

JOINT EXERCISE OF POWER AGREEMENT
BETWEEN THE CITY OF STOCKTON, THE CITY OF LODI, THE SOUTH SAN
JOAQUIN COUNTY FIRE AUTHORITY
CREATING THE CENCAL FIRE EMS AUTHORITY

JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”) dated _____, 2025, is made and entered into by and among the City of Stockton, a Charter City and municipal corporation in the State of California (“Stockton”), the City of Lodi, a general law city and municipal corporation in the State of California (“Lodi”), and the South Stockton San Joaquin County Fire Authority, a duly organized joint powers agency under the Joint Exercise of Powers Act (“SSJCFA”), each of which may be hereinafter referred to individually as “Party” and collectively as the “Parties” or “Members.”

RECITALS

1. Government Code sections 6500-6515 permit two or more local public entities to jointly exercise any power common to them by agreement, and authorizes the Parties to enter into this Agreement.
2. The Parties desire to establish a holistic approach to emergency medical services, including but not limited to emergency ground ambulance transportation, 9-1-1, interfacility, and critical care transportation, which they each are authorized to provide.
3. To accomplish this goal, the Parties agree that a public-private alliance model for the provision of emergency ground ambulance transportation may be appropriate.
4. The Parties agree that having access to service determined by a single command center operating through the City of Stockton Fire Department’s Emergency Communication Division (“Stockton Fire ECD”) will ensure the right medical resources are dispatched to the most appropriate call for service.
5. The Parties believe that the joint retention of a private ambulance service provider will:
 - a. deliver a higher level of service and faster emergency response times for our communities with the planned addition of ambulances, paramedics, and Emergency Medical Technicians (EMTs), to better meet the needs of each Parties’ communities, and the increased demand to provide services to the expanded geographic area and locations. This joint retention will also allow greater transparency and accountability to the Parties and individuals served, because both first responders and the public will know precisely where and how ambulances are deployed to serve our community needs.
6. The Parties further believe that utilizing a platform that tracks all active incidents, responses, and real-time operations will allow the mobilization of resources to occur quickly to different county regions, which will in turn ensure that emergency resources are available to each community member when they need it most.
7. To those ends, the Parties desire to enter into a Joint Powers Agreement (“JPA”) to jointly consider the provision of emergency and non-emergency ambulance services and contract with a private ambulance service provider for such service delivery.

AGREEMENT

1. Agency Established.

- a. Formation. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500, as amended from time to time, the “JPA Law”), the Parties hereby create a separate joint powers agency which is named CENCAL Fire EMS Authority (the “Authority”).
- b. Authorization. Each Party also certifies that the legislative body of each Party hereby authorizes, by entry into this Agreement, the joint exercise of powers common to the Parties to further the Purpose, as defined in Subsection (c) below.
- c. Purpose. The purpose of the Authority is to benefit those persons served by the Parties and, if approved by the County, those persons currently in the X Zone, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, that are currently served by other agencies, by operating an emergency medical transportation services system, including, but not limited to, emergency ground ambulance transportation, 9-1-1 emergency dispatch assistance, interfacility transportation, and critical care transportation (collectively the “Services”).
- d. Limitation. Except as otherwise authorized or permitted by the JPA Law and for purposes of, and to the extent required by Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the powers of SSJCFA.
- e. Powers. The Authority is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in Subsection (c) above, including but not limited to, each of the following:
 - (1) Make and enter contracts, including, but not limited to, contracting with San Joaquin County EMS Agency (the “EMS Agency”) to serve as the EMS provider under the EMS Agency’s plan and contracting with ambulance service providers to assist with delivering such services.
 - (2) Incur debts, liabilities, and obligations; provided that no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Party except as separately agreed to by a Party in writing, agreeing to be so obligated.
 - (3) Acquire, hold, construct, manage, sell, or otherwise dispose of real and personal property by appropriate means, excepting only eminent domain.
 - (4) Receive contributions and donations of property, funds, services, and other forms of assistance from any source.

