

# ATTACHMENT A

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter, "Agreement") is made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter, "SBCAG") and the Community Environmental Council (CEC), having its principal place of business at 26 West Anapamu Street, Santa Barbara, CA 93101, and (hereafter, "CONTRACTOR" or "CEC"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and SBCAG agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR was selected through a competitive bidding process with proposal reviewers representing SBCAG, Santa Barbara County Planning and Development, and the Santa Barbara Metropolitan Transit District; and

**WHEREAS**, SBCAG is utilizing Senate Bill 1 Sustainable Communities Formula funds, a State of California funding source, for this project; and

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by SBCAG and SBCAG 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 REPRESENTATIVES.** Michael Becker at phone number 805-961-8912 is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. Sigrid Wright at phone number 805-963-0583 ext. 109 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 first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments  
260 North San Antonio Road, Suite B  
Santa Barbara, CA 93110  
Attention: Marjie Kirn, Executive Director

To CONTRACTOR: Community Environmental Council  
26 West Anapamu Street  
2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

Attention: Sigrid Wright, Executive Director and CEO

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, 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 SBCAG in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2019 and end performance upon completion, but no later than August 31, 2021 unless otherwise directed by SBCAG or unless earlier terminated.

The Executive Director of SBCAG may extend the period of performance of this Agreement for a period of one year by giving written notice of extension to CONTRACTOR.

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 SBCAG and which is delivered to the address given in Section 2, **NOTICES**, above, following completion of the increments identified in Exhibit B. Unless otherwise specified in 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 SBCAG and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SBCAG. Furthermore, SBCAG shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, SBCAG 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 SBCAG 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 SBCAG 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 SBCAG 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 SBCAG pursuant to this Agreement shall be prepared in a professional 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 SBCAG'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 SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local 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. SBCAG shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse SBCAG 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. CONTRACTOR shall provide its social security number or tax identification number to SBCAG, which SBCAG shall keep on file at its offices.

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 SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by CONTRACTOR if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG to CONTRACTOR in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** SBCAG 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 SBCAG.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to SBCAG 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 herein as "Copyrightable Works and Inventions").

SBCAG 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 reports, data, documents or other materials prepared under this Agreement. 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 SBCAG against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property 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 SBCAG in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

12. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use SBCAG's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use SBCAG's name or logo in any manner that would give the appearance that the SBCAG is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of SBCAG's. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the SBCAG or its projects without obtaining the prior written approval of SBCAG.

13. **SBCAG PROPERTY AND INFORMATION.** All of SBCAG's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain SBCAG's property, and CONTRACTOR shall return any such items whenever requested by

SBCAG 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 SBCAG property, documents, or information without SBCAG 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 practices. SBCAG 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 State Auditor General 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 review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by SBCAG 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 SBCAG, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive agreement and that SBCAG 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 SBCAG 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 SBCAG and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

A. **By SBCAG.** SBCAG may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for SBCAG's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** SBCAG 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 SBCAG, 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 SBCAG 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 local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify CONTRACTOR of such occurrence and SBCAG 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, SBCAG 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, SBCAG may, at SBCAG'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 SBCAG 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.** Except where SBCAG withholds payment pursuant to other terms of this Agreement, should SBCAG 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 SBCAG within thirty (30) days of written notice to SBCAG of such late payment.

C. **Upon termination**, CONTRACTOR shall deliver to SBCAG 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 SBCAG may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, SBCAG 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 SBCAG such financial information as in the judgment of SBCAG 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 SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG 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 SBCAG 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 SBCAG 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 SBCAG shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SBCAG.



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 SBCAG, State and Federal ordinances and statutes, including regulations 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 SBCAG is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and SBCAG.

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 numbered sections shall prevail over those in the Exhibits.

33. **SUSPENSION FOR CONVENIENCE.** SBCAG may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

### **SUBCONTRACTING**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SBCAG and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to SBCAG for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from SBCAG's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SBCAG's Designated Representative, except that, which is expressly identified in Exhibit A.

