024 and terminate on March 31, 2027, unless terminated earlier in accordance with Section 14, below.

5. SUBSTITUTE OFFICER

In the event the assigned SRO is absent for any reason, the City shall provide a substitute SRO for the period of the absence and OCSA will not be responsible for any additional expenses associated with such substitution excluding overtime pay for coverage. The City and OCSA shall meet to develop guidelines for what hours OCSA wants covered in the event the assigned SRO is on a short-term absence (e.g. sick, vacation, holiday, etc.) in order to minimize overtime expenses.

6. QUALIFICATIONS/STANDARD OF CARE AND CONTROL

- 6.1 All of the Services shall be performed by City or under the City's supervision. City represents it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel assigned has the sufficient skill and experience to perform the Services assigned to him/her.

- 6.2 SAPD will have authority for assignment, hours worked, supervision, wages and other terms and conditions of employment for the SRO assigned to OCSA. No part of this Agreement shall be deemed a restriction on the power of SAPD to keep the peace and utilize police officers, or any other designated employees, or equipment at such times and places and in such manner as SAPD, in the exercise of its judgment and discretion, may deem necessary for the carrying out of the duties of its office. While the SRO is working on OCSA property, he/she must report to and collaborate with the principal or their designee. SRO's are employees of the City and are not employees of OCSA.

7. CONFIDENTIALITY

- 7.1 Neither party, shall, without written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
- 7.2 If pursuant to this Agreement with OCSA, City shares with OCSA personal information as defined in California Civil Code section 1798.81.5(d)(1) about a California resident ("Personal Information"), OCSA shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. OCSA shall not use Personal Information for direct marketing purposes without CITY's express consent. Similarly, City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to OCSA students, including but not limited to compliance with the Family Education Rights and Privacy Act (FERPA).

8. PERSONNEL AND OTHER CONFIDENTIAL RECORDS

OCSA acknowledges police officers are subject to the California Public Safety Officers' Bill of Rights, (Government Code sections 3300, et seq., "POBR"). OCSA shall not take any personnel/disciplinary action that may lead to punitive action against the SRO, but shall address any concerns to the City for handling consistent with POBR.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that in performing the Services under this Agreement, City, and any person employed by or contracted with City to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of OCSA.

10. SUBCONTRACTING

CITY shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization of the Santa Ana City Manager or designee and OCSA.

11. ASSIGNMENT

The parties agree the expertise and experience of City are material considerations for this Agreement, as such, City shall not assign or transfer any interest in this Agreement nor the performance of any of City's obligations hereunder without the prior written consent of the City Manager and OCSA. Consent to one assignment will not be deemed consent to any subsequent assignment. Any assignment made without the approval of the City Manager and OCSA will be void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel.

12. INSURANCE

- 12.1 OCSA, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". OCSA, and its contractors, if any, shall obtain a policy endorsement naming City as an additional insured under any general liability policy or policies.
- 12.2 All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact business in the State of California. Any and all contractors of CITY retained to perform services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.
- 12.3 Certificates evidencing such insurance shall be filed with City concurrently with the execution of this Agreement. The certificates will be subject to the approval of the City Attorney and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Contract Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to OCSA, OCSA shall provide the Contract Manager written notice of the cancellation or modification within two (2) business days of the OCSA's receipt of such notice. OCSA shall be responsible for ensuring that current certificates evidencing the insurance are provided to City's Contract Manager during the entire term of this Agreement.
- 12.4 The procuring of such required policy or policies of insurance will not be construed to limit OCSA's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

- 12.5 The City, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". The City and its contractors, if any, shall obtain a policy endorsement naming OCSA as an additional insured under any general liability policy or policies. The City may self-insure to meet the requirement specified in Section 13.
- 12.6 Certificates evidencing such insurance shall be filed with OCSA concurrently with the execution of this Agreement. The certificates will be subject to the approval of OCSA's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to City, City shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the City's receipt of such notice. City shall be responsible for ensuring that current certificates evidencing the insurance are provided to OCSA's Purchasing Manager during the entire term of this Agreement.

13. MUTUAL INDEMNITY

City shall defend, indemnify and hold harmless OCSA, its agents, officers and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by City, its SRO, officers, agents or employees, and OCSA shall defend, indemnify and hold harmless City, its agents, officers and employees for any liability for injury or death of any person or damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by OCSA, its officers, agents, or employees.

14. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES

- 14.1 Either party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. Upon receipt of such notice, CITY will immediately discontinue its performance of the Services.
- 14.2 Upon such suspension or termination by either party, City will be paid for the services rendered to OCSA in accordance with the scope of services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination. The following Sections will survive any expiration or termination of this Agreement: 13, 14, 15, 16, and 17.
- 14.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.
- 14.4 In the event of a Termination or Suspension of the Agreement or Services, the City shall be entitled to receive and OCSA shall pay the City compensation for all services performed by City prior to receipt of such notice of termination.

