

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 PathPoint, with an address at 315 W. Haley Street, Suite 202, Santa Barbara, CA 93101 (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

Ray McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Cindy Burton at phone number (805) 966-3310 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:	Cindy Burton, CEO, PathPoint 315 W. Haley Street, Suite 202, Santa Barbara, CA 93101. FAX: (805) 966-5582

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 October 1, 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 **PathPoint**.

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:

PathPoint

By: _____
Department Head

By: _____
Authorized Representative

Name: Cindy Burton

Title: Chief Executive Officer

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

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**

To be eligible to participate in the program, an individual shall, at the time of the eligibility determination, be an out-of-school youth or an in-school youth, defined by DIOA and as below:

- a. WIOA Eligible Out-of-School Youth
 - i. An individual between the ages of 16 and 24 who is not attending any school and meets at least one of the following criteria:
 - School dropout
 - Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter

- Recipient of a secondary school diploma or its recognized equivalent who is low-income and either:
basic skills deficient; or an English language learner.
- Subject to the juvenile or adult justice system
- Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out-of-home placement
- Pregnant or parenting
- Individual with a disability
- Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

b. WIOA Eligible In-School Youth

- i. An individual who is between the ages of 14 and 21 who is attending school, low income, and meets at least one of the following criteria:
- Basic skills deficient
 - An English language learner
 - An offender
 - Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out-of-home placement
 - Pregnant or parenting
 - Individual with a disability
 - Requires additional assistance to enter or complete an educational program or to secure or hold employment

At least 75 percent of funds provided by this Agreement must be used to provide program activities for WIOA eligible out-of-school youth.

III. Duties and Responsibilities

a. CONTRACTOR shall:

1. 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.
2. 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.
3. Ensure the following program and service elements are included in the program design:
 - a. At a minimum, youth programs shall include the following program design elements:
 - i. **Objective Assessment** of academic levels, occupational and basic skill levels, employability, and service needs of each participant (unless a recent assessment is available).

- ii. **Service Strategy** developed for each participant based on the assessment of the individual and the performance goals of the program (unless a recent service plan is available).
 - iii. **Additional Elements:**
 - 1. Activities leading to the attainment of a secondary school diploma or its recognized equivalent or a recognized postsecondary credential.
 - 2. Preparation for postsecondary educational and training opportunities.
 - 3. Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
 - 4. Preparation for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors.
- b. At a minimum, the following services shall be made available to youth participants:
- i. **Tutoring**
 - ii. **Alternative Secondary School Services** or drop out recovery services
 - iii. **Work Experience**, both paid and unpaid, which may include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, on the job training opportunities
 - iv. **Occupational Skill Training**, prioritizing programs that lead to recognized postsecondary credentials that are aligned with the designated industry sectors
 - v. **Leadership Development Opportunities**, which may include community service and peer-centered activities
 - vi. **Supportive Services**
 - vii. **Mentoring**
 - viii. **Guidance Counseling**, including drug and alcohol abuse counseling, and referral, as appropriate
 - ix. **Financial Literacy Education**
 - x. **Entrepreneurial Skills Training**
 - xi. **Provision of Labor Market and Employment Information**
 - xii. **Preparation for Postsecondary Education and Training**
4. Monitor labor market trends, develop subsidized and unsubsidized opportunities for youth, and research vocational and occupational skills training programs with particular emphasis and alignment with the following designated industry sectors:
- i. Aerospace and Defense
 - ii. Agriculture, Food, and Beverage
 - iii. Biotechnology and Related Devices
 - iv. Building and Design
 - v. Business Services
 - vi. Energy and Environment
 - vii. Healthcare
 - viii. Information and Communication Technologies
 - ix. Tourism and Hospitality
5. 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:
 - WIA Title I programs
 - Wagner-Peyser programs
 - Adult Education and Literacy programs
 - Rehabilitation Act programs
 - Welfare-to-Work
 - Older Americans Act programs
 - Perkins postsecondary vocational education activities
 - Trade Adjustment Assistance and North American Free Trade Agreement – Transitional Adjustment Assistance (NAFTA-TAA) programs
 - Veterans Employment and Training
 - Community Service Block Grant employment and training activities
 - Housing and Urban Development (HUD) employment and training activities
 - Unemployment compensation programs
 - Second Chance Act Programs
 - 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:
 - Employment and training programs administered by the Social Security Administration (SSA)
 - Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training (E&T) programs
 - Client assistance programs
 - National and Community Service state grants
 - Other appropriate federal, state or local employment, education and training programs

