

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 **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, with an address at **104 WEST ANAPAMU STREET, SUITE 204A, SANTA BARBARA, CALIFORNIA 93101** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein for preparation of Phase One of a **Countywide Recreation Master Plan**.

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

Jeff Lindgren at phone number (805) 568-2475 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Dan Gira** at phone number **(805) 962-0992** 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, e-mail, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jeff Lindgren
County of Santa Barbara Community Services Department, Parks Division
123 E. Anapamu St., 2nd Floor
Santa Barbara, CA 93101
E-Mail: jlindgren@co.santa-barbara.ca.us

To CONTRACTOR: Dan Gira
Wood Environment & Infrastructure Solutions, Inc.
104 W. Anapamu St., Suite 204A
Santa Barbara, CA 93101
E-Mail: daniel.gira@woodplc.com

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 upon Board approval and end performance upon completion, but no later than **June 30, 2021** unless otherwise directed by COUNTY or unless earlier terminated.

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.

1. **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.
 2. **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.
 3. **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.


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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Wood Environment & Infrastructure Solutions, Inc.**

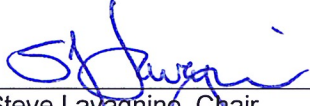
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

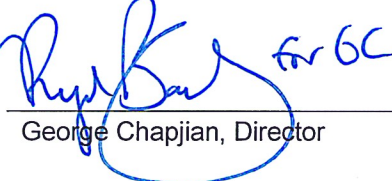
COUNTY OF SANTA BARBARA:

By: 
Steve Lavagnino, Chair
Board of Supervisors

Date: 7-16-19

RECOMMENDED FOR APPROVAL:

Community Services

By:  for GC
George Chapjian, Director

CONTRACTOR:

Wood Environment & Infrastructure Solutions, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Wood Environment & Infrastructure Solutions, Inc.**

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: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

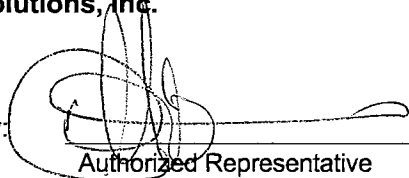
RECOMMENDED FOR APPROVAL:

Community Services

CONTRACTOR:

Wood Environment & Infrastructure Solutions, Inc.

By: _____
George Chapjian, Director

By:  _____
Authorized Representative

Name: Doug McFarling

Title: Principal

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide planning and coordination with the County, other recreational service providers, and the public to develop the Vision Plan as a basis, Phase One, for the Master Plan to be adopted by the County Board of Supervisors. The County envisions this project to be a collaboration involving the County, the eight incorporated cities, state (including school districts) and federal districts and agencies, non-profit organizations (sports leagues, YMCA, etc.), and private recreation-oriented entities (e.g., El Capitan Canyon, Rancho Oso RV & Camping Resort, etc.). The Scope of Work provides main steps for the Phase One Vision Plan development, followed by a description of specific tasks that would occur within the proposed steps as identified in the description of each step.

STEP 1. PROJECT KICK-OFF AND DATA COLLECTION: The kick-off process is critical to successful Vision Plan completion. The purposes of the kick-off meeting are to begin initial goal setting, refine the scope of the Plan, establish team communication protocols and logistics, discuss initial public outreach, develop a program schedule, and plan a series of field visits to selected existing and potential future recreation facilities. A full day may be required for this initial kick-off meeting with possibly two days in the field. Following the kick-off meeting, CONTRACTOR shall facilitate up to two (2) additional workshops to further refine goal setting, program scope, and public outreach approaches.

Deliverables: Kick-off meeting, two (2) workshop meetings, and field visit agenda; initial list of questions/data request; draft comprehensive schedule; meeting summary(ies), including description of action items; memorandum summarizing field visit notes; and photo documentation.