- (5) Sue and be sued in its own name.
- (6) Employ agents and employees.
- (7) Lease real or personal property as lessee or lessor.
- (8) Receive, collect, invest, and disburse monies.
- (9) Issue revenue bonds or other forms of indebtedness, as provided by law.
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.
- (11) Assign, delegate, or contract with a Party or third party to perform any of the duties of the Board, including but not limited to, acting as administrator for the Authority.
- (12) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

These powers will be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

- f.** Appointment of Administrating Member. Each member shall serve as the Administrating Member on a rotating basis. As of the Effective Date of this Agreement, SSCJFA shall automatically be appointed as the Administrating Member and shall serve for two (2) years. The position of Administrating Member shall alternate between a representative of SSJCFA and Lodi every two (2) years (the "Rotation Schedule"). SSJFCA and Lodi shall have the discretion to delegate the Administrating Member duties to any person employed by or contracted with each of them. The Rotation Schedule may be amended at the discretion of the Board from time to time. The Administering Member shall include, but not necessarily be limited to, the following duties:

- (1) Day-to-day work of the Board including agenda preparation.
- (2) Scheduling and preparation for regular and special meetings of the Board.
- (3) Coordination of Members to accomplish Board directives and the purposes and intent of this Agreement.
- (4) Other tasks and responsibilities, as may be directed by the Board from time-to-time.

- g.** Appointment of Treasurer. City of Stockton shall serve as the Treasurer for the Authority. Any employee, volunteer, elected official, contractor, or agent of the City of Stockton delegated the duties of Treasurer is the exclusive agent of the City

of Stockton and shall have no agency relationship with the Authority or be entitled as a beneficiary, directly or otherwise, of this Agreement. The Treasurer shall perform such duties and responsibilities specified in Government Code §§ 6505.5 and 6505.6.

- h. Unless otherwise expressly provided herein, nothing contained in this Agreement shall be construed as creating an employment, agency or partnership relationship between the Authority and any agent, employee, contractor, volunteer, or elected official of any Member. The Authority shall have the right to control the Administrating Member and Treasurer only insofar as the result of that Member's services rendered pursuant to this Agreement; however, the Authority shall not have the right to control the means by which any Member accomplishes their respective obligations pursuant to this Agreement.

2. Governance.

a. Board of Directors.

- (1) The Authority shall be governed by a three-member Board of Directors.
- (2) Each Party shall appoint one (1) of its legislative body members as a primary Director ("Primary Director") and two (2) alternate Directors – "First Alternate" and "Second Alternate." Alternate Directors shall serve in the absence of the Primary Director in the order of availability by First Alternate and then to Second Alternate.
- (3) Upon appointment of the primary and alternate Directors, each Party shall deliver to the Administrating Member a written notification identifying its primary and alternate Directors. Until such notification is delivered to the Administrating Member, the Authority shall not recognize the appointee(s) and any previous appointments shall remain in effect.
- (4) The Board of Directors is responsible for:
 - (i) Providing recommendations to the governing bodies of the Parties regarding the addition of new parties to this Agreement; and
 - (ii) Approval of the annual budget and assessment schedule of the Authority.
- (5) The Board of Directors may establish rules governing its own conduct and procedure, including Board Bylaws and Policies that are consistent with this Agreement

- (6) A quorum for the transaction of all business by the Board of Directors shall exist when all Primary Directors (100%) are present, or Alternate Directors as may be necessary, as defined in Section 2(a)(2) above.
- (7) No one serving on the Board of Directors shall receive any salary or compensation from the Authority. However, with Board approval a Director or alternate Director may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.
- (8) At its annual organizational meeting, the Board of Directors shall:
 - (i) Select one (1) of its Directors to serve as Chairperson of the Board of Directors and one Director to serve as the Vice Chairperson of the Board until the next annual meeting; and
 - (ii) Establish a regular meeting schedule for the coming year. Unless waived by the Board of Directors, the Board of Directors shall schedule at least two (2) regular meetings per year.

b. Committees.

- (1) The Board has the authority to create an Executive Committee as necessary to carry out the purpose of this Agreement.
- (2) The Board has the authority to create other committees as necessary to carry out the purpose of this Agreement.

c. Voting.

- (1) Board of Directors
 - (i) Each member of the Board of Directors shall have one (1), equal vote.
 - (ii) A vote may only be cast by that Party's Director (primary or alternate) who is physically present (or is lawfully present via teleconference).
 - (iii) Board action shall require a simple majority vote unless the decision is financial in nature, in which case a unanimous vote is required. For purposes of this Agreement, the phrase "financial in nature" shall mean any decision with financial consequences to any Party or in which liability may be incurred.

d. **Vacancies.**

A vacancy shall immediately occur in the office of any director of the Board of Directors, upon the resignation or death of such person holding such office, or upon his/her ceasing to be an officer or employee of the Party that appointed him or her. Parties shall fill any vacancies arising using the appointment procedure in Section 3.

