

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and KRA Corporation with an address at 11830 West Market Place, Suite M, Fulton MD 20759 (hereafter CONTRACTOR), wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Raymond L. McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Patrick Boxall at phone number (301) 562-2346 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Ray McDonald, Executive Director, Workforce Development Board 260 N. San Antonio Road, Suite C, Santa Barbara, CA 93110. FAX: (805) 681-4674
To CONTRACTOR:	Patrick Boxall, KRA Corporation 11830 West Market Place, Suite M, Fulton MD 20759. FAX: (301) 562-2346

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on November 15, 2016 and end performance upon completion, but no later than June 30, 2019, unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate one (1) additional one (1) year renewal, without re-bidding.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

A. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

- B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- C. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. **STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. EQUAL OPPORTUNITY

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **KRA Corporation**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

KRA Corporation

By: _____
Department Head

By: _____
Authorized Representative

Name: Patrick Boxall

Title: Vice President & COO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Falatti, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK One Stop Operator – North County

I. **Background – Workforce Innovation and Opportunity Act (WIOA)**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It repeals the Workforce Investment Act (WIA) of 1998 and replaces it with new authorization language that is in effect from July 1, 2015 through June 30, 2020. Section 2 of the Act describes the objectives of the legislation:

The purposes of this Act are the following:

- (1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.*
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.*
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.*
- (4) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.*
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.*
- (6) For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.*

To review the full text, The Workforce Innovation and Opportunity Act can be accessed using the following link: <http://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

II. **Target Population**

Adult and Dislocated Worker services will be targeted to:

- A. Adults: Individual shall be considered eligible to participate if he/she is a Santa Barbara County resident, or employed by a Santa Barbara County employer, and age 18 or older.
- B. Dislocated Workers: Individual shall be considered eligible to participate if he/she is a Santa Barbara County resident *or* was dislocated from employment within Santa Barbara County, is age 18 and older, and:

1. Has been terminated or laid off or has received a notice of termination or layoff from employment, is eligible for or has exhausted entitlement to unemployment compensation, and is unlikely to return to a previous industry or occupation;
2. Has been terminated or laid off, or has received notice of termination or layoff from employment as a result of any permanent closure of, or significant layoff at a plant, facility, or enterprise; or
3. Is employed at a facility at which the employer has made a general announcement that such facility will close in 180 days; or
4. Was self-employed; or
5. Is a displaced homemaker; or
6. Is the spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member.

III. Duties and Responsibilities

A. CONTRACTOR SHALL:

1. Fulfill the role of the One Stop operator and be responsible for coordination across one-stop partners and service providers.
2. Ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable.
3. Adhere to all Federal, State, or County statutes, regulations, executive orders, directives already issued or issued after the execution of the Agreement, including but not limited to, WIOA, the Social Security Act, the Civil Rights Acts, the Clean Air Act, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.
4. Ensure the following program and service elements are included in the program design:
 - a. **Business Services:** Implement a demand-driven workforce system by engaging and serving local employers, specifically targeting those in the County's designated industry sectors. Provide excellent customer service that will encourage repeat business and maximize employment and training opportunities for the target jobseeker population. Business Service activities will include but not be limited to:
 - i. Developing job orders
 - ii. Pre-screening and referring qualified candidates to employers with open positions
 - iii. Connecting businesses to training solutions

- iv. Referring businesses to additional resources and services available in the community.
- b. **Jobseeker Services:** Prepare, train, and place jobseekers in quality employment with opportunity for advancement. Jobseeker services will include but not be limited to:
- i. Intake and Assessment, including eligibility determination, intake, orientation, assessment of skill levels, and the development of competency-based Individual Employment Plans.
 - ii. Comprehensive Career Services, including career counseling, independent job search assistance, provision of workforce and labor market information.
 - iii. Employment Preparation Services, including workshops, internships and work experiences that are linked to careers, individual and group counseling.
 - iv. Training Services, for WIOA eligible participants (WIOA, Sec. 134), including occupational skills training, on- the- job training, incumbent worker training, skill upgrades and retraining, entrepreneurial training, and the provision of performance data and cost information on eligible providers of training services.
 - v. Direct Placement into Unsubsidized Employment through referrals to open job orders.
 - vi. Provision of Information and Referral to other programs and services pursuant to Section 134 of the Workforce Innovation and Opportunity Act.
 - vii. Coordinated Service Delivery with other entities who meet the partnership requirements for adult programs addressed in Section 121 of the WIOA.
 - viii. All other required Adult and Dislocated Worker Services detailed in the WIOA.
5. The CONTRACTOR shall be responsible funding, managing, and referring jobseekers to trainings such as: Job Readiness Training, Individual Training Accounts, Adult Education and Literacy Activities combined with other eligible forms of training. In addition, the CONTRACTOR shall be responsible for developing, funding, and overseeing employer-led training such as: On the Job Training, Cohort Training, Entrepreneurial Training, Skill Upgrading and Retraining, and Customized Training. The Contractor(s) will also be responsible for recruiting candidates for these types of training programs, when appropriate.
6. Monitor labor market trends and research vocational and occupational skills training programs with particular emphasis and alignment with the following designated industry sectors:
- a. Aerospace and Defense
 - b. Agriculture, Food, and Beverage
 - c. Biotechnology and Related Devices
 - d. Building and Design
 - e. Business Services
 - f. Energy and Environment
 - g. Healthcare
 - h. Information and Communication Technologies
 - i. Tourism and Hospitality
7. Work in collaboration with other entities that carry out workforce development programs.

