

Project: Growing Solutions at  
Calle Real, SB  
APN: 059-140-023 (Ptn)  
Folio: R-215  
Agent: Jeff Havlik

## LICENSE AGREEMENT

### **1. BASIC LICENSE PROVISIONS:**

- 1.1. **Parties:** This License Agreement (hereinafter "Agreement") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, (hereinafter "COUNTY"), GROWING SOLUTIONS, a non-profit corporation, and BIODIESEL INDUSTRIES INCORPORATED (hereinafter "LICENSEES").
- 1.2. **Administration & Enforcement:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Real Property Division.
- 1.3. **Notices:** All notices under this Agreement and in connection herewith shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara  
General Services Department  
1100 Anacapa Street, Courthouse Annex  
Santa Barbara, CA 93101-6065  
Attn: Real Property Supervisor

LICENSEES: Growing Solutions  
P.O. Box 30081  
Santa Barbara, CA 93130-0081  
Attn: Karen Flagg or Don Hartley

- 1.4. **Property:** COUNTY is the owner of that certain real property known as Assessor's Parcel No. 059-140-023 located in the 4400 block of Calle Real Road, Santa Barbara, CA and shown as the outlined area on Exhibit "A" attached hereto and incorporated herein by reference (herein the "Property").
- 1.5. **Premises:** LICENSEES shall have use of approximately 1 acre of unimproved land located on the Property (herein the "Premises"). The Premises are divided into two sections, one used by Growing Solutions and the other by Biodiesel Industries. The two areas are shown and labeled on Exhibit "B" attached hereto and incorporated herein by reference. LICENSEES shall access the Premises by use of an existing unpaved road.
- 1.6. **Use/Purpose:** The Growing Solutions section of the Premises shall be used for the propagation, storage and maintenance of plants which are native to the Santa Barbara region, and the BioDiesel section of the Premises shall be used as a test plot for the propagation of *Jatropha Curcas*. The primary purpose of this Agreement is the production of native plants by Growing Solutions for use by the COUNTY. However, LICENSEE may produce plants for other parties, especially those parties ordered by the COUNTY to remediate using native plants. COUNTY orders for plants shall always take precedence over private orders.

- 1.7. **Term/Automatic Extension/ Renewal:** The base term of this Agreement shall be one year commencing on January 1, 2008. In the event this Agreement has not otherwise been terminated and LICENSEES are in good standing at the end of the preceding term, this Agreement may be extended and renewed each and every year, at one year increments up to a total term of five (5) consecutive years upon the same terms and conditions as provided herein, except that it may be terminated by either party without fault upon ninety (90) days written notice, which notice may be given without cause.
- 1.8. **Base Rent:** \$1,000.00\*\* per month, payable on the fifth day of each month commencing January 1, 2008 (\*\*See Section 2 below).
- 1.9. **Base Rent Increase:** On N/A\*\* the monthly Base Rent payable under Section 1.8 above shall be adjusted as provided in Section 2 below.
- 1.10. **Base Rent and Other Monies Paid Upon Execution:**
- 1.10.1. **Base Rent:** of \$1,000.00 per month for the period of January 1, 2008 through December 31, 2008.
- 1.10.2. **Common Area Operating Expenses:** \$ N/A for the period \_\_\_\_\_.
- 1.10.3. **Security Deposit:** N/A (as defined in Section \_\_\_\_\_ below).
- 1.10.4. **Other:** \$110.00 per month for water used by LICENSEES at the site.
- 1.10.5. **Total Due Upon Execution of this Lease:** \$ N/A.
- 1.10.6. **Late Payment of Rent:** Rent payments not received by COUNTY within seven (7) calendar days of when they are due are subject to a late penalty, without notice to LICENSEES, of fifteen percent (15%) of the amount then due.
- 1.10. **Rights Granted:** COUNTY hereby grants to LICENSEES and LICENSEES hereby take from COUNTY, a personal, nonexclusive, revocable and non-assignable right to enter upon and use the Premises and the right to cross the Property only for the purposes defined herein.