15. NOTICES

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other mutually approved electronic mail/communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza, M-30
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

With courtesy copies to:

City of Santa Ana Police Department
Attention: Chief of Police
City of Santa Ana
60 Civic Center Plaza, M-96
P.O. Box 1981
Santa Ana, CA 92702
Fax: (714) 647-6591

To OCSA:

Steven Wagner
Chief Operations Officer
Orange County School of the Arts Board of Trustees
1010 North Main Street
Santa Ana, CA 92701
steven.wagner@ocarts.net

A party may change its address by giving notice in writing to the other party. Thereafter, communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax or e-mail, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

16. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and OCSA, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of OCSA. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- c. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement the date and year first above written.


ATTEST:

JENNIFER L. HALL
City Clerk

CITY OF SANTA ANA

**ORANGE COUNTY SCHOOL
OF THE ARTS CHARTER SCHOOL**

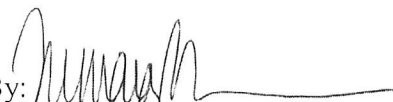
THOMAS R. HATCH
Interim City Manager



Steven Wagner
Chief Operations Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

Tamara Bogosian
Senior Assistant City Attorney

RECOMMENDED FOR APPROVAL:

ROBERT RODRIGUEZ
Acting Chief of Police

Attachments:

EXHIBIT "A": SCOPE OF WORK
EXHIBIT "B": INSURANCE REQUIREMENTS

EXHIBIT A

DUTIES AND RESPONSIBILITIES

Goal. To assign a sworn Santa Ana Police Department (“SAPD”) officer to OCSA as a School Resource Officer (“SRO”) who will act as a visible and active resource on campus for the safety and security of all students and staff.

A. SRO. The responsibilities of the SRO will include but are not limited to the following:

1. General Duties.

a. **Schedule.** The SRO’s duty hours shall conform to the school day but shall not exceed forty (40) hours per week. The SRO shall be present on campus an average of forty (40) hours per week. The SRO may work a five (5) day work week, eight (8) hours a day or four (4) day work week, ten (10) hours a day as determined by the parties, while school is in session and other times as maybe required by prior arrangement between OCSA and the City. It is the responsibility of the SRO to report schedule conflicts to OCSA.

It is understood and agreed that time spent by the SRO attending court or official police training arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. In the event of an emergency, if the SRO is ordered by SAPD to leave school during normal duty hours as described above and perform other services for SAPD, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by OCSA to the City shall be reduced by the number of hours of SRO service not provided to OCSA or the hours shall be made up in a manner determined by mutual agreement of the parties.. SAPD reserves the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

b. **Attire.** The SRO will wear the official SAPD uniform with all regular equipment, including a Taser, OC and firearm and any other equipment issued by SAPD. The SRO’s Commander may allow an exception to this rule at his/her discretion based on investigatory or policing needs.

c. **Vehicles and Equipment.** Except as otherwise provided for in this Agreement, the City shall furnish all equipment which may be required to support the SRO. The City shall furnish the SRO with a vehicle which is equipped and maintained pursuant to City standards and policies, equipment for vehicles, and maintenance for the vehicles. OCSA shall not acquire any legal interest in the vehicle or equipment for the vehicle furnished by the City by virtue of this Agreement.

Chain of Command. As an employee of the City, the SRO will be subject to the chain of command at SAPD.

d. **Workspace.** The SRO will have a dedicated workspace on campus where he/she will maintain all required records in a locked filing cabinet. The workspace provided shall be private to allow the SRO the ability to meet with persons in a private setting. The SRO will use a

computer and printer owned by the City that will remain on campus so long as the Agreement is in full force and effect.

e. **Radio Communication.** The SRO shall be provided school-based radio Communication equipment used by school administrators and staff.

f. **Miscellaneous.** Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.

2. **Investigation and Enforcement of Crimes Committed on Campus.** The SRO will engage in proactive policing on the school campus and will take appropriate enforcement action at any authorized co-curricular, extracurricular and non-academic events held on campus. The SRO shall intervene when it is necessary to prevent any criminal act and/or maintain a safe school environment. The SRO will assume primary responsibility for handling all calls for service at OCSA and will enforce state and local laws and ordinances. When necessary, the SRO will make arrests and/or issue citations in accordance with California state law and SAPD policy. The SRO may make appropriate referrals to juvenile authorities or other governmental agencies. The SRO and SAPD will have the final decision on whether criminal charges shall be submitted to the District Attorney's Office for filing. The SRO shall, whenever practical, advise the assigned school principal before requesting additional enforcement assistance on campus and inform the principal of additional law enforcement responsibilities that may need to be undertaken. School authorities and the parents of any minor involved shall be notified as soon as possible when the SRO takes any direct law enforcement action involving a student, on-campus during school hours. In the event of a School District code violation, the SRO will take the student to the principal's office for discipline to be meted out by school officials. Disciplining students for violations of District and/or School policies is OCSA's responsibility.

