ATTACHMENT A

IDEXX 360 Agreement

Practice Name: CITY OF STOCKTON ANIMAL SERVICES	Affiliated Practices (if any):
Address: 1575 S Lincoln St, Stockton, CA 95206	Phone: 1-209-937-5001
SAP#: 171321	Affiliated SAP #s:

Note: This offer, as generated on July 29, 2025 is valid for 60 days. Please sign below and return a copy to IDEXX within these 60 days.

IDEXX is pleased to enter into this IDEXX 360 Agreement (this "*Agreement*") with you. It describes our promises to each other related to your purchase of IDEXX products and services. We use the term "you" to refer to the practice and any affiliated practices named in the table above. We use the term "IDEXX" or "we" to refer to the IDEXX Laboratories, Inc. affiliate noted below. Please read this Agreement carefully and ask us any questions you may have about it.

What IDEXX diagnostic equipment is included as part of this Agreement and how much do you need to purchase from IDEXX?

We agree to provide you with the items, instruments and/or practice information management system implementation packages as indicated below in Column B (the "*Equipment or Service*") as set forth on your associated IDEXX Sales Order Form(s) in exchange for your agreement to spend the aggregate annual minimum amount indicated below in Column D (the *"Annual Minimum Purchase Amount"*) each 12-month period beginning on the Start Date defined below and each annual anniversary of the Start Date during the term of this Agreement (each, a "*contract year*") on purchases of the IDEXX products and services listed below ("*Qualifying Products*"). If in any contract year you reasonably determine that due to budget reductions imposed by your funding authority you will be prevented from spending the Annual Minimum Purchase Amount in such contract year, you will provide IDEXX with notice of such determination (including evidence of such budget reductions) within sixty (60) days of such reduction. Upon receipt of such notice, IDEXX shall at its option either (a) lower the Annual Minimum Purchase Amount to match your revised funding level or (b) terminate this Agreement without any further liability to you (other than obligations to pay for the Qualifying Diagnostic Products already purchased) provided that you return the Equipment undamaged (other than normal wear and tear) and in good operating condition.

A	B	C	D
Current "Baseline" Annual IDEXX Spend	Equipment or Service	Additional "Incremental" Annual IDEXX Spend	**Annual Minimum Purchase Amount**
Reference Lab: $14,907 SNAP: $29,029 VetLab: $0 Software Services: $0 Livestock, Poultry, Dairy: $0 Telemedicine Services: $ 0 Total Baseline: $43,936	Catalyst One® Analyzer (1) ProCyte One® Hematology Analyzer (1) IDEXX VetLab® Station (1) SediVue Dx® Urine Sediment Analyzer (1) IDEXX VetLab® UA™ Analyzer (1) SNAP Pro® Mobile Device (2)	$16,347	**$60,283**

List of Qualifying Products

- All Catalyst® chemistry and electrolyte slides
- All LaserCyte® reagent kits
- All ProCyte® reagent kits and stain packs
- All ProCyte One® Pay Per Run charges

- All IDEXX Reference Laboratories services for Companion Animals and Livestock, Poultry and Dairy ("LPD")
- All SediVue Dx® Pay Per Run charges
- All inVue Dx™ Pay Per Run charges
- All VetLab® UA™ consumables
- All Coag Dx™ consumables
- SNAP® tests for Companion Animals
- All VetStat® consumables
- IDEXX Petly® Plans
- rVetLink®
- IDEXX Pet Health Network® Pro monthly subscription and postcards
- Vello™ subscriptions and postcards
- Data Backup and Recovery
- WebPACS
- All Telemedicine Services
- IDEXXCare Plus for Digital Imaging
- Neo® Software Subscription
- Cornerstone® Subscription
- SmartFlow Subscription
- ezyVet Subscription
- Vet Radar Subscription
- All LPD diagnostic consumables and test kits

You shall use Qualifying Products counting toward your Annual Minimum Purchase Amount only in the practice location(s) listed above, and not sell or transfer them to any other clinic or location.

All purchases of Qualifying Products are subject to our One-IDEXX Master Terms, available at www.idexx.com/naterms and incorporated herein (the "Master Terms"). The Annual Minimum Purchase Amount is calculated net of taxes, shipping, allowances, credits and discounts. Only purchases of Qualifying Products directly from IDEXX or our authorized distributors count towards your Annual Minimum Purchase Amount (except for LPD diagnostic consumables and test kits, which must be purchased directly from IDEXX to count towards yours Annual Minimum Purchase Amount).