 - c. Connect youth to agencies that offer complementary in-kind services for youth.
6. 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 written permission of the COUNTY.
 7. Conduct a concentrated outreach and recruitment effort by providing presentations and marketing materials to other collaborative entities to attract and engage in-school and out-of-school youth.
 8. Develop and periodically update Individual Service Strategy for youth within first 10 days of enrollment. Individual goals, activities and support services shall be documented through the Individual Service Strategy.
 9. Offer workshops to youth with instruction on job search techniques, interviewing skills, resume writing, labor market trends, budgeting, employer expectations, and work readiness.
 10. Develop worksites for youth work experience; match youth to appropriate worksites; place youth at the worksites.

11. Provide adult mentoring at internship sites.
12. Assess, connect and support youth with academic and vocational training programs; offer supportive services and incentive payments in accordance with WIOA and 2 CFR 200.
13. Measure and document In Program Skills Gain for each youth, as appropriate, prior to exit from the program.
14. Proactively strategize about when to exit a youth from the program and how to maximize individual and program outcomes.
15. Provide follow up services for one year after exit from program to improve individual outcomes and program performance; engage youth (at least two times per month) after exit from the program providing support, services, replacement, and referrals to additional services, as needed.

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

CONTRACTOR shall:

- a. Provide comprehensive services outlined in the Statement of Work at the following facility:

- i. North County – 2450 Professional Parkway, Suite 220, Santa Maria, CA 93455
- b. Provide services and staffing at existing site for which COUNTY is the leaseholder:
 - i. North County - 320 North J Street, Suite A-5, Lompoc, CA 93436
- c. Be responsible for following all building policies, including but not limited to those dealing with professional conduct, confidentiality and Private Client Information (PCI), and Health and Safety practices.
- d. Utilize CONTRACTOR provided cell phones and cell service for phone service at the Lompoc location.
- e. Be responsible for the replacement of COUNTY property as needed. COUNTY will not replace property initially provided:
 - i. Printers and copiers
 - ii. Desktop computers
 - iii. Furniture (cubicles, desk, chairs)

COUNTY shall:

- b. Be the leaseholder for the Lompoc site and is responsible for the payment of the following facility-related costs:
 - i. Building lease
 - ii. Janitorial Services
 - iii. Utility Costs (Electric, Water and Trash)
 - iv. Building Maintenance Staff (County Employee)
 - v. Internet service

V. Reporting Requirements:

- The COUNTY shall be responsible for collecting, collating and submitting data as per the project target outputs and outcomes. CONTRACTOR shall be responsible for submitting timely and relevant data to the COUNTY for the purposes of reporting and program management.
- CONTRACTOR shall utilize any COUNTY-prescribed reporting tools and shall ensure timely data entry in the appropriate database(s).
- CONTRACTOR 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.
- If the CONTRACTOR is not meeting expected performance levels, COUNTY staff may request corrective action plans and/or conduct additional monitoring.
- COUNTY staff shall be responsible for reporting to the State and shall field all requests for information. CONTRACTOR shall support reporting requests as needed. CONTRACTOR shall respond to reporting requests in a prompt and timely manner.