- a. Work in collaboration with the entities listed in Section 121(b)(1) of the WIOA that support:
 - i. WIA Title I programs
 - ii. Wagner-Peyser programs
 - iii. Adult Education and Literacy programs
 - iv. Rehabilitation Act programs
 - v. Welfare-to-Work
 - vi. Older Americans Act programs
 - vii. Perkins postsecondary vocational education activities
 - viii. Trade Adjustment Assistance and North American Free Trade Agreement – Transitional Adjustment Assistance (NAFTA-TAA) programs
 - ix. Veterans Employment and Training
 - x. Community Service Block Grant employment and training activities
 - xi. Housing and Urban Development (HUD) employment and training activities
 - xii. Unemployment compensation programs
 - xiii. Second Chance Act Programs
 - xiv. Temporary Assistance for Needy Families (TANF)

 - b. May also be required to work in collaboration with any other entities, approved by the local WDB and the County that carry out workforce development programs, such as:
 - i. Employment and training programs administered by the Social Security Administration (SSA)
 - ii. Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training (E&T) programs
 - iii. Client assistance programs
 - iv. National and Community Service state grants
 - v. Other appropriate federal, state or local employment, education and training programs

 - c. Connect job seekers to agencies that offer complementary services as appropriate.
8. Follow the branding guidelines issued at the Federal, State, and County level. CONTRACTOR shall not use their brand or promote their own organization without the explicit permission of the COUNTY.
 9. Implement outreach and recruitment strategies to identify and engage diverse populations.
 10. Ensure customer satisfaction with program services and quality by regularly tracking and analyzing customer feedback and committing to continuous improvement.
 11. Establish a well-developed quality assurance process.
 12. Identify employer's needs through a Business Needs Analysis (BNA) and provide customized solutions to meet the identified needs of businesses; Link with other employer-serving resources to provide a comprehensive set of business services, including, but not limited, to recruitment.
 13. Provide workshops that focus on interview skills, resume writing, job search strategies, appropriate dress, behavior, workplace etiquette and culture, and computer literacy.

14. Develop networking groups and job clubs to support the acquisition of soft skills.
15. Develop and offer on the job training, paid apprenticeships, paid internships and other types of paid work experience.
16. Offer a continuum of services to help grow jobseekers educational and occupational skill sets through a career pathways model with a focus on stackable credentials and sector strategies.
17. Provide ongoing staff development and training to support compliance and success.
18. Provide follow up services for one year after exit from program to improve individual outcomes and program performance.
19. Contractor(s) may be asked to support WDB staff, EDD, or other WDB contractors in the provision of workforce services, such as: follow-up and retention services, Youth services, Rapid Response services, and/or grant funded workforce programs on an as needed basis.

B. COUNTY SHALL:

1. Provide CONTRACTOR with the State established annual performance goals and monitor performance on a quarterly, or as needed, basis. State Goals are expected to be set in each of the following categories:
 - a. **Employment, Education, or Training:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
 - b. **Retention:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
 - c. **Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - d. **Degree or Certificate Attainment:** The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
 - e. **In Program Skills Gain:** The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
 - f. **Business Services.** Performance indicator(s) shall be established to measure the effectiveness of the program in serving employers.
2. Develop and maintain an operating manual documenting the policies and procedures for the program; Provide training and support to CONTRACTOR on an as needed basis.