You have been enrolled in our SDMA 360 Accelerator program, the value of each purchase of our Catalyst SDMA®Test will be doubled and applied to your Annual Minimum Purchase Amount. Purchases of our Catalyst SDMA® and Total T4 Kit are not doubled under this program since SDMA is provided at no charge in that kit.

When will you own the Equipment?

IDEXX is the owner of the Equipment and shall retain title to the Equipment unless and until you fulfill the Annual Minimum Purchase Amount for each contract year during the term of this Agreement. You will be responsible for any sales tax due at the time of transfer of ownership of the Equipment.

What are your obligations with respect to the Equipment until you own it?

Except in cases of repair at IDEXX's facilities or exchange of equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or alter it in any way. You will be responsible for any sales tax due upon transfer of ownership of the Equipment from IDEXX to you.

You agree not to damage or misuse any of the Equipment, and to protect all of the Equipment from any kind of damage or loss during the term. If any Equipment is damaged or lost for any reason, you agree at IDEXX's option either: (i) to pay to IDEXX the suggested retail list price of the Equipment as of the time of damage or loss (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which case you will own such Equipment "as is" and with all faults and defects or (ii) to pay to IDEXX the reasonable cost of repairing the Equipment. You shall promptly notify IDEXX of any loss or damage to the Equipment. You agree to keep the equipment fully insured against loss and to have IDEXX named as loss payee.

You shall not permit any security interest or other lien or encumbrance to attach to the Equipment, and shall notify us immediately if one does. You shall indemnify us against any costs, including reasonable attorneys' fees, if any security interest or other lien or encumbrance attaches to any Equipment. You authorize us to make a filing under the Uniform Commercial Code (UCC) to permit us to perfect a security interest in and/or evidence our continued ownership of the Equipment.

What happens if you do not meet your annual minimum purchase obligations?

IDEXX will provide a monthly summary of your spending on Qualifying Products throughout the term of this Agreement either through a monthly statement or through https://my.idexx.com. If at any point you are at risk of not meeting your Annual Minimum Purchase Amount for such contract year, you will have an opportunity to purchase such Qualifying Products as are necessary to fulfill your Annual Minimum Purchase Amount.

If you fail to spend in any contract year the Annual Minimum Purchase Amount on purchases of Qualifying Products, you agree that IDEXX may retroactively invoice you the difference between the amount of your actual net spending on purchases of Qualifying Products during such contract year and the Annual Minimum Purchase Amount (the "*shortfall*"). If you fail to meet your Annual Minimum Purchase Amount in spending on purchases of Qualifying Products in multiple contract years, IDEXX reserves the right to invoice you for the shortfall monthly or quarterly, as opposed to annually. Notwithstanding anything to the contrary in this Agreement, any portion of any shortfall solely attributable to a reduction in spending on SNAP tests will not be invoiced. Also, in the first contract year, you will not be invoiced for any shortfall so long as you spend at least 70% of the Annual Minimum Purchase Amount on purchases of Qualifying Products. A failure to spend at least 70% of the Annual Minimum Purchase Amount on purchases of Qualifying Products in the first contract year will be addressed as set forth in the Worry Free First Year Commitment section below. If you fail to timely pay the shortfall as provided above: (i) IDEXX reserves the right to charge you for the then-current suggested retail list price of the Equipment as of the time of such charge (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which event you will own the Equipment upon IDEXX's receipt of all payments due, and (ii) if such non-payment of the shortfall occurs in 2 consecutive years, IDEXX reserves the right to demand, and you shall, return of the Equipment to IDEXX undamaged (other than normal wear and tear) and in good operating condition.

Worry Free First Year Commitment

IDEXX will not charge you for any shortfall amount in the first contract year. Our flexible options give you more time to meet your commitment. Instead, any such shortfall will be addressed as follows:

If you check "Yes" below under the "Autorenewal/IDEXXCare Plus Coverage option" (the "*autorenewal section*"), and you do not provide IDEXX notice of non-renewal prior to the first renewal term as provided in the autorenewal section below, the first contract year shortfall will be covered by the renewal term and you will not be required to make a payment for the shortfall.

If you check "No" under the autorenewal section, or you check "Yes" and you later provide IDEXX notice of non-renewal prior to the first renewal term, then you agree that you will compensate IDEXX for the shortfall in one of the three following options:

1. Purchase of Qualifying Products in the amount of the shortfall in the twelve-month period following the term of this Agreement.
2. One-time payment of the shortfall by the last day of the initial term of this Agreement.
3. Payment of the shortfall in twelve monthly payments (no interest) following the last day of the initial term of this Agreement.