2. **RENT:** It is agreed by the parties that the fair market rent for the Premises is approximately ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00) per month. LICENSEES shall pay COUNTY \$500.00 per month in cash and will work off the additional \$500.00 by performing thirty one (31) hours of labor on COUNTY property at the direction of COUNTY. The labor rate used to determine the number of hours needed is \$16.00 per hour. After January 1, 2009 the rent charged for the Premises and the hourly labor rate may be changed upon sixty (60) day notice from the County.

3. **LICENSEE'S RESPONSIBILITIES:**

3.1 Biodiesel Industries' responsibilities herein shall be limited to the care, maintenance and eventual removal of the Jatropha test plots they installed, and for the removal of castor plants in the vicinity of the test plot as stated in 3.12 below. Biodiesel Industries shall comply with sections 3.2, 3.3, 3.6, 3.8, 3.9, 3.12, 3.13, plus sections dealing with insurance, the prohibition of toxics, and other applicable provisions.

3.2 LICENSEES shall maintain the License area in a neat, clean and hazard free condition; and

3.3 LICENSEES shall control dust created during their operations on the Premises.

3.4 Growing Solutions shall fence the entire License area excluding the Jatropha test plot; and

3.5 All improvements, structures or support equipment shall be contained within the License (fenced) boundary, with the exception of the Jatropha plot and the employee parking referenced in section 3.9 below; and

3.6 There shall be no storage of items not directly related to LICENSEES' operations (such as fire wood, personal property, etc.); and

3.7 There shall be no residential occupancy of the trailer; and

3.8 Prior to construction of any additional improvements on County land LICENSEES must obtain written approval from County Public Works Department, Resource Recovery and Waste Management Division (RRWM) as well as all needed building permits as specified herein; and

3.9 LICENSEES' employees, visitors and guests shall only park in front of the Growing Solutions gate as shown on the attached exhibit; and

3.10 LICENSEES will maintain and operate the watering system to provide sufficient water to the plants installed by Growing Solutions on the Foothill Landfill soil cap improvement site in 2005 until 12/31/2008; and

3.11 LICENSEES shall also spread mulch provided by the County around the above referenced plants until 12/31/2008; and

3.12 LICENSEES shall annually remove three hundred (300) or more castor plants in the vicinity of the Jatropha test plot (this requirement is to be fulfilled by Biodiesel Industries and is above and beyond the labor being performed in exchange for rent); and

3.13 LICENSEES shall remove the Jatropha plants and all support infrastructures within twenty four (24) hours of being ordered to do so by the COUNTY. If the plants and infrastructure are not removed within that time frame, COUNTY may remove same with no liability of any sort and without obligation to replace or repair the items removed or to reimburse LICENSEES for same.

4. **CONDITION/ IMPROVEMENTS/ PERMITS:** LICENSEES have investigated the Premises and have determined that it is suitable for LICENSEES' intended operations, and by executing this Agreement LICENSEES accept the Premises in its existing condition. LICENSEES acknowledge that the Property and Premises were formerly used as a public dump and that waste materials are buried beneath the surface of the Premises. LICENSEES shall not excavate or allow excavation of any area of the Premises or Property. LICENSEES shall make every effort to prevent puddling of water on the Premises to help prevent water from leaching into the below-ground waste.

**LICENSEES ACKNOWLEDGE THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES, OR THE SUITABILITY OF SAME FOR LICENSEES' INTENDED USE.**

LICENSEES may make the following tenant improvements: an in-ground Jatropha test plot and associated watering system, an above-ground growing area for potted plants, associated shade structure(s) and watering system (which systems shall include the installation of a water meter to measure the amount of water used by LICENSEES and an automatic shut off device to stop water from flowing in the event the watering system is breached), a composting toilet and a storage shed (herein the "Facility"). All construction shall be at LICENSEES' expense.

LICENSEES shall apply for permits to construct the Facility only after delivering draft construction plans to the Director of the County's Resource Recovery and Waste Management Division or designee (herein the "Director") for approval, which approval shall not be unreasonably withheld.