D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by SBCAG's Designated Representative prior to the start of work by the subcontractor(s).

*(Signatures on following page)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date when fully executed by both parties.

**ATTEST:**

Marjie Kirn  
SBCAG Executive Director  
Clerk of the Board

**SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS:**

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

By: \_\_\_\_\_  
Alice Patino  
Chairperson  
Board of Directors

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

**CONTRACTOR:**

Community Environmental Council

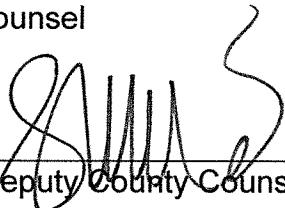
By: \_\_\_\_\_  
Authorized Representative

Name: Sigrid Wright

Title: Executive Director and CEO

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

## EXHIBIT A

### Scope of Services

Contractor agrees to provide SBCAG assistance in planning for and conducting public outreach in support of the development of the region's Sustainable Communities Strategy ("project"). The scope of services includes a task to support ongoing project management and administration, followed by four additional tasks that are aligned with the four phases of the proposed public outreach process. These four phases include:

- Phase 1 – **Outreach Planning & Design**
- Phase 2 – **Community Foundation Building**
- Phase 3 – **Broad Community Engagement**
- Phase 4 – **Participatory Planning Phase**

All outreach materials, including any presentations, will be delivered in both Spanish and English languages. Translation and interpretation between Spanish and English languages will be provided for all engagement events. Additional translation and interpretation may be provided in Mixtec if needed and as resources for the project permit.

The CONTRACTOR, Community Environmental Council, will employ two subcontractors, Just Communities and the Central Coast Alliance for a Sustainable Economy (CAUSE) in the performance of this Agreement. The CONTRACTOR is responsible for executing agreements with subcontractors and coordinating and managing the work of subcontractors. Subcontractors are not party to this Agreement. Regardless of assignment to a subcontractor, CONTRACTOR agrees it is fully responsible to SBCAG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR.

#### **Task 0.0 Project Management**

The CONTRACTOR will conduct a kickoff meeting and periodic coordination meetings with SBCAG. The CONTRACTOR will perform all administrative activities associated with this Agreement.

**Subtask 0.1 Kickoff Meeting:** CONTRACTOR will meet with SBCAG to finalize and execute this Agreement for the scope of services and make updates to the project timeline as needed, upon written approval by the Designated Representative. CONTRACTOR will review SBCAG's Public Participation Plan and suggest recommendations for amendments as necessary.

- Deliverables:
  - Executed contract agreements and project work plan

**Subtask 0.2 Project Coordination Meetings:** CONTRACTOR will meet with SBCAG on a recurring basis after the kickoff meeting to support project coordination and to ensure consistency with technical elements of the Sustainable Community Strategy (SCS) updates; coordination meeting will be held at least one time each month after the kickoff meeting until November 2020, with the exception of May 2020 since a special review and evaluation meeting will be held with the full project team for that month (see Subtask 3.4).

- Deliverables:
  - Meeting agendas and minutes

**Subtask 0.3 Ongoing Project Management:** CONTRACTOR will conduct ongoing project management activities, including project team meetings, collaboration with SUB-CONTRACTOR, progress tracking, and monthly invoicing and reporting for services rendered. A framework for iterative project review and evaluation will be developed to help the project team and SBCAG adapt outreach services to emerging project needs or opportunities. CONTRACTOR will develop a position description and employment agreements for Community Ambassadors (see Subtask 2.2). CONTRACTOR's Project Manager and Project Coordinator will provide administrative services to hire, conduct onboarding, and manage each Community Ambassador supporting the project. CONTRACTOR will hire two Community Ambassadors will be paid on a twice-monthly basis with a cap of 100 billable hours for the project (subtask 2.2).

