

**COUNTY OF SANTA BARBARA  
CONTRACTOR INSURANCE AND INDEMNIFICATION REQUIREMENTS**

Contractors doing work for or on behalf of the County of Santa Barbara must be held financially responsible for their work, and the County must be protected against losses arising from contractor operations. For those important reasons, the County has established basic insurance and indemnification requirements for its contractors. Those requirements are outlined below, and generally require contractors to submit proof of adequate insurance coverage for workers' compensation liability, general liability, auto liability, professional liability, and other insurance coverage where appropriate.

Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized (but not required) to reduce, waive or suspend any insurance requirements whenever any of the required insurance is unavailable, unreasonably priced, or not needed to protect the County's interests. If insurance coverage that was previously unreasonably priced or unavailable becomes reasonably priced or available, the Risk Manager or designee is authorized (but not required) to require additional types of insurance coverage or higher coverage limits, if reasonable in light of past claims against the County, inflation, or any other factor reasonably related to the County's risk.

**Insurance and indemnity requirements will vary, depending on the Risk Manager's risk analysis of the work to be performed.**

<b>STANDARD RISK</b>	<b>MODERATE RISK</b>	<b>HIGH RISK</b>
<u>STANDARD Risk Insurance Requirements</u>	<u>MODERATE Risk Insurance Requirements</u>	<u>HIGH Risk Insurance Requirements</u>
Commercial General Liability: \$1,000,000 per Occurrence \$2,000,000 Annual Aggregate	Commercial General Liability: \$2,000,000 per Occurrence \$4,000,000 Annual Aggregate	Commercial General Liability: Specific Insurance Requirements Determined by Risk Management
Commercial Automobile Liability: <sup>1</sup> \$1,000,000 Per Occurrence	Commercial Automobile Liability: <sup>1</sup> \$2,000,000 Per Occurrence	Commercial Automobile Liability: <sup>1</sup> Determined by Risk Management
Workers Comp (statutory): <sup>2</sup> \$1,000,000 Employers Liability	Workers Comp (statutory): <sup>2</sup> \$1,000,000 Employers Liability	Workers Comp (statutory): <sup>2</sup> \$1,000,000 Employers Liability
Professional Liability (E & O): <sup>3</sup> \$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate	Professional Liability (E & O): <sup>3</sup> \$2,000,000 Per Occurrence \$2,000,000 Annual Aggregate	Professional Liability (E & O): <sup>3</sup> Determined by Risk Management Determined by Risk Management
Other Insurance <sup>4</sup>	Other Insurance <sup>4</sup>	Other Insurance <sup>4</sup>

Additional Insured Endorsement: General Liability policies should add the County of Santa Barbara (including its board, departments, officers, officials, employees, agents and volunteers) as an additional insured with a policy endorsement.

Evidence of Insurance Coverage: Contractors must provide to the Purchasing Division or the Contract Coordinator (board contracts) a certificate of insurance and policy endorsements evidencing the required insurance coverage.

<sup>1</sup> Automobile liability coverage: Contractors using a vehicle to transport County employees or County clients, or otherwise using a vehicle in the course of contract operations, are required to have commercial auto insurance.

<sup>2</sup> Workers' compensation policies should include a waiver of subrogation evidenced with a policy endorsement. Workers' compensation insurance is not required if the contractor is a sole proprietor/partner/corporate officer with no employees, and submits adequate evidence of this exemption to the County Purchasing Division (purchase/service contracts) or the department's Contract Coordinator (board contracts).

<sup>3</sup> Required on all contracts for professional services, (e.g. architect, engineer, attorney, doctor, and some consultants).

<sup>4</sup> Other insurance commonly required: Environmental Liability, Marine Liability, Aircraft Liability, Fire Liability, Property, etc.

**COUNTY'S STANDARD INDEMNIFICATION REQUIREMENTS**

**Indemnification** – CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.