You will be automatically enrolled in option #1, but you may elect options #2 or #3 if you notify IDEXX in writing of your election at least 45 days prior to the end of the initial term of the Agreement. If you choose options #2 or #3, you may also pay the shortfall at any time prior the end of this Agreement. If option #1 applies and you do not purchase a sufficient amount of Qualifying Products to meet the shortfall within the twelve-month period following the term of this Agreement, then IDEXX may charge you the difference to meet the shortfall.

_____ Customer's Initials

What reference laboratory services and benefits will IDEXX provide?

As an IDEXX partner, we will provide reference laboratory services to you as described in our Directory of Tests and Services (the "*Directory*"). We update the Directory from time to time. You may access the current Directory at www.vetconnectplus.com or request a copy through IDEXX Online Orders.

What additional partner benefits will IDEXX provide in connection with its reference laboratory services?

As a result of the ongoing investment we make in research and development, IDEXX Reference Laboratories offers many other partner benefits to help support the success and growth of your practice, and the engagement and development of your staff. At this time, these partner benefits include:

- IDEXX VetConnect® PLUS - Access to our cloud-based mobile application which provides real-time, integrated diagnostic results, as well as the ability to trend them for more informed clinical decision making;
- IDEXX Learning Center - Access to our robust and diversified library of educational courses and classes, which provide the opportunity to earn continuing education credits for you and your entire staff; and
- Real Time Medical Consulting – Access to our internal medicine consultants, who are a phone call away and provide real-time medical consulting on challenging cases and clinical situations.

As a leader in veterinary diagnostics, IDEXX is committed to continuing to invest in innovations that help support the growth and success of your practice and, as an IDEXX partner, you will enjoy access to these benefits as we make them available. As our partner benefits change from time to time, we will provide you with updates as changes occur.

What discounted prices will you pay for lab services?

The pricing schedule(s) attached to this Agreement shows your initial pricing for reference laboratory services, including any discounts applicable to you. Your pricing will periodically change when our list prices change. We will notify you when your prices are changing.

Do you need to buy all of your reference laboratory services from IDEXX?

During the term of this Agreement, you agree to purchase all of your reference laboratory services from IDEXX. You may, however, use a non-IDEXX reference laboratory (for items such as tests IDEXX does not offer), so long as the fees paid to the other reference laboratory service providers are less than 10% of your total reference laboratory services fees, measured on an annual basis. This is referred to as the "*Exclusivity Requirement*." IDEXX has the right, upon reasonable advance notice (not less than five business days), during normal business hours, to inspect your records to verify your compliance with the Exclusivity Requirement, such information to be used solely to verify such compliance.

What is the term of this Agreement?

This Agreement has an initial term of 6 years, beginning on the first day of the calendar month following IDEXX's processing of the delivery and acceptance of your in-house Analyzer (s) ("Start Date") (or, if you are not receiving in-house Analyzers, your Diagnostic Imaging System or, if you are not receiving a Diagnostic Imaging System, your Cornerstone Software System Package, or the first day of the month following your ezyVet Go-Live Date, as applicable) (the "initial term"). You and IDEXX are agreeing to honor this Agreement for its full term and, except as expressly set forth herein, are not agreeing to any early termination rights.

Autorenewal/IDEXXCare Plus Coverage option: By checking "yes" below, you agree that after the end of the initial term, this Agreement will automatically renew for up to 3 successive one-year periods (each, a "*renewal term*") unless either party to this Agreement gives the other party 60 days' prior written notice of non-renewal before the end of the initial term or latest renewal term, as applicable. If you select this option, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the IDEXX in-house Analyzers among the Equipment and any other in-house Analyzers in your practice) that remain connected to SmartService at no additional cost to you during each renewal term. If you do not select this option, the Agreement will end after the initial term, and you will be responsible for payment of any IDEXXCare Plus coverage thereafter.

Yes ☐ **No ☒** _____ Customer's Initials

What happens if you do not meet your obligations under this Agreement?

IDEXX is here to support your practice and our shared commitment to better veterinary care as part of providing you the services and partner benefits under this Agreement, and has entered into this Agreement in good faith, expecting you to meet your obligations for the full term, as you expect of us. If you breach this Agreement (including failure to meet your Annual Minimum Purchase Amount) and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, you agree that, in addition to all remedies available at law or equity, IDEXX may require that you immediately pay the Annual Minimum Purchase Amount(s) due for the remainder of the term of this Agreement.

_____ Customer's Initials

What other terms apply to this Agreement?

During the first year after you receive the Equipment, the Equipment is covered by IDEXX's limited warranty as set forth in the Master Terms, and for the remainder of the term of this Agreement, the Equipment is covered by our IDEXXCare Plus coverage at no additional cost to you. Following the end of the term of this Agreement, you may cancel your IDEXXCare Plus coverage by providing written notice to IDEXX. If this Agreement is renewed past the initial term, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the Equipment and any other in-house Analyzers in your practice) that remain connected to Smartservice at no additional cost to you during each renewal term.