Using the plans approved by the Director LICENSEES shall obtain CEQA approval, a Land Use Permit, a Building Permit and/or any other permit(s) required to proceed with the installation/ construction of the Facility from the appropriate governmental agencies (herein the "Permit(s)") and shall provide a fully approved set of plans and permits to the Director prior to the commencement of any work on the Facility. All required Permit(s) hereunder shall be processed on the merits of the application therefore, and nothing in this Agreement shall be construed to require the County of Santa Barbara as a governmental entity, nor any other government agency to grant such Permit(s).

Upon compliance with all permitting requirements, construction of the Facility shall begin promptly and be pursued expeditiously to completion.

LICENSEES shall deliver a complete set of approved plans to the Director and shall give the Director not less than ten (10) calendar days written notice prior to the commencement of any work in, on or about the Property or Premises, and COUNTY shall have the right to post Notices of Nonresponsibility on the Property and Premises as provided by law.

LICENSEES shall, at its sole expense, erect and maintain the Facility in accordance with the design specifications described in the Permit(s) and herein. LICENSEES, its officers, agents employees and independent contractors shall keep the Property, Premises and Facility free and clear of liens for labor and materials.

LICENSEES shall, during all phases of construction, have a designated representative present on the Premises to monitor construction and ensure compliance with the aforementioned Permit(s). In addition, COUNTY may at its option, have a designated representative on the Premises who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not comply with the Permit(s).

In the event LICENSEES wish to alter or improve the Premises or Facility in ways not anticipated in this Agreement, LICENSEES shall obtain advance written approval from the Director, and shall obtain and comply with all required Permit(s).

Upon termination of this Agreement, the Facility (or portions thereof) shall remain, or be removed by LICENSEES at COUNTY'S option. In the event of removal, LICENSEES shall restore the grounds and landscaping to their original condition insofar as is reasonably practicable.

**5. UTILITIES/ SERVICES TO PREMISES:** LICENSEES agree that the installation of any utilities and/or services, including but not limited to gas, water, power, phone and trash, for the Premises after the effective date of this Agreement, either permanent or temporary in nature, shall be subject to prior written consent by the Director, or designee. Upon consent, LICENSEES shall install and maintain all lines and equipment needed to bring utility service to the Premises. LICENSEES shall pay, when due, all charges for such utilities.

Commencing January 1, 2008 LICENSEES shall reimburse COUNTY One Hundred Ten dollars (\$110.00) per month for the cost of water used by LICENSEES. A late charge of \$20.00 will be due with any payment paid after the 10<sup>th</sup> of the month in which it is due. LICENSEES shall make payment to COUNTY at the address shown in Section 1.3 herein, or other address as the parties may agree to.

If the LICENSEE increases the amount of water they use or if the water provider increases the rate charged for water, COUNTY may increase the amount it charges LICENSEES for water. COUNTY will give LICENSEE not less than thirty (30) days notice of any increase in the amount of money due from LICENSEE for water.

LICENSEES shall pay for all charges associated with the composting sanitation facility, including any delivery, set-up, rental and maintenance fees. LICENSEES shall be responsible for removing said composting sanitation facility at the termination of this Agreement

6. **INSTALLATION OF WATERING SYSTEM:** Upon the COUNTY'S prior consent of plans for the installation of a subsurface water pipeline, LICENSEES, at its expense shall connect to the COUNTY'S existing water system and shall install, and maintain a water sub meter, and water pipelines to the Premises.

7. **INSTALLATION AND MAINTENANCE OF FENCING:** LICENSEES agree to maintain and keep in good order and repair, during the term of this Agreement, all fencing on the Premises.

8. **EQUIPMENT:** LICENSEES shall be responsible for any and all equipment required for LICENSEES' operation or activities. COUNTY shall not be responsible to provide or maintain any equipment for LICENSEES.