- Deliverables:
  - Evaluation framework including KPIs, metrics, and key outcomes
  - Position description, draft internship agreements, and financial statements documenting payments for Community Ambassadors
  - Project reporting and updates

## **Task 1.0 Outreach Planning and Design Phase**

At the outset of the project, CONTRACTOR will use a stakeholder mapping process to identify key community-based organizations for engagement. CONTRACTOR will develop engagement tools and create preliminary designs of community outreach materials. Special attention will be given for Spanish-language outreach and engagement activities. CONTRACTOR will provide preliminary material designs, outreach tools, and refined outreach plans to SBCAG staff for review and approval. CONTRACTOR may use a subcontractor for Task 1.0.

**Subtask 1.1 Stakeholder Mapping:** CONTRACTOR will conduct a stakeholder mapping process to identify community groups and key stakeholders for targeted outreach and engagement. The project team will place special emphasis on identifying stakeholders that can provide relational bridges to our region's most-impacted "disadvantaged" communities, hard-to-reach groups, and marginalized residents so that they can be directly engaged. Findings

from the stakeholder mapping process will inform the targeted engagement that CONTRACTOR conducts for Subtask 2.1.

- Deliverables:
  - List of stakeholders and community groups for engagement

**Subtask 1.2 Outreach Tools & Materials Design:** CONTRACTOR will refine outreach strategies and develop preliminary engagement tools and outreach materials for multilingual listening sessions, as well as draft concepts for participatory workshop activities.

- Deliverables:
  - Draft multilingual outreach materials including but not limited to printed flyers and posters, text message notices, email announcements, and press releases

**Subtask 1.3 “One Room, Many Voices” Workshop:** CONTRACTOR will deliver a training workshop that introduces language access and explores best practices for working with interpreters and translators to plan inclusive and effective multilingual meetings, events and spaces. SBCAG staff will participate in the workshop along with all members of the contractor team. CONTRACTOR will assemble a team of facilitators to deliver the program curriculum; develop curriculum necessary for the program, including handouts and worksheets; and provide a list of necessary program supplies, per future mutual agreement with CONTRACTOR. SBCAG or CONTRACTOR will provide a meeting spaces to comfortably seat all participants and with the ability to rearrange seating for table work and discussion circles. The workshop space will include a screen and projector. CONTRACTOR will conduct outreach, recruit, and communicate with participants for the workshop and provide CONTRACTOR with information to tailor the workshop (i.e. services information, local data, and lists of activities underway to promote equity). CONTRACTOR may use a subcontractor to complete subtask 1.3.

- Deliverables:
  - Multilingual workshop materials, presentations, and notes

**Subtask 1.4 Website & Notification Tool Development:** The CONTRACTOR will use Mailchimp and SimpleTexting to create a notification tool that will be integrated with the project website. The notification tool will enable members of the public to provide a single request to receive notices, information, and updates about the 2021 SCS as required under SB 375. Notification options will include but not be limited to text message and emails, and individuals will have the ability to request notices in either English or Spanish. The notification tool will be launched with a dedicated project website, which will be similar in scope to the Clean Energy 805 website but include separate landing pages for Spanish & English languages. The project website will be developed and managed in consultation with SBCAG and CONTRACTOR’s subcontractors. The notification tool for the project will be integrated with the project website and include a means of signing up for project updates and notifications. CONTRACTOR will conduct beta-testing for the notification tool and website prior to their launch.

- Deliverables:
  - A multilingual website with landing pages for Spanish- & English-language speakers (similar in scope to CleanEnergy805.org)
  - Email and text notification tool integrated with the project website

## **Task 2.0 SCS Community Foundation Building Phase**

In this phase of work, CONTRACTOR will set the foundations for robust community outreach with a focus on building key relationships through one-on-one meeting with community-based organizations and hiring Community Ambassadors who will support direct outreach in local communities.