IDEXX SmartService™ Solutions ("*SmartService*") and your IDEXX VetLab® Station must be on at all times under this Agreement for tests run in-house. You should follow the standard weekly restart recommendations. It is your sole responsibility to ensure SmartService is activated and connected. SmartService must be activated prior to or during the installation of the Equipment in order to participate in the opportunities provided under this Agreement.

California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

In addition to the pricing, terms and conditions stated in the Agreement, IDEXX shall for the full term of the Agreement or any extension thereof, obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The foregoing terms are subject to the Additional Terms and Conditions that start on the next page, which are incorporated into this Agreement.

By signing below, you agree to all the terms above, the Additional Terms and Conditions, the Master Terms with the exception of Standard Term 11 "Resolution of Disputes" as it relates to jurisdiction, venue, and governing law of potential legal disputes, and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the practice(s) named below. You also acknowledge that before execution of this Agreement IDEXX offered to sell you the Qualifying Diagnostic Products and/or to sell or lease you the Equipment and/or Service, separately, and that you declined those offers and accepted the terms of this Agreement instead.

In addition to signing on behalf of Customer, the undersigned also signs in his or her individual capacity to agree to the following personal guaranty: I, the undersigned, unconditionally guarantee timely fulfillment of all Customer's obligations under this Agreement. I agree that: IDEXX does not need to proceed against Customer or enforce other remedies before proceeding against me; this is a continuing guaranty enforceable by or for the benefit of any IDEXX assignee or successor; I waive my right to jury trial and consent to jurisdiction, venue and law as set forth in this Agreement; I will pay IDEXX's reasonable legal fees and costs incurred in enforcing this guaranty; I waive notice of acceptance and all other notices or demands; and that agreements between the Customer and IDEXX to amend this Agreement or release or compromise obligations of Customer will not release me from my guaranty obligations.

IDEXX DISTRIBUTION, INC.

By: _____

Signer's Name: _____

Signer's Title: Sales Support Manager

Date Signed: _____

CITY OF STOCKTON ACTING CITY MANAGER

By: _____
(Practice Signature)

Signer's Name: _____

Signer's Title: _____

Date Signed: _____

IDEXX 360 Point of Contact Name:

_____

IDEXX 360 Point of Contact Email:

_____

IDEXX 360 Agreement - Additional Terms and Conditions

1. Assignment. As this is a binding agreement, the sale or other transfer of your practice does not end your obligations under this Agreement unless you assign them to another party, that party agrees to assume your obligations, and IDEXX consents to the assignment and assumption. You agree to provide IDEXX at least thirty days written notice of any anticipated assignment. In turn, we will not unreasonably withhold our consent to your assignment and definitive assumption of this Agreement by another party. Any attempted assignment of this Agreement by you without IDEXX's consent is void. "Assignment" and "assign" include any sale, transfer, assignment or delegation of your rights or obligations under this Agreement or any assets required for you to fully perform under this Agreement, and any change in ownership of any of the practices listed on page 1 such that the persons or entities that control such practice(s) as of the Start Date no longer control such practice(s). "Control" means (a) the possession, directly or indirectly, of the power to direct the management of the practice(s) or (b) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the practice(s).

2. Entire Agreement. This Agreement, together with our Master Terms, the Directory (if applicable), and any separate Confidential Disclosure Agreement you have entered into with IDEXX are the entire agreement between us, and supersede all prior agreements related to the subject matter hereof. This Agreement, together with our Master Terms does not supersede or terminate any obligation you may have with any third party with respect to your reference laboratory services or in-house diagnostics, and by entering into this Agreement, you represent that you can comply with your obligations herein without violating any other agreement you have.

_____ Customer's Initials

3. Performance Excuse. Neither party to this Agreement is liable for any failure or delay to perform due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, or any other causes beyond its control, provided that the party whose performance is impacted by such an occurrence provides notification of such an occurrence to the other party as soon as reasonably practicable and tries diligently to end the failure or delay and minimize its impact.

4. Prevailing Party; Legal Fees. The prevailing party in any legal actions shall be entitled to an award of its reasonable legal fees and costs.

5. Confidentiality. You may not disclose the specific terms and conditions of this Agreement, including pricing and discount terms, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction. If you have signed a separate Confidential Disclosure Agreement with IDEXX, the terms of this Agreement are confidential information under that agreement.