9. **TOXICS:** LICENSEES shall not use, manufacture or generate hazardous waste on the Premises. LICENSEES shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Premises during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulations, or ordinance dealing with such wastes, substances, or materials. LICENSEES shall notify COUNTY and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

10. **ENVIRONMENTAL IMPAIRMENT:** LICENSEES at LICENSEES' expense, shall comply with and perform all applicable laws, regulations, rules, and orders, regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, clean-up and water and air quality, and shall furnish COUNTY satisfactory evidence of such compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises and/or Property due to LICENSEES' use and occupancy, LICENSEES shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LICENSEES shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LICENSEES' breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or

expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

11. **ENTRY BY COUNTY:** COUNTY may enter upon the Premises at all reasonable times to examine the condition thereof, to provide maintenance, post notices or advertising, make such repairs as COUNTY may deem necessary to make, and to inspect for compliance with the rules and regulations agreed to herein.

12. **NONDISCRIMINATION:** LICENSEES shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

13. **INDEMNIFICATION AND INSURANCE.** LICENSEES agree to defend, indemnify and save harmless the COUNTY, and to procure and maintain insurance in accordance with the provisions of EXHIBIT "C" attached hereto and incorporated herein by reference.

LICENSEES shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

14. **POSSESSORY INTEREST TAXES:** The use or occupancy of the Premises by LICENSEES constitutes a property interest which may be subject to possessory interest taxes and LICENSEES shall be liable for the payment of same.

15. **ASSIGNMENT/ HYPOTHECATE/ SUBLEASE:**

- A. LICENSEES shall not assign this Agreement or any interest therein to the Premises or any part thereof or any right or privilege appurtenant thereto.
- B. LICENSEES shall not grant a security interest in this Agreement or the Premises.
- C. LICENSEES shall not sublease the Premises or any part thereof.

16. **DEFAULT:** Should LICENSEES at any time be in default hereunder with respect to performance of any of the promises, covenants, or agreements herein contained; and should such default continue for five (5) days after written notice thereof from COUNTY to LICENSEES specifying the particulars of such default; or if LICENSEES' right to use the Premises is terminated by COUNTY because of LICENSEES' breach of this Agreement, this Agreement shall terminate at the option of COUNTY.

17. **REMEDIES:** In the event of a default or breach by either party, the non-defaulting party may exercise any right or remedy at law or in equity which such non-defaulting party may have by reason of such default or breach including but not limited to the following:

- A. Either party may waive the default or breach in accordance with Section 19, **WAIVER**, herein below.

- B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. Where LICENSEES are the non-defaulting party, LICENSEES may terminate this Agreement and surrender possession.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate or not terminate this Agreement.

18. **WAIVER**: It is understood and agreed that any waiver, expressed or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or any other provision of this Agreement.

19. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEES shall cease and LICENSEES shall quietly leave the Premises and following such vacation shall be relieved of all future liability:

- A. Upon discrimination by LICENSEES in violation of Section 12, NONDISCRIMINATION; or
- B. Upon failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 16, DEFAULT; or
- C. Upon total destruction of the Premises, as provided in Section 22, DESTRUCTION OF THE PREMISES; or
- D. Upon violation of Subsection 1.6, Use/Purpose; or
- E. Upon LICENSEES' failure to pay current and future utilities and/or service charges as provided in Section 5, UTILITIES/SERVICES TO PREMISES; or
- F. Upon the expiration of ninety (90) days written notice given by either party, which notice may be given at any time and without cause as provided in Subsection 1.7 Automatic Extension/ Renewal; or
- G. Upon expiration of the term.

20. **SURRENDER OF PREMISES/DISPOSITION OF PERSONAL PROPERTY**: LICENSEES shall not abandon, vacate, or surrender the Premises at any time during the term of this Agreement and if LICENSEES does abandon, vacate, or surrender said Premises, any trade fixtures and/ or personal property belonging to LICENSEES and left on the Premises more than thirty (30) days after such abandonment, vacation or surrender shall be deemed abandoned and may be disposed of by COUNTY at its sole option. This provision shall also apply to personal property left after the termination or other expiration of this Agreement. LICENSEES shall restore the Premises to its original condition prior to expiration and/or termination of said Agreement.