3. **Fiscal.**

a. **Dispatch and Dispatch-Related Services.** Dispatch and dispatch related service costs will be billed to the Authority through a separate agreement with Stockton Fire Department Emergency Communication Division (“Dispatch Center”).

b. **Costs and Expenses.** The Parties recognize that, from time-to-time, the Authority may incur costs and expenses which are not directly related to the provision of services to Parties. Each Party shall pay its pro-rata share by population of the areas served (including contract districts) by each Party as defined in Section 3.c., below (“pro-rata share”), of such costs and expenses upon approval by the Board. The Parties agree to meet and confer at least once every five (5) years to re-evaluate the pro-rata share.

c. **Ongoing Financial Obligations.** It is the Parties’ intention that the ongoing expenses of the Authority will be funded with revenue derived from the provision of Services, if and when the Services are operational. The Authority will incur expenses until such Services are operational and there may be circumstances where those revenues cannot be used for such purposes or where the revenues are insufficient to meet the Authority’s obligations. In those cases, each Party shall be responsible for its pro-rata share of any obligation that was incurred at a time when that entity was a Party. This shall include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt related to the above-described Services, Costs and Expenses.

(1) Pro-rata share shall be determined by using each Party’s population served, including any contractual fire districts. Populations would be determined for the cities by using the U.S. Census Bureau’s data and San Joaquin LAFCO for the fire districts. This pro-rata share shall be re-evaluated when the new 2030 U.S. Census Bureau data is released. The initial pro-rata share for each Party shall be as follows :

City of Stockton- 65.9%

South County- 21.5%

City of Lodi- 12.6%.

- (2) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- (3) In order to fund the Authority's initial startup costs, each Party agrees to make an initial pro rata contribution to cover the initial start up costs and expected expenses during the first 120 days following award of the award of an EMS provider contract by the EMS Agency. Anticipated costs include: Franchise Fee, dispatch costs, insurance premiums, and administrative costs for an estimated total of \$2,237,000.

d. Excess Revenues

- (1) The Parties anticipate that the operation of the Services may generate revenues that exceed the costs of operating the Services. The Authority shall use such revenues in the following order of priority:
 - (i) To reimburse the initial funding contributed by each Member Agency pursuant to Section 3.c.(3) of this Agreement; then
 - (ii) To improve the Services, such as improvement service levels and making infrastructure investments that are in the best interests of the areas receiving the Services.
 - (iii) Maintenance of any necessary budget reserve limit established by the Board.
 - (iv) Any remaining excess revenue will then be distributed at the close out of each budget cycle to the Parties in accordance with their pro-rata share defined in Section 3(b) above.

e. Billing.

- (1) If there is an underfunding of the Authority, the Treasurer of the Authority shall bill each Party for its Fiscal Contributions quarterly, unless a request is made and approved for bi-annual billing. The Parties shall pay the bill within sixty (60) days of receipt.
- (2) Any Party whose bill has not been paid within sixty (60) days may be deemed by the Authority to be in default and required to pay interest on the unpaid balance, not to exceed one (1) percent per month ("Defaulting Party").
- (3) The members of the Authority not in Default, have the power, at their option, to take the following action against a Defaulting Party:

- (i) Commence an action in its own name against the Defaulting Party to recover the amount of the obligation due to the Authority hereunder; or
- (ii) Suspend the voting rights of the Defaulting Party until all Fiscal Contributions have been paid; or
- (iii) Involuntarily terminate the Defaulting Party as set forth in Paragraph 6, below.

f. **Accountability and Audits.** The Authority shall be strictly accountable for all funds and shall report all receipts and disbursements, as required by Government Code section 6505.

- (1) An independent audit of the Authority shall be undertaken annually by an independent, certified public accountant, in compliance with Section 6505 of the Government Code.
- (2) Audit costs to be paid by the JPA and each Party is responsible for its pro rata share of any overage.

4. **Liability, Indemnification, and Insurance.**

- a. **No Vicarious Liability.** Pursuant to Government Code section 820.9, as may be amended from time to time, members of the Board of Directors for the Authority are not vicariously liable for injuries caused by the act or omission of the Authority or any of its members. Nothing in this section exonerates an official from liability for injury caused by that individual's own wrongful conduct. Nothing in this section affects the immunity of any other public official.
- b. **Indemnity by Parties.** Except as provided in Section f below, from and after the Effective Date of this JPA, the Authority shall defend, indemnify, and hold harmless the Members and their officers, employees, agents, and representatives with respect to any loss, damage, injury, claim, demand, litigation, or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement.
- c. **Insurance.** The Authority shall procure and maintain general liability, auto, professional, and worker's compensation insurance policies with limits set out in **Exhibit B**, as amended from time to time by the Board of Directors, attached hereto and incorporated herein by reference. The Parties agree to pay their pro-rata share of the first year of insurance policy costs out of each Party's initial contribution to the Authority. To the extent that the Authority or any Party does

not have an employee, workers compensation coverage shall not be required. The Authority and each Party may satisfy the insurance requirement set forth herein with an adequate self-insurance program or participation in a public agency insurance pool.