6. Miscellaneous. This Agreement creates an independent contractor relationship and nothing in this Agreement shall be construed to create the relationship of employer and employee, agency, joint venture, partnership or association between you and IDEXX. This Agreement may be modified only in writing signed by the parties and not by course of performance. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Facsimile or electronic copies of this Agreement bearing authorized signatures may be treated as an original. Any delay or failure by IDEXX to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

7. Notices. Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party as follows: If to you, to the address on the first page of this Agreement; If to IDEXX, to IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, ME 04092, ATTN: CAG Sales Support Manager; or to such other address as either party may from time to time specify in writing to the other party. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier that provides a receipt, or certified or registered mail, return receipt requested. A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice as complied with the requirements of this Section.

8. English Language (Québec only). The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

Schedule 1
Initial Pricing

We will provide you with a 25% discount off list price in effect at time of order on all tests available in the then-current Directory, with the exception of non-discountable services. Non-discountable services include, without limitation, priority histology, priority cytology, services to be sent out to other providers, certain IDEXX specialty tests, and the tests listed in the table below. You may obtain a list of your current discounted prices at any time by contacting IDEXX**.**

CODE	TEST	PRICE
1	HealthChek™ Profile Select	$ 115.07
12949999	Young Adult Profile-IDEXX CBC	$ 21.32
2463	Fecal Ova and Parasites with Giardia	$ 31.00
2512	Upper Respiratory Disease (URD) RealPCR™ Panel - Feline	$ 99.72
2524	Respiratory Disease (CRD) RealPCR™ Panel (Comprehensive) - Canine	$ 110.48
2625	Diarrhea RealPCR™ Panel (Comprehensive)-Canine	$ 90.85
2627	Diarrhea RealPCR™ Panel (Comprehensive)- Feline	$ 88.86
2701	Biopsy with Microscopic Description (1 Site/Lesion)-Standard	$ 112.26
2702	Biopsy with Microscopic Description (2 Sites/Lesions)-Standard	$ 172.32
2703	Biopsy with Microscopic Description (3 Sites/Lesions)-Standard	$ 232.37
2704	Biopsy with Microscopic Description (4 Sites/Lesions)-Standard	$ 292.44
2705	Biopsy with Microscopic Description (5 Sites/Lesions)-Standard	$ 352.50
2801	Cytology with Microscopic Description (1 Site)-Standard	$ 99.35
2802	Cytology with Microscopic Description (2 Sites)-Standard	$ 159.42
2803	Cytology with Microscopic Description (3 Sites)-Standard	$ 219.48
2804	Cytology with Microscopic Description (4 Sites)-Standard	$ 279.54
2805	Cytology with Microscopic Description (5 Sites)-Standard	$ 339.61
2827	Tick/Vector RealPCR™ Panel—Feline	$ 85.74
28389999	Senior Screen with Fecal O&P and Giardia-IDEXX CBC	$ 117.07
2902	Tick/Vector Comprehensive RealPCR™ Panel with 4Dx® and Reflex Lyme Quant C6® If Indicated-Canine	$ 132.79
2906	Anemia RealPCR™ Panel with FeLV/FIV by ELISA-Feline	$ 120.70
2907	Anemia RealPCR™ Panel with Lab 4Dx® Plus Test-Canine	$ 114.43
3565	Ringworm (Dermatophyte) RealPCR™ Panel	$ 43.84
606	Lymph Node Cytology with Microscopic Description - Standard	$ 99.35
6061	Lymph Node Cytology with 1 Mass/Lesion - Standard	$ 159.42
6062	Lymph Node Cytology with 2 Masses/Lesions - Standard	$ 219.48
6063	Lymph Node Cytology with 3 Masses/Lesions - Standard	$ 279.54
713	Parvovirus, Fecal Antigen by ELISA-Canine	$ 21.58
7217	Large Complex/Whole Organ Biopsy	$ 218.15
7244	Lab 4Dx® Plus Test—Canine (Non-export)	$ 19.32
7809999	Senior Profile-IDEXX CBC	$ 81.90
3565	Ringworm (Dermatophyte) RealPCR™ Panel	$ 43.04

Exhibit A:
Insurance Requirements for Services
(Equipment – Setup of Equipment, Training of New Equipment, Removal of Equipment, Maintenance & Repair of Equipment, Transport/Drop Off/Pick Up of Equipment)

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. 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. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation**: 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.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and

volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of 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 City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

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

2. Insurance must be maintained, and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.

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, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with certificates of insurance evidencing coverage. All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Special Risks or Circumstances
Contractor and the City of Stockton negotiate modifications these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
425 N El Dorado Street
Stockton, CA 95202