STEP 2. PUBLIC OUTREACH. The public outreach process is critical in engaging the community throughout the Vision Plan preparation process, particularly as part of the parks and recreation needs assessment. Following the kickoff and workshop meetings, CONTRACTOR shall create a Public Outreach Plan and develop a countywide list of potentially interested parties. CONTRACTOR shall obtain early feedback from interested parties and key stakeholders to minimize the potential for project delays and unforeseen issues arising late in the planning process. CONTRACTOR shall receive, tabulate, and record all verbal comments and letters during stakeholder meetings and early workshops to ensure that the Vision Plan addresses these concerns. CONTRACTOR shall continue public outreach throughout development of the Vision Plan (Figure 5). Details of the public outreach process are discussed under Task 3 below.

Deliverables: Initial Deliverables: Comprehensive Public Outreach Plan. Additional deliverables are discussed in Task 3 below (MS Word and PDF).

STEP 3. ADMINISTRATIVE DRAFT COUNTYWIDE RECREATION VISION PLAN. CONTRACTOR shall prepare an Administrative Draft Vision Plan that integrates and publishes information and findings developed under Task 1 (Overview and Demographics), Task 2 (Inventory), Task 3 (Public Outreach, and Task 4 (Needs Assessment). The Vision Plan must integrate goals, objectives, policies, and actions developed through public outreach and stakeholder meetings, supported by findings based on investigations of Tasks 1, 2, and 4, and culminate in recommendations more fully described under Task 5 (Recommended Park and Recreation Improvements). Finally, CONTRACTOR shall prepare maps, plans, and other supporting figures to both enhance public understanding during the review process and serve as adopted exhibits as part of the future Master Plan.

Deliverables: Electronic versions of the Administrative Draft Vision Plan in MS Word and PDF formats for County staff review. One round of review would occur.

STEP 4. PUBLIC DRAFT COUNTYWIDE RECREATION VISION PLAN. CONTRACTOR shall revise the Administrative Draft Vision Plan based on internal review by the County to develop the Public Draft Vision Plan, including a digital screencheck copy for final County review prior to publication. The screencheck review ensures incorporation of all County comments. The County will distribute and notice the Public Draft Vision Plan.

Deliverables: Electronic versions of the Public Draft Vision Plan in MS Word, PDF print and PDF website formats and ten (10) hardcopies of the Draft Recreation Vision Plan for County review.

STEP 5. FINAL COUNTYWIDE RECREATION VISION PLAN. Upon receipt of comments by agencies, districts, stakeholders, and other members of the public, CONTRACTOR shall prepare a Final Recreation Vision Plan to serve as the basis for the Master Plan, including a digital screencheck copy for final County review prior to public release. All public comments shall be included as part of the technical appendices. The County will distribute and notice the Final Recreation Vision Plan.

Deliverables: An electronic version of the Final Recreation Vision Plan in MS Word and PDF print and website formats and ten (10) hardcopies of the Final Recreation Vision Plan with accompanying technical appendices (CDs, PDF format).

Task 1: Overview of Santa Barbara County – Demographics

Santa Barbara County is a geographically diverse County with over 400,000 residents that live in eight different cities and more than a dozen unincorporated communities ranging from large suburban communities such as Orcutt and the East Goleta Valley to small rural farming towns such as Sisquoc and Los Alamos. The County can generally be divided into 10 different regions with the Santa Maria, Lompoc, San Antonio (Los Alamos), Cuyama and Santa Ynez Valleys considered lying north of the Santa Ynez Mountains and considered the North County. Lying south of the Santa Ynez Mountains and extending for more than 50 miles along the shoreline, the Gaviota Coast, Goleta Valley, City of Santa Barbara, Montecito, and Carpinteria Valley comprise the South County. To provide the necessary framework for the Master Plan, the CONTRACTOR shall develop a Vision Plan that shall provide a demographic overview of the County to include:

- A brief introduction to the geographic and physical setting of the County to support recreational analysis and recommendations as they may apply to distinct subareas and separate communities within the County
- A brief history of the County, with any notable recreation-related highlights of individual regions
- An overview of the County's eight incorporated cities and unincorporated communities, including brief descriptions of key recreation-related features of each City or community
- A review of the County's demographic characteristics, including:
- Overview of existing and recent past population of the cities and County displayed in tables and supported by brief discussion and analysis, with emphasis on population growth.
- Detailed discussion and analysis of household characteristics described in terms of total households, family households, non-family households, household size, senior households and those with children under 18. Households would be further broken down countywide and by each city and unincorporated communities (to the extent supported by census and other readily available data).
- A review of home ownership and occupancy characteristics including number and percentage of owner and renter occupied units countywide and by each city and unincorporated community (to the extent supported by census and other readily available data).
- A review of educational and income data to inform recreational planning, including educational attainment countywide and by each city and unincorporated community (to the extent supported by census and other readily available data).
- A description of ethnicity and cultural identity to support recreation planning as it may affect population's expectations about recreational activities, nature, family, social events, and interactions with government agencies. Ethnicity and cultural identity would be described countywide and by each city and unincorporated community (to the extent supported by census and other readily available data).
- Since age class can strongly affect recreational needs as well, with demand for parks and recreation in communities with younger populations differing from those with older populations, age class analysis shall be provided for different age groups (e.g., 5-18 years of age, 65 and older) countywide and by each city and unincorporated community (to the extent supported by census and other readily available data).
- A concise report and summary of major findings shall be provided, including a countywide, regional and city/community overview; the summary shall note any possible trends or demographic composition (e.g., age, household composition, cultural identify, etc.) that might affect recreational planning in the different regions or communities.

Deliverables: Report summarizing key demographic information to inform recreation needs/under-served communities in Santa Barbara County (Draft & Final)

Task 2: Existing Park & Recreation Facilities Inventory

CONTRACTOR shall develop a comprehensive inventory of existing parks and recreation facilities in the County that includes the location, size, and assets of all park and recreation facilities in the County, including, an assessment of conditions and functionality. CONTRACTOR shall also provide an overview of all recreational programs and services. CONTRACTOR shall work with recreational providers across the County to obtain data on existing facilities and programs, review prior studies and plans, interview stakeholders, complete a GIS analysis, and conduct field visits as part of Task 2. The inventory shall include the facilities and capacity of each amenity, accessibility, general condition, and level of service. CONTRACTOR shall also prepare maps, figures, and tables to identify where existing parks, trails, and recreation facilities are located and distributed. The inventory shall be georeferenced in a GIS. In addition, CONTRACTOR shall establish a comprehensive inventory of current recreational plans, including relevant general or community plans, master plans, and other park and recreation and park documents that guide acquisition, development and maintenance of the park and recreation network. This inventory shall help determine the strengths and challenges within the recreation system in the County. The Existing Park and Recreation Facilities Inventory shall:

- Introduce the general types and functions of recreational facilities based upon accepted national, state, and local standards
- Describe existing park and recreation facility classifications utilized by local, state and federal agencies, including definitions, roles and uses for facilities such as neighborhood parks, community parks, regional parks, historic parks/assets, special use facilities, natural/ passive open space areas, trails and community centers, libraries, pools and sports complexes
- Inventory existing park and recreation facilities in the County, including classification, facilities, size, managing agency, location and existing conditions. Use tables, maps and graphics to describe and depict all parks and recreation facilities in the County and simply convey such information.
- Photo-document existing park and recreation facilities, including ground photos and, where drone camera use is available and feasible, aerial/oblique photography.
- Provide a detailed description and assessment of all participating local agency facilities, existing facility conditions, identified maintenance backlog and any proposed or pending improvements. Include both facilities that are free and open to the public and those available by reservation only and briefly describe any associated fee structures for such facilities
- Provide an overview of other recreational facilities including those owned or operated by nonprofit or private recreational service providers (e.g., YMCA, El Capitan Canyon, etc.), school districts, fairgrounds, churches, and state parks and federal lands
- Detail existing adopted local agency standards for acceptable or targeted ratios of parkland and other facilities to population or recreational needs, including active and passive parkland, trails, active recreation facilities such as pools or gyms and libraries
- Describe existing recreation programs and service providers, including established partnerships and programs between with local agencies and those of local agencies with nonprofit and private recreational service providers, fairgrounds, school districts, churches, and state and federal agencies. Use tables and appendices as appropriate to list and describe the dozens of recreational service providers in the County, including school districts, adult and youth sports leagues, outdoor organizations, youth and senior activity organizations, etc.
- Provide a concise summary of key findings, including a countywide and regional overview (e.g., Santa Ynez Valley) and details broken down by jurisdiction, along with summaries of major issues (e.g., unfunded maintenance backlog, key facility needs).