- d. **Indemnification by Members to the Authority.** From and after the Effective Date of this JPA, each member shall defend, indemnify, and hold harmless the Authority, its Directors, officers, employees, agents, and representatives, each other individual member, and its respective officers, employees, agents, and representatives with respect to any loss, damage, injury, claim, demand, litigation, or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of the member's actions or omissions *prior to* the Effective Date of this JPA, that related to the provision of emergency and non-emergency dispatch services and related operations.

- e. **Employment of Personnel and Administration of Services.**

The Authority will contract with a Member to serve as the "Employer of Record" and provide all employees and employee services to the Authority. In the event that the Authority elects to employ its own personnel, the Board shall appoint an officer to prepare a personnel plan (the "Personnel Plan"), with the assistance of staff and consultants of the Members, detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Members to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of a new organization. The Personnel Plan shall be presented to the legislative bodies of the Members. Upon their receipt of the Personnel Plan, the Members agree to meet and confer in good faith to negotiate the terms of the Authority employing personnel. Thereafter, Members and the Authority shall enter into an agreement regarding the terms of employing personnel (the "Personnel Agreement").

Until such time as personnel are transferred to the Authority, the Authority pursuant to this Section, the Employer of Record shall assign the functions of its personnel to the Authority.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all wages and benefits, disability, workers compensation, and other benefits which apply to the activities of officers, agents, or employees of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions of duties under this Agreement.

5. **Termination/Withdrawal/Dissolution.**

a. **Termination**

- (1) This JPA is entered into for the purposes stated in both the Recitals and Section 1(c) above. The first step in that process is to enter into contract with a private partner that would provide emergency and non-emergency ambulance services if the Authority is the selected provider in the EMS Agency's process. The second step is for the Authority and the private partner to participate in the EMS Agency's process to select a provider of emergency services. If the Authority or a majority determines that either step was unsuccessful, the JPA shall automatically terminate, subject to following all applicable statutory procedures.
- (2) This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement upon a no less than a two-thirds vote of the Board of Directors, excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination shall be provided. The written notice of proposed termination shall identify the specific provisions of this Agreement that the Party has allegedly violated and provide notice of the right to provide a written response within ten (10) business days, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to the Authority within which the Party subject to termination will diligently prosecute the same to completion.
- (3) If the Party subject to possible termination is unable to provide satisfactory evidence of their compliance with the Agreement or ability to cure the default, the Party subject to possible termination shall have the right to respond to the reasons for the proposed termination at the Board of Directors meeting prior to any vote regarding termination. Any vote for termination by the Board of Directors shall be at least thirty (30) business days after delivery of the written notice identified in Paragraph 9(a), above.
- (4) Any Party that is involuntarily terminated in accordance with Paragraph 9(a), above, shall remain responsible for their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal- year debt.

b. Withdrawal.

- (1) Any Party may withdraw as a party to this Agreement should the withdrawing Party determine, in its sole discretion, that the conditions placed on any proposed contract between the EMS Agency and the Authority are untenable or undesirable. The Parties acknowledge and agree that, should one Party withdraw, the Authority shall continue to operate and will not automatically terminate.
- (2) Any Party may withdraw as a party to this Agreement as follows:
 - (i) Notice of Intent to Withdraw shall be given not less than eighteen (18) months prior to the proposed date that the withdrawal shall take effect (“Notice Period”).
 - (ii) Notice of Intent to Withdraw shall be in writing and addressed to the Chairperson of the Board of Directors of the Authority at its primary address and by electronic mail.
 - (iii) Notice of Intent to Withdraw must be accompanied by a proof of service that notice was sent by certified mail with return receipt requested. Notice shall be considered given on the date of service.
- (3) No withdrawing Party shall be entitled to any payment for its interests or assets in the Authority upon withdrawal.
- (4) A withdrawing Party must:
 - (i) Pay their full pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.
 - (ii) Or, execute a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Party
- (5) Prior to the end of the Notice Period, the remaining Members shall meet and confer in good faith to renegotiate the terms of this Agreement to properly contemplate the participation of only those remaining members.

c. Dissolution.

