

**AGREEMENT BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
[DEPARTMENT NAME] DEPARTMENT**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, through the Humboldt County Sheriff's Office, and the [ Department Name], a political subdivision of the State of California, through the [Department Name] Department, is made upon the following considerations:

WHEREAS, the [Department Name] Department seeks law enforcement training services for advanced officer training in the California Commission on Peace Officer Standards & Training (POST) [ course name]

WHEREAS, the Humboldt County Sheriff's Office (HCSO) has staffing available to provide law enforcement training services for the event; and

WHEREAS, the parties desire to enter into this Agreement for the provision of short-term law enforcement training services as described below.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

HCSO agrees to provide Sheriff's Personnel for the purpose of providing law enforcement services for varied operational periods (see Exhibit A) for the following dates and times:

Month, Date – Month, Date, Year , XXXX-XXXX hours, each day.

Sheriff's personnel will offer law enforcement training services for the expressed purpose of advanced officer training. Deputies will only deliver training and no other services will be provided during the term of this contract.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_] [\_\_\_], 20[\_\_\_], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

HCSO may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

4. COMPENSATION AND PAYMENT:

[Department Name] Department shall be required to remit the full amount estimated for services provided by the assigned personnel, no later than 5:00 PM on DATE (see Attachment A). Based upon the personnel required for such services the amount to be paid is \$XXX.XX, which will be remitted to the Humboldt County Sheriff's Office on or before DATE. The amount reflected in this agreement is based upon specified tuition for the certified course of instruction, as per the Commission on Peace Officer Standards & Training (POST).

5. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

HCSO: Humboldt County Sheriff's Office – Professional Standards & Training  
Attention: Lt. Jesse Taylor, Training Manager  
826 Fourth Street  
Eureka, CA 95501

ENTITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, [Department Name] Department certifies that it is not a Nuclear Weapons Contractor, in that [Department Name] Department is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. [Department Name] Department agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the [Department Name] Department subsequently becomes a Nuclear Weapons Contractor.

7. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. The [Department Name] Department shall hold harmless, defend and indemnify County/HCSO and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, [Department Name] Department's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of HCSO.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve [Department Name] Department from liability under this provision. This provision shall apply to all claims for damages related to [Name Department] Department's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

8. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and [ Department Name] Department is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Humboldt County Risk Manager prior to commencement of the training.

A. General Insurance Requirements. Without limiting [Department Name] Department's indemnification obligations set forth herein, [Department Name] Department, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of [Department Name] Department's or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that [Department Name] Department shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured

shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, [Department Name] Department's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to [Department Name] Department's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. [Department Name] Department shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If the [Department Name] Department does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to [Department Name] Department under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and [Department Name] Department shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
 Attention: Risk Management  
 825 Fifth Street, Room 131  
 Eureka, California 95501

ENTITY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that [Department Name] Department shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. [Department Name] Department shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees, and subcontractors.

10. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. HCSO hereby agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards applicable to the services provided

pursuant to the terms and conditions of this Agreement.

- B. Licensure Requirements. HCSO hereby agrees to comply with any and all local, state, and federal licensure, certification, and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

11. NON-DISCRIMINATION COMPLIANCE :

Professional Services and Employment. In connection with the execution of this Agreement, HCSO shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

12. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

13. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

14. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

16. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Indemnification shall survive the expiration or termination of this Agreement.

17. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

18. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

19. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

20. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

21. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

22. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

23. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's

obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

[Department Name] DEPARTMENT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William F. Honsal  
Humboldt County Sheriff

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

Exhibit A – [Course Name]