Deliverables: Countywide Park and Recreation Facilities Inventory (Draft & Final)

Task 3: Initial Public Outreach Program

CONTRACTOR shall conduct initial public outreach activities that shall identify: recreational resources, facilities, and providers; public use and any issues concerning existing resources and facilities; and unmet recreational needs both countywide and within individual regions, cities and communities. CONTRACTOR's public outreach efforts shall include gathering of diverse public input (e.g., including youth, elder, minority, special needs populations); understanding of public needs; identifying where such needs are met or deficient; integrating public input into the Vision Plan, including its goals, objectives, and actions; and establishing a stakeholder list to use throughout the public hearing process for the future Master Plan. The Public Outreach Plan (POP) for the Vision Plan shall include:

- Development of a Public Outreach Plan (POP) early in the process to establish public and community engagement protocols, including methods of public participation (e.g., survey, public workshops, brochures, etc.). The POP shall detail measures to engage stakeholders and establish project milestones along a proposed timeline to guide the outreach effort and shall include approaches taken to notify stakeholders for public meetings and interagency coordination. The POP shall be subject to review and approval by the County.
- Identification of stakeholders who may have interest in the project, including recreation providers within the County, community recreation organizations (e.g., sports leagues, outdoor organizations, etc.), recreation and outdoor oriented businesses, and potentially complementary activities, such as wine, brewing, and craft food industries. CONTRACTOR shall also reach out to disadvantaged communities and underserved communities, including provision of Spanish versions of public information where appropriate.
- Outreach strategies shall include public outreach meetings, online surveys, use of social media (e.g., Facebook, Snapchat, Instagram, etc.), pop-up booths at key recreational facilities or events (e.g., sporting events), and focus group interviews as set forth below:
- Initial public outreach meetings shall be held within each of the County's regions to facilitate broad-based public input. CONTRACTOR shall use a world café format with tables, poster boards, comment cards and other outreach materials. All comments received shall be recorded and tabulated.
- CONTRACTOR shall develop a website and/ or an amended County web page for the project that could be hosted on the County websites. The website shall include an online survey that shall be developed with an accessible set of recreational needs questions, with questions targeted on both youth and adult recreation, including issues such as active parks, passive or natural open space, trails, community centers, special use facilities, etc.
- Social media outreach shall include building upon established agency Facebook pages or establishment of a new Facebook page; CONTRACTOR shall also use Instagram and Snapchat to assist targeting of youth audiences.
- Youth surveys and input on issues such as recreation preferences, demand for special recreational facilities, accessibility of recreation facilities and transportation issues, demand for after school programs. CONTRACTOR shall record community of residence of respondents, priorities for park and recreation improvements, and preferred communication media.
- Surveys to seek adult information such as community of residence, awareness of recreation program information, adult or family participation in existing recreation programs, media-communication preferences, demand for typical or special park and recreation facilities, priorities for park and recreation improvements, and preferences on recreational improvement funding options.
- Stakeholder interviews shall be held with key recreational service providers such as staff from local, state and federal agencies, school districts, youth and adult sports leagues, outdoor recreation organization, business community interests, open space or conservation organizations, senior citizen service organizations, churches, private recreation service providers, etc.
- Results of all outreach efforts shall be summarized in the Vision Plan with details provided in an appendix.

Deliverables:

- Stakeholder list including a database of agencies, stakeholders, and other key organizations to be updated throughout the project. This list shall be used to notify stakeholders and the broader public of meetings and project updates.
- POP that provides well-organized and directed activities, techniques and formats that ensures that a positive, open and proactive public participation process is achieved. The POP shall provide recommendations about the format of meetings, information to be presented and meeting materials.

- Minimum of four (4) public workshops (e.g., two [2] in North County and two [2] in South County). A summary report following each public meeting, including a summary of outreach activities conducted, a compilation of comments received, and key issues organized by topic area. These meetings shall be scheduled to optimize public participation and may occur on weekends.
- Minimum of four (4) focus group and stakeholder interviews, including summary report of interviews.
- Web Survey designed to engage residents and solicit feedback on recreation needs.
- Social media calendar and content.
- Outreach materials including Fact Sheets, brochures, and information boards.