IV. Facilities

A. CONTRACTOR SHALL:

1. Provide comprehensive services outlined in the Statement of Work at the following facility:
North County – 1410 S. Broadway #A, Santa Maria, CA 93454
2. Be responsible for following all building policies, including but not limited to those dealing with professional conduct, Confidentiality, Private Client Information (PCI), and Health and Safety practices.
3. Be responsible for the replacement of any damaged furniture/equipment provided by COUNTY at COUNTY facilities. If the furniture/equipment is no longer needed, it shall be returned to the COUNTY to surplus. County will not upgrade or replace property initially provided:
 - a. Furniture (cubicles, desk, chairs)
 - b. Computers/ Printers in Resource Room (to be maintained by CONTRACTOR) including software updates, security patches and/or consumables
4. Be responsible to provide:
 - a. Internet service (Comcast, Cox, Frontier, etc) connection
 - b. Local network connectivity for contractor staff use (Contractor may not connect to County network)
 - c. Computers, copiers and printers for staff use

B. COUNTY SHALL:

1. Be the leaseholder for the site and shall be responsible for the payment of the following facility-related costs:
 - a. Building Lease
 - b. Janitorial Services
 - c. Utility Costs (Electric, Water and Trash)
 - d. Building Maintenance Staff
 - e. Desk Phones and phone service
 - f. Furniture maintenance (cubicles, desk, chairs)

V. Reporting Requirements:

A. CONTRACTOR SHALL:

1. Utilize any WDB-prescribed reporting tools and shall ensure timely data entry in the appropriate databases(s).
2. Shall meet regularly (no less than quarterly) with COUNTY staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program

expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the Agreement.

3. Be responsible for submitting timely and relevant data to the COUNTY for the purposes of reporting and program management.
4. Be expected to support COUNTY with reporting requests as needed and respond to reporting requests in a prompt and timely manner.
5. If the CONTRACTOR is not meeting expected performance levels, COUNTY staff may request corrective action plans and/or conduct additional monitoring.

B. COUNTY SHALL:

1. Be responsible for collecting, collating and reporting data related to program outputs and outcomes.
2. Be responsible for reporting to the State and will field all requests from the County Board of Supervisors, WDB, the media, and other interested stakeholders.

VI. Performance Measures/Outcomes:

A. CONTRACTOR SHALL:

1. Enroll 494 unduplicated participants in North County over the Agreement term.
2. Enroll the following number of participants in the North County:

Santa Maria			
# Enrolled Participants	Adult	DW	Total
Year 1	50	46	96
Year 2	101	98	199
Year 3	101	98	199
Totals	252	242	494

3. Develop and implement performance management practices to ensure strong program evaluation.
4. Meet or exceed State established annual performance goals.

Performance Measures	FY 16 - 17		FY 17 - 18	
	Adult	Dislocated Worker	Adult	Dislocated Worker
Employment Rate (2 nd Quarter after Exit)	65.0%	68.0%	68.0%	71.0%
Employment Rate (4 th Quarter after Exit)	62.5%	66.5%	65.5%	69.5%
Median Earnings	\$4,957	\$7,308	\$5,157	\$7,523

(2 nd Quarter after Exit)				
Credential Attainment within 4 Quarters after Exit	52.9%	60.0%	55.9%	63.0%

The performance goals for FY 18-19 will be negotiated with the State by the Workforce Development Board (WDB).

- B. COUNTY shall provide CONTRACTOR the State established annual performance goals as they are updated on an annual basis.

VII. General Agreement Provisions

- CONTRACTOR shall provide reports in a form and manner as mutually agreed upon as determined reasonably necessary by the COUNTY to the COUNTY’s Designated Representative.
- CONTRACTOR shall obtain prior approval from COUNTY before moving any computer/phone line.
- CONTRACTOR shall return to COUNTY upon expiration or termination of this Agreement any equipment or furniture used by CONTRACTOR as well as any other equipment purchased or provided to CONTRACTOR under this Agreement.
- CONTRACTOR shall comply with facility management direction when in County buildings.
- In connection with the end of the Agreement, COUNTY shall perform both a programmatic and a fiscal closeout to determine CONTRACTOR’s full compliance with the provisions of the Agreement.
- Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Such repayment shall be from funds other than those received under this Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$ **1,697,335.00** (FY 2016-2017 - \$339,471.00; FY 2017-2018 - \$678,942.00; and FY 2018-2019 - \$678,942.00) less any funds COUNTY recaptures as described in section H below.
- B. The funds provided under this Agreement shall be solely used for the services described in this Agreement and shall not be used for services under any other Agreement for Services of Independent Contractor with CONTRACTOR, including the Agreement for Services of Independent Contractor with CONTRACTOR for South County services. CONTRACTOR shall segregate and manage funds for North County services separate from South County services.
- C. The Agreement is subject to the availability of applicable Federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY or the Workforce Development Board may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- D. In order to meet the mandated spending requirement set forth in California Senate Bill 734 and EDD Directive WSD14-1, the CONTRACTOR for each program location is expected to spend *at least* the following amount on training services in each program year:

Program Year	Total Annual Budget – North County	Minimum Amount to be Spent on Training – North County
November 15, 2016 – June 30, 2017	\$339,471	\$169,657
July 1, 2017 – June 30, 2018	\$678,942	\$339,314
July 1, 2018, June 30, 2019	\$678,942	\$339,314

- E. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Line Item Budget). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- F. By the 15th of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

- H. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to program participants. If CONTRACTOR does not expend and invoice the County for at least \$45,263.00 in funds each month of this Agreement, COUNTY will notify CONTRACTOR and will have the option to recapture unexpended funds so as to redirect the spending of those unexpended funds to accomplish timely use of the funds. COUNTY shall accomplish any recapture of funds by February 28 of each year of the Agreement. In addition, if CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may also reduce the overall budget for the Agreement and for any year of the Agreement. Such recaptures and budget reductions will not require an amendment to this Agreement.

**EXHIBIT B-1
LINE ITEM BUDGET**

ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT	
Organization:	KRA Corporation
One Stop Location:	Santa Maria
Contract Year:	November 15, 2016 to June 30, 2017

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Program Manager	\$52,397	60.00%	31,438
Quality Assurance/Program Assitant	\$23,018	25.00%	5,755
Career Agent	\$28,047	100.00%	28,047
Career Agent	\$28,047	100.00%	28,047
Business Services Representative	\$28,047	100.00%	28,047
Program Analyst/Accountant	\$38,685	9.00%	3,482
Corporate Support	\$458,260	2.19%	10,052
Subtotal Wages & Fringes			\$134,869
B. OTHER OPERATING			
Advertising			
Audit			509
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			4,600
Insurance			146
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			893
Staff Travel			12,185
Supplies (Not Testing)			2,098
Telephone/Communication			10,176
Other (Specify)			
Subtotal Other Operating			30,607
Subtotal Operating			165,475
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			63,000
Employer-led Training			62,500
Other Training (Specify in narrative)		44,157	
Training Total	See Requirements in RFP		125,500
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			125,500
D. INDIRECT COSTS			
			32,331
E. PROFIT			
			16,165
TOTAL BUDGET			339,471

**ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	KRA Corporation
One Stop Location:	Santa Maria
Contract Year:	July 1, 2017 to June 30, 2018

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Program Manager	\$83,115	60.00%	49,869
Quality Assurance/Program Assitant	\$46,037	25.00%	11,509
Career Agent	\$54,593	100.00%	54,593
Career Agent	\$54,593	100.00%	54,593
Business Services Representative	\$54,593	100.00%	54,593
Program Analyst/Accountant	\$77,370	9.00%	6,963
Corporate Support	\$914,666	2.00%	18,250
Subtotal Wages & Fringes			\$250,371
B. OTHER OPERATING			
Advertising			
Audit			1,018
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			1,600
Insurance			292
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			1,786
Staff Travel			24,370
Supplies (Not Testing)			5,661
Telephone/Communication			14,352
Other (Specify)			
Subtotal Other Operating			49,079
Subtotal Operating			299,450
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			180,000
Employer-led Training			102,500
Other Training (Specify in narrative)		56,814	
Training Total	See Requirements in RFP		282,500
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			282,500
D. INDIRECT COSTS			
			64,661
E. PROFIT			
			32,331
TOTAL BUDGET			678,942

**ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	KRA Corporation
One Stop Location:	Santa Maria
Contract Year:	July 1, 2018 to June 30, 2019

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Program Manager	\$84,643	60.00%	50,786
Quality Assurance/Program Assitant	\$46,855	25.00%	11,714
Career Agent	\$55,576	100.00%	55,576
Career Agent	\$55,576	100.00%	55,576
Business Services Representative	\$55,576	100.00%	55,576
Program Analyst/Accountant	\$78,789	9.00%	7,091
Corporate Support	\$931,519	2.00%	18,586
Subtotal Wages & Fringes			\$254,904
B. OTHER OPERATING			
Advertising			
Audit			1,018
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			1,600
Insurance			292
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			1,786
Staff Travel			24,370
Supplies (Not Testing)			6,629
Telephone/Communication			14,352
Other (Specify)			
Subtotal Other Operating			50,046
Subtotal Operating			304,950
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			177,000
Employer-led Training			100,000
Other Training (Specify in narrative)		62,314	
Training Total	See Requirements in RFP		277,000
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			277,000
D. INDIRECT COSTS			
			64,661
E. PROFIT			
			32,331
TOTAL BUDGET			678,942

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

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 negligent acts of CONTRACTOR, CONTRACTOR'S agents, employees or subcontractors 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 such 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.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

KRA Corporation – One Stop Operator – North County

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents 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 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY 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. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of contract work.
- iii. 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 two (2) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.