VI. Performance Measures/Outcomes:

CONTRACTOR will enroll in the program 200 unduplicated youth in the North County of Santa Barbara County over the term of the Agreement. Enrollment shall be prioritized for out-of-school youth at 75% of the total enrollments in each area. CONTRACTOR shall enroll the following number of youth in the North County:

North			
Year	In School	Out of School	Annual Total
Oct 2016 – June 2017	14	42	56
July 2017 – June 2018	18	54	72
July 2018 – June 2019	18	54	72
North County Total	50	150	200

Work Experience: Some of the youth enrolled in the program will be offered an opportunity to participate in a subsidized work experience activity. CONTRACTOR shall provide paid work experience for a minimum of 154 unduplicated youth in the North County of Santa Barbara County, for at least 120 hours each, at minimum wage. CONTRACTOR shall provide work experience to the following number of youth in North County:

Work Experience	North
October 1, 2016 – June 30, 2017	42
July 1, 2017 – June 30, 2018	56
July 1, 2018 – June 30, 2019	56
North County Total	154

COUNTY shall provide CONTRACTOR the State established annual performance goals as they are updated on an annual basis. CONTRACTOR shall meet or exceed State established annual performance goals.

VII. General Contract 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.
- Obtain prior approval from COUNTY before moving any computer line.
- 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.
- 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 contract amount, including cost reimbursements, not to exceed \$ **1,112,463** (FY 2016-2017 - \$303,399.00; FY 2017-2018 - \$404,532.00; and FY 2018-2019 - \$404,532.00) less any funds COUNTY recaptures as described in section I 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 this Agreement, COUNTY may terminate this Agreement and/or reduce funding of this Agreement in full or in part, at any time during the term of the Agreement.
- D. At least 75 percent of funds must be used to provide program activities for WIOA eligible out-of-school youth.
- E. Contractor shall spend *no less than* the following amount in each program year on paid or unpaid Work Experience (as defined in Section III.b. iii).

Contract Term	Total Annual Budget – North	Min. to be spent on Work Experience - North
October 1, 2016 – June 30, 2017	\$303,399	\$91,179
July 1, 2017 – June 30, 2018	\$404,532	\$121,572
July 1, 2018 – June 30, 2019	\$404,532	\$121,572

Please note: These numbers are subject to change due to fluctuations in funding and/or changes in Federal/State requirements.

- F. 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 CONTRACTOR shall provide supporting documentation as specified in **EXHIBIT A**.
- G. 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.

- H. 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.

- I. 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 \$26,969.00 in funds each month of this Agreement, COUNTY will notify CONTRACTOR and will 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**

YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT	
Organization:	PathPoint
North/South County:	North County
Contract Year:	October 1, 2016 - June 30, 2017

I. OPERATING COSTS			
A. WAGES AND FRINGES	Salary	% Allocated to Contract	Total Cost to Contract
Position Title			
Program Director	\$56,961.00	15.00%	8,544.15
Program Coordinator (1.0 FTE)	\$40,710.00	100.00%	40,710.00
Youth Specialist (1.6 FTE)	\$59,326.00	100.00%	59,326.00
Administrative Assistant (1.0 FTE)	\$33,790.00	100.00%	33,790.00
Billing Specialist	\$45,200.00	5.00%	2,260.00
Payroll Clerk	\$48,053.00	5.00%	2,402.65
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
Subtotal Wages & Fringes			\$147,033
B. OTHER OPERATING			
Advertising			0.00
Audit			0.00
Copying/Printing			1,812.00
Dues/Membership			375.00
Equipment Lease/Purchase/Maintenance			4,500.00
Facilities Rent/Maintenance			4,583.00
Insurance			611.00
Legal Fees			0.00
Meeting Room Rent			0.00
Misc (License, Tax, Other Fees)			1,250.00
Postage			230.00
Publications			0.00
Staff Development			1,399.00
Staff Travel			5,082.00
Supplies (Not Testing)			351.00

Telephone/Communication		2,183.00
Utilities		687.00
Other (Specify)	Payroll Processing	329.00
Subtotal Other Operating		\$ 23,392
Subtotal Operating		\$ 170,425
C. DIRECT JOB SEEKER COSTS		
Work Experience		91,179.00
Internships		0.00
Training		3,188.00
Supportive Services		8,208.00
Other (Specify in narrative)		
Subtotal Direct Job Seeker Costs		\$ 102,575
D. INDIRECT COSTS		\$ 30,399
E. PROFIT		\$ -
TOTAL BUDGET		\$ 303,399