Task 4: Recreational Needs Assessment

CONTRACTOR shall conduct a programmatic recreational needs assessment to address current gaps in recreation and park amenities and projected needs to inform efficient future countywide recreation planning efforts, coordination, and cooperative funding mechanisms. CONTRACTOR shall evaluate and include data from the public outreach effort; local, state and national park and recreation standards; adequacy of existing facilities and programs; and data concerning existing demographic characteristics and trends in this assessment. CONTRACTOR shall perform the following investigations under this task:

- Review level of service (LOS) standards for recreation, based on standards developed by the National Recreation and Park Association (NRPA), as well as available local agency standards for existing and desired ratios of park and recreation land to population
- Evaluation of the adequacy of programs, services, and maintenance funding to meet the applicable recreation standards.
- Comparison of data from public outreach with existing and planned recreational facilities and programs to determine the adequacy of existing and planned facilities and programs to meet demand.
- Evaluation of how well the location and condition of facilities meet the needs of the community, based on a range of factors such as age, population trends, convenience, connectivity to neighborhoods, trails and bike paths, safety, and comfort.
- Evaluation of the adequacy of recreational facilities countywide, by region, within each city and unincorporated community based on public outreach results, adopted standards and review of existing and planned facilities and programs.
- Review of land use and GIS mapping analysis to determine underserved areas for parks and passive and active recreation.
- Review of planned and pending improvements, acquisitions, and programs identified in adopted plans, pending applications, etc., including the any recreational master plans, general plans and capital improvements plans.
- Review of accessibility indicators to determine if parks and recreation facilities provide opportunities for persons with disabilities, and any transportation (e.g., walking, bike paths, transit, parking, etc.), communication (e.g., signage, language, etc.), or socioeconomic factors that could be barriers to access or limit the use of parks and recreation facilities.
- Identify and tabulation of key unmet recreational needs countywide, by region, city, and community; identified special needs population sectors; for all types of park and recreational facilities and programs based the above analyses.

Deliverables: Recreational Needs Assessment (Internal Draft & Final)

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$169,999.
- B. 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 **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE a monthly 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 **Attachment 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.
- D. 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.

Wood Environment & Infrastructure Solutions, Inc.

Attachment B1

(Wood reserves the right to move budget between tasks)

CLIENT: County of Santa Barbara
PROJECT: Countywide Recreation Vision Plan
Date of Estimate: May 28, 2019