- (1) If this Agreement is terminated and/or dissolved by the Board by a two-thirds (2/3) vote:

- (i) No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Party has:
- (ii) Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party; or
- (iii) Executed a contract with the Authority to pay for all outstanding debts and obligations that were incurred while they were a Party.
- (iv) All assets of the Authority will be distributed in proportion to the contributions of the Parties during the fiscal year of dissolution.

6. **Enforcement.**

The Authority is hereby given authority to enforce this Agreement against the individual Parties. If suit is necessary to enforce any of the provisions of this Agreement, the Authority and the Parties shall pay their own attorney fees, regardless of who is the prevailing party.

7. **Debts.**

- a. To the furthest extent permitted by law, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities, and/or obligations of the Parties.

8. **Miscellaneous**

a. **Provisions Required by Law Deemed Inserted.**

- (1) This Agreement is subject to all provisions of the Constitution and laws of California and the United States which: (1) govern, control, or affect the Authority and/or the Parties; or (2) the property, funds, operations, or powers of the Authority and/or the Parties.
- (2) Such provisions are by this reference made a part of this Agreement.
- (3) Any provision required by law to be included in this Agreement shall be deemed to be inserted.

- b. **Amendment.** This Agreement may be amended and the Authority may be terminated or its power may be modified, restricted, or eliminated by supplemental agreement executed by all Members at any time, with approval from each respective governing body. A proposed amendment must be submitted to each Member at least thirty (30) days in advance of the date when the governing body will consider it.

- c. **Notices.** Notices to Members shall be sufficient if delivered to the Clerk and Fire Chief for the each Member.
- d. **Assignment.** This Agreement may be amended, and the Authority may be terminated, or its power may be modified, restricted, or eliminated by supplemental agreement executed by all Members at any time, with approval from each respective legislative body.
- e. **Severability.** Should any part, term, or provision of this Agreement be decided by the courts to be invalid or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions shall not be affected and shall remain effective and enforceable.
- f. **Non-Discrimination.** The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment or provision of services. All nondiscrimination laws, rules, or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venued in San Joaquin County.
- h. **Force Majeure.** Neither the Authority nor any of the Parties shall be held responsible or liable to any other Party or the Authority for any loss, damage or delay caused by accidents, strikes, lockouts, fire, flood, declared public health emergencies, act of civil or military authority or by insurrection or riot or by any other cause which is beyond its control.
- i. **Form of Approvals.** Whenever an approval is required in this Agreement, unless the context specifies otherwise it shall be given by resolution duly adopted by the respective governing body of each member agency and in the case of the Authority, by resolution duly adopted by the Board.
- j. **Section Headings.** All section headings contained herein are for the convenience of the Parties and reference only and are not intended to define or limit the scope of any provision of this Agreement.
- k. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.
- l. **Effective Date.** This Agreement becomes effective on the date the last required signature is executed, following separate approvals by the legislative bodies of each Party.

IN WITNESS WHEREOF, the undersigned public agencies have set their signature on the respective dates set forth below, which have been executed and attested by their duly authorized officers, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF STOCKTON:

CITY OF LODI

By: _____
Will Crew, Acting City Manager

By: _____
Scott R. Carney, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Katherine Roland, CMC, CPMC
City Clerk

By: _____
Olivia Nashed, City Clerk

Approved as to Form:

Approved as to Form:

Lori Asuncion, City Attorney

Katie Lucchesi, City Attorney

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY:

By: _____
Randall Bradley, Fire Chief

Date: _____

Approved as to Form:

Tom Hallinan, General Counsel

EXHIBIT B:**Insurance Requirements**
(Joint Powers Authority)**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Party shall carry General Liability Insurance covering all operations performed by or on behalf of Party providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), per occurrence. The policy coverage shall include:

- a) Premises operation and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations)
- d) Explosion, collapse, and underground hazards.
- e) Personal Injury
- f) Contractual liability
- g) \$4,000,000 general aggregate limit

2. Automobile Liability: Primary insurance coverage shall be written on Insurance Services Office Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If party transporting one or more non-employee passengers in performance of services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

3. Workers' Compensation / Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all persons, including volunteers, providing services on behalf of Party and all risks to such persons under this agreement.

4. Cyber Liability Insurance, with limits not less than **\$1,000,000** for each occurrence or event with an annual aggregate of, **\$2,000,000** covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, breach response cost, and regulatory fines and penalties.

5. Additional Insured Status- The Entity, 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. General liability 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 if not available, through 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).

Other Insurance Provisions

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

Umbrella or Excess Policy

The Member may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of coverage will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. 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 coverage.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority (minimum 30 days written notice)..

Acceptability of Insurers

Coverage 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 Authority.