**YOUTH PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	PathPoint
North/South County:	North County
Contract Year:	July 1, 2017 - June 30, 2018

I. OPERATING COSTS			
A. WAGES AND FRINGES			
Position Title	Salary	% Allocated to Contract	Total Cost to Contract
Program Director	\$78,167.00	15.00%	11,725.05
Program Coordinator (1.0 FTE)	\$55,866.00	100.00%	55,866.00
Youth Specialist (1.6 FTE)	\$82,092.00	100.00%	82,092.00
Administrative Assistant (1.0 FTE)	\$46,371.00	100.00%	46,371.00
Billing Specialist	\$62,028.00	5.00%	3,101.40
Payroll Clerk	\$65,944.00	5.00%	3,297.20
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
Subtotal Wages & Fringes			\$202,453
B. OTHER OPERATING			
Advertising			0.00
Audit			0.00
Copying/Printing			2,112.00
Dues/Membership			500.00
Equipment Lease/Purchase/Maintenance			750.00
Facilities Rent/Maintenance			6,111.00
Insurance			839.00
Legal Fees			0.00
Meeting Room Rent			0.00
Misc (License, Tax, Other Fees)			250.00
Postage			306.00
Publications			0.00
Staff Development			1,703.00
Staff Travel			7,514.00
Supplies (Not Testing)			491.00

Telephone/Communication		2,910.00
Utilities		917.00
Other (Specify)	Payroll Processing	457.00
Subtotal Other Operating		\$ 24,860
Subtotal Operating		\$ 227,313
C. DIRECT JOB SEEKER COSTS		
Work Experience		121,572.00
Internships		0.00
Training		4,250.00
Supportive Services		10,944.00
Other (Specify in narrative)		
Subtotal Direct Job Seeker Costs		\$ 136,766
D. INDIRECT COSTS		\$ 40,453
E. PROFIT		\$ -
TOTAL BUDGET		\$ 404,532

**YOUTH PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	PathPoint
North/South County:	North County
Contract Year:	July 1, 2018 - June 30, 2019

I. OPERATING COSTS			
A. WAGES AND FRINGES			
Position Title	Salary	% Allocated to Contract	Total Cost to Contract
Program Director	\$78,167.00	15.00%	11,725.05
Program Coordinator (1.0 FTE)	\$55,866.00	100.00%	55,866.00
Youth Specialist (1.6 FTE)	\$82,092.00	100.00%	82,092.00
Administrative Assistant (1.0 FTE)	\$46,371.00	100.00%	46,371.00
Billing Specialist	\$62,028.00	5.00%	3,101.40
Payroll Clerk	\$65,944.00	5.00%	3,297.20
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
Subtotal Wages & Fringes			\$202,453
B. OTHER OPERATING			
Advertising			0.00
Audit			0.00
Copying/Printing			2,112.00
Dues/Membership			500.00
Equipment Lease/Purchase/Maintenance			750.00
Facilities Rent/Maintenance			6,111.00
Insurance			839.00
Legal Fees			0.00
Meeting Room Rent			0.00
Misc (License, Tax, Other Fees)			250.00
Postage			306.00
Publications			0.00
Staff Development			1,703.00
Staff Travel			7,514.00
Supplies (Not Testing)			491.00

Telephone/Communication		2,910.00
Utilities		917.00
Other (Specify)	Payroll Processing	457.00
Subtotal Other Operating		\$ 24,860
Subtotal Operating		\$ 227,313
C. DIRECT JOB SEEKER COSTS		
Work Experience		121,572.00
Internships		0.00
Training		4,250.00
Supportive Services		10,944.00
Other (Specify in narrative)		
Subtotal Direct Job Seeker Costs		\$ 136,766
D. INDIRECT COSTS		\$ 40,453
E. PROFIT		\$ -
TOTAL BUDGET		\$ 404,532

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 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.

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

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.