Not-to-Exceed Cost Estimate based on Time & Materials

DIRECT LABOR -	TITLE	NAME	RATE	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TOTAL PROJECT			
				HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT
Professional Level 620	Project Principal	Dan Gira	\$190.00	20	\$3,800	24	\$4,560	2	\$380	6	\$1,140	14	\$2,660	0	\$0	16	\$3,040	6	\$1,140	88	\$16,720
Professional Level 616	Project Manager	Erka Leachman	\$140.00	26	\$3,640	48	\$6,720	8	\$1,120	12	\$1,680	20	\$2,800	0	\$0	28	\$3,940	12	\$1,680	152	\$21,280
Professional Level 615	Deputy Project Manager	Julia Pijo	\$105.00	28	\$2,940	48	\$5,040	10	\$1,050	28	\$2,940	30	\$3,150	0	\$0	40	\$4,200	12	\$1,260	196	\$20,580
Professional Level 620	QA/QC Technical Lead	Rita Bright	\$160.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$960	6	\$960	12	\$1,920
Professional Level 609	Planner III	Marie Laule	\$90.00	20	\$1,800	32	\$2,880	4	\$360	12	\$1,080	30	\$2,700	0	\$0	18	\$1,620	40	\$3,600	136	\$14,400
Professional Level 608	Planner III	Taylor Lane	\$85.00	0	\$0	12	\$1,020	8	\$680	12	\$1,020	16	\$1,380	0	\$0	16	\$1,380	0	\$0	56	\$4,480
Professional Level 604	Planner I	Matt Buggert	\$80.00	0	\$0	12	\$960	0	\$0	12	\$960	16	\$1,280	0	\$0	30	\$2,400	0	\$0	70	\$5,440
Professional Level 605	Planner I	Mattas Esteban	\$75.00	0	\$0	12	\$900	0	\$0	12	\$900	16	\$1,200	0	\$0	30	\$2,250	0	\$0	70	\$4,800
Professional Level 609	Subcontract/Procurement	Hannah Thomas	\$70.00	0	\$0	12	\$840	0	\$0	12	\$840	16	\$1,120	0	\$0	30	\$2,100	0	\$0	70	\$4,900
Professional Level 610	Project Administrator	Caro Shore	\$85.00	4	\$340	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$340
Administrative Level 807	Administrative	Rosann Malloch	\$100.00	8	\$800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$800
		Rita Samaniego	\$65.00	8	\$520	10	\$650	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$1,170
	TOTAL DIRECT LABOR			114	\$13,840	210	\$23,570	32	\$3,590	106	\$10,560	158	\$16,270	0	\$0	198	\$20,450	76	\$8,640	894	\$96,920
SUBCONTRACTORS:																					
Design Workshop	Park Design + Planning	Rebecca Hill			\$2,000		\$1,000		\$18,000		\$16,000		\$5,000		\$0		\$0		\$0	0	\$42,000
Dustin Pearce	Geographic Information Systems (GIS)		\$100.00	8	\$800	5	\$500	10	\$1,000	30	\$3,000	18	\$1,800	0	\$0	10	\$1,000	9	\$900	90	\$9,000
Grayson Hittle	Graphic Design, Photography, Document Publication		\$52.00	12	\$624	22	\$1,144	0	\$0	20	\$1,040	0	\$0	0	\$0	40	\$2,080	16	\$832	110	\$5,720
Deirdre Sites	Cartography		\$76.00	4	\$304	4	\$304	4	\$304	16	\$1,216	4	\$304	0	\$0	12	\$912	4	\$304	48	\$3,648
Subtotal Subcontractors				24	\$3,728	31	\$2,948	14	\$19,304	66	\$21,256	22	\$7,104	0	\$0	62	\$3,992	29	\$2,026	248	\$60,368
Subcontractor Markup					\$298		\$236		\$1,544		\$1,700		\$568		\$0		\$319		\$163	0	\$4,829
	TOTAL SUBCONTRACTORS				\$4,026	31	\$3,184	18	\$20,848	66	\$22,956	22	\$7,672	0	\$0	62	\$4,311	29	\$2,199	228	\$55,197
OTHER DIRECT COSTS:																					
Shipping					\$0		\$150		\$0		\$0		\$0		\$0		\$50		\$50		\$250
Reproduction	(\$50 per hard copy, \$0.4 per color page, large-format at cost)		\$50.00		\$150		\$1,500		\$0		\$0		\$0		\$0	10	\$500		\$500		\$2,650
Travel	Mealage reimbursed at \$0.54/mile		\$0.54	800	\$432	1,500	\$810		\$0	240	\$130		\$0		\$0		\$0		\$0		\$1,372
Per Diem	Reimbursed for meeting/workshop days up to \$16/day per person		\$76.00	12	\$912	16	\$1,216		\$0		\$0		\$0		\$0		\$0		\$0		\$2,128
Subtotal ODCs					\$1,494		\$3,676		\$0		\$130		\$0		\$0		\$550		\$550		\$6,400
ODCs Markup	8%				\$120		\$294		\$0		\$10		\$0		\$0		\$44		\$44		\$512
	TOTAL ODCs				\$1,614		\$3,970		\$0		\$140		\$0		\$0		\$594		\$594		\$6,912
Office Administration	1.0%	(labor only)			\$138		\$236		\$36		\$106		\$163		\$0		\$205		\$205		\$86
	PROJECT ESTIMATE			114	\$19,618	210	\$30,960	32	\$24,474	106	\$33,782	158	\$24,105	0	\$0	198	\$25,560	76	\$11,519	894	\$166,999

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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, his agents, representatives, employees or subcontractors.

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 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 and volunteers 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, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers 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. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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 five (5) 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 five (5) 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.