21. **FIXTURES**: The parties agree that all improvements to, or fixtures installed on the Premises, made or added by either party, except trade fixtures added by LICENSEES that may be removed as hereinafter provided, shall be and become the property of COUNTY upon their being affixed or added to the Premises. Upon expiration and/or termination of this Agreement, LICENSEES may remove such trade fixtures as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

If a loss renders any portion of the Premises unusable, LICENSEES may choose to remain or may terminate this Agreement by written notice to COUNTY. Should LICENSEES choose to remain, COUNTY, at its sole option may repair the Premises or terminate this Agreement.

23. **COMPLIANCE WITH THE LAW:** LICENSEES shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, ordinances, and regulations in effect during the term or any part of the term which regulate the use of the Premises.

24. **COMPLIANCE WITH THE LAW/ CONVEYANCE OF REAL PROPERTY:** COUNTY shall have the right to grant by deed or other real property instrument of conveyance any interest in the Property or Premises in fee or for easements such as public or private utilities and LICENSEES shall not interfere with any such rights granted by COUNTY or with the grantee in such transaction.

25. **AGENCY DISCLOSURE:** LICENSEES acknowledge that the General Services Department, Facilities Services Division of COUNTY, is the agent for the COUNTY exclusively, and is neither the agent for the LICENSEES nor a dual agent in this transaction.

LICENSEES acknowledge that LICENSEES is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

26. **CAPTIONS:** The titles on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

27. **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.

28. **WASTE AND NUISANCE:** LICENSEES shall not commit, nor suffer to be committed, any waste upon the Premises or Property, nor permit any nuisance to exist thereon.

29. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

30. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind LICENSEES and COUNTY to its terms and conditions or to carry out duties contemplated herein.



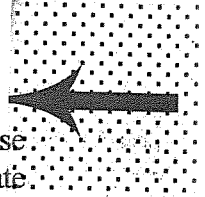
31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

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Project: Growing Solutions at  
Calle Real, SB  
APN: 059-140-023 (Portion)  
Folio: R-215  
Agent: Jeff Havlik



IN WITNESS WHEREOF, COUNTY and LICENSEES have executed this License Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

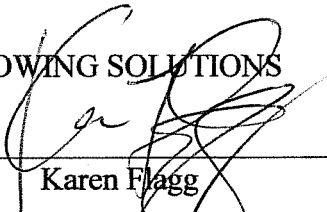
"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

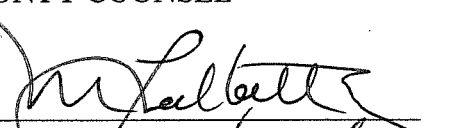
Date: \_\_\_\_\_

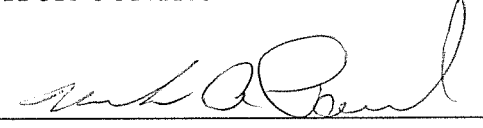
GROWING SOLUTIONS  
By:   
Karen Flagg

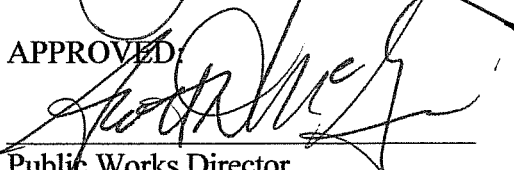
"LICENSEES"  
BIO DIESEL INDUSTRIES  
By:   
Russell Teall

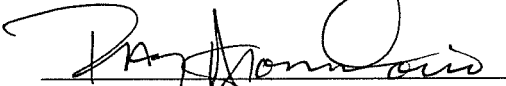
APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: 

By: 

APPROVED:  
  
Public Works Director  
Scott McGolpin

APPROVED AS TO INSURANCE FORM:  
  
Ray Aromatorio  
Risk Program Administrator



SCALE: 1" Approx. 675'