3. **Transporting Students.** SRO's shall not transport students in an SAPD patrol vehicle except when a student is a victim of a crime, under arrest, or some other emergency circumstances exist. Students shall not be transported to any location unless it is determined the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicle. The SRO shall notify school personnel upon removing a student from campus.

4. **Campus Safety.** The SRO will work together with OCSA staff to improve student safety on campus and be highly visible throughout the campus assigned, yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations. The SRO will share information with OCSA's administration about persons and conditions that pertain to campus safety concerns.

5. **Coordination With Staff.** The SRO will establish and maintain a partnership with school administrators, faculty and staff to provide for a safe school environment and will confer with the assigned principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus involving students at school-related activities. When requested, the SRO will be a resource for teachers, parents and students for conferences dealing with individual

problems or questions. OCSA shall provide a contact person/project manager to assist the SRO within thirty (30) days of the effective date of this agreement.

6. **Compliance With Policies and Laws.** The SRO will comply with OCSA's rules and regulations pertaining to the operation of the school unless such compliance is not practicable due to exigent circumstances. The SRO shall comply with all laws, regulations and policies regarding access to confidential student records and detaining, investigating, and searching students on school premises, provided the SRO shall under no circumstances be required or expected to act in a manner inconsistent with the duties of a law enforcement officer. The use of confidential school records by the SRO shall be done with the principal's approval in a manner consistent with school policy. The SRO will abide by all applicable legal requirements concerning interviews or searches should it be necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of OCSA. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements. At all times during the performance of this Agreement, the SRO shall adhere to and obey all of OCSA's rules and regulations pertaining to the operation of the school, unless otherwise authorized by school administration or unless such compliance is not practicable due to exigent circumstances.

7. **Student and Staff Interaction.** The SRO will be personable, approachable and available in order to mentor and build positive relationships with students and families. mentor students, act as a role model for students, and assist them in resolving conflicts. The SRO will make all efforts to provide information on questions about law enforcement related topics to students and staff.

8. **Access to Education Records.** OCSA shall allow the SRO to inspect and if necessary, copy any public records maintained by OCSA to the extent allowed by law. If some information in a student's record is needed in an emergency to protect the health or safety of the student or others, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the necessity of the information to meet the emergency situation and the extent to which time is of the essence. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

B. OCSA. OCSA's responsibilities include but are not limited to:

1. **Office.** OCSA shall provide, as practicable, the SRO with a private, appropriately furnished and climate controlled office space on campus that can be secured and is reasonably acceptable to SAPD. This shall include but is not limited to: a desk with drawers, chair, locked filing cabinet for files and records which can be properly locked and secured, and a telephone.

2. **Parking Space.** OCSA shall provide the SRO a dedicated parking space in campus parking lots for the SRO's patrol vehicle.

3. **School Email Address.** OCSA shall provide the SRO their own school e-mail address such that when a global email is sent to all school administrators and staff, the SRO will be in receipt of same.
4. **Internet Access.** OCSA shall provide internet access to the assigned SRO.
5. **Notifications.** When school personnel discover weapons, drugs, alcohol, or illegal contraband on school properties, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are contemplated, and no administrative action is to be taken by OCSA, the contraband shall be confiscated by the SRO according to SAPD's policies and procedures and properly disposed of. School personnel shall notify the SRO with the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student. OCSA will provide SAPD with updated copies of all laws, rules, regulations and school board policies applicable to employees of OCSA, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation and searching of students on school premises. OCSA will provide the same training and materials to the SRO as those provided to OCSA employees.
6. **Cooperation.** OCSA will work cooperatively with SAPD to make any needed adjustments to the SRO program throughout the school year. OCSA shall assist City with the evaluation of the SRO, however, the City shall have the responsibility to evaluate, manage, and supervise the assigned officer. OCSA will immediately notify City of any concerns regarding the SRO's level of service.

EXHIBIT “B” INSURANCE REQUIREMENTS

OCSA, AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW,

AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AGREEMENT IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF SANTA ANA IS TO BE NAMED AS AN ADDITIONAL INSURED: OCSA, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.
- II. OCSA MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, OCSA SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NONPAYMENT OF PREMIUM, OCSA SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

CITY OF SANTA ANA
20 Civic Center Plaza, M29
P.O.Box 1988
Santa Ana, California 92702