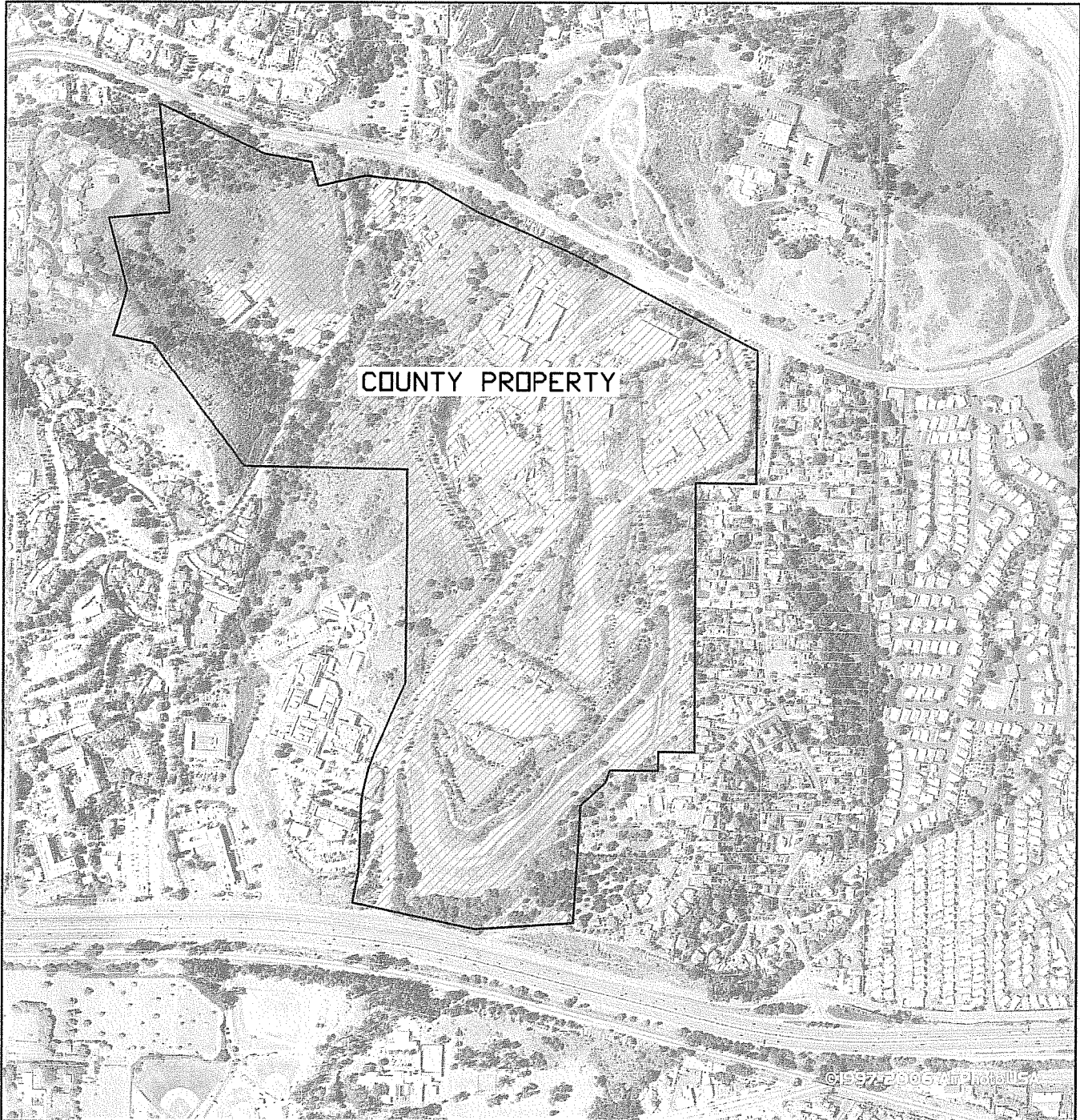


EXHIBIT A



SCALE: NOT KNOWN

CATHEDRAL DAKS RD

APPROXIMATE LEASE AREA

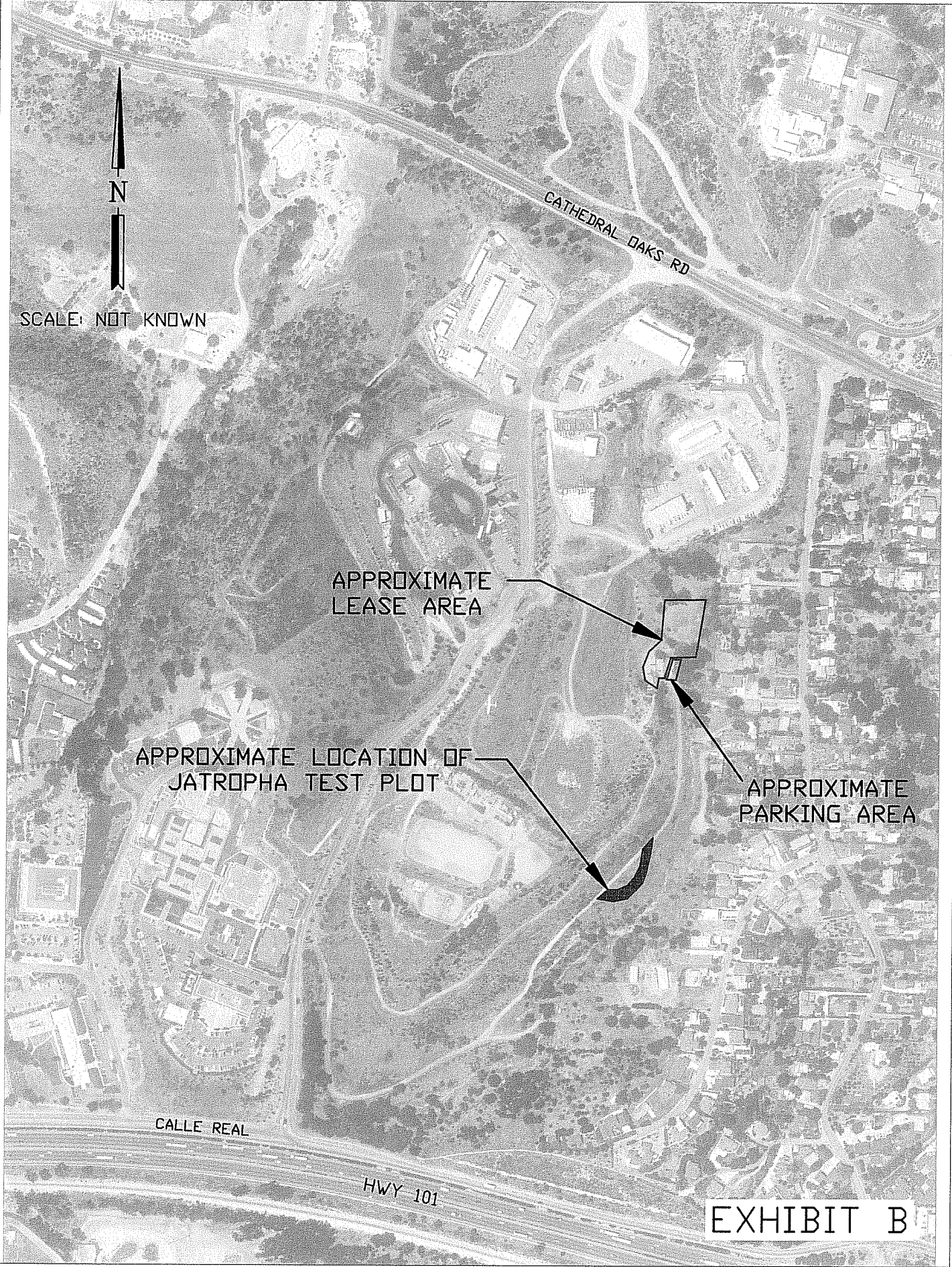
APPROXIMATE LOCATION OF JATROPHA TEST PLOT

APPROXIMATE PARKING AREA

CALLE REAL

HWY 101

EXHIBIT B



## **INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

## **INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.