**Subtask 2.1 Engagement Network Development:** CONTRACTOR will meet one-on-one with at least six community-based organizations to strengthen relationships and create social bridges that connect the project team with the diverse groups that our region's community-based organizations are serving. The goal is to build alliances with community-based organizations that are community "connectors", so they can help us identify potential Community Ambassador candidates (see Subtask 2.2), set up listening sessions with local groups (see Subtask 3.2), and share information with the community about participatory workshops (Subtask 4.3). Priority will be given to community-based organizations that support grassroots organizing and engagement in our most-impacted communities and that serve hard-to-reach or marginalized groups. CONTRACTOR will conduct at least three one-on-one meetings with community groups in the North County region and at least three meetings with community organizations in the South County region. SBCAG staff will be invited to participate in all one-on-one meetings to support relationship development with their agency.

- Deliverables:
  - Outreach tracker documenting meetings and engagement partners for the project

**Subtask 2.2 Community Ambassador Hiring & Training:** CONTRACTOR will hire two paid Community Ambassadors who will support direct outreach to their local communities for the project, with special emphasis on the region's most-impacted "disadvantaged" communities, hard-to-reach groups, and marginalized stakeholders. Notices and position descriptions for Community Ambassadors will be widely distributed and posted online. SBCAG will have the option to appoint a third-party to support the hiring process and help select the best candidates to be hired on as Community Ambassador. Formal employment agreements will be executed with both Community Ambassadors, who will be paid by CONTRACTOR for their support of direct community outreach activities. One Community Ambassador will be based in the North County region, and another Community Ambassador will be based in the South County region. If the project team is unable to hire two Community Ambassadors for any reason, the funding for Community Ambassador hours will be reallocated to a current or new subcontracted partner or partners that can directly support grassroots SCS outreach efforts, upon SBCAG's

approval and concurrence of the new subcontracted partner(s). SBCAG will have the option to appoint a third-party to support CONTRACTOR's selection of any new subcontracted partners.

- Deliverables:
  - Executed work agreements for two Community Ambassadors

### **Task 3.0 Community Engagement Phase**

CONTRACTOR will lead a community-based engagement and marketing campaign to inform community members about the SCS update, share multilingual information, and promote engagement in listening sessions. CONTRACTOR will conduct community listening sessions focused on land-use planning, transportation needs, and intersecting socioeconomic factors. Findings from the listening sessions will be reviewed and analyzed for presentation at a meeting with SBCAG staff. Listening session input will be collected, analyzed, and summarized to help SBCAG refine SCS goals and objectives, as well as inform SCS scenario development. CONTRACTOR will arrange for one of their Translation & Interpretation Specialists to provide translation and interpretation services at the listening sessions and to translate Spanish-language input into English. A review and evaluation session will be conducted at the end of this phase to support project management and adapt outreach approaches to emerging needs or new insights. CONTRACTOR may use a subcontractor for Task 3.0.

**Subtask 3.1 Community-based Engagement & Marketing Campaign:** CONTRACTOR will lead a community-based engagement and marketing campaign to inform community members about the SCS update and highlight the project website; to encourage members of the public and key stakeholders to sign up for project notifications; and to promote listening sessions and collect input that will support updates to the SCS vision, goals, and land-use scenario development. CONTRACTOR will share information and promotions through multiple channels (e.g. community flyers, radio announcements, press releases) to support broad public awareness. Notices to inform community members about listening sessions will be in both Spanish and English languages, with CONTRACTOR providing translation services for all materials. CONTRACTOR's Community Ambassadors will provide on-the-ground support to share targeted information about listening sessions with their network and help coordinate sessions with community groups. Community-based outreach tactics will include but not be limited to strategic distribution of flyers and posters, attending community group meetings to make announcements, and engaging with community-based leaders who can share information with their networks. CONTRACTOR will help set up listening sessions with their community organizing staff, share information about SCS updates with their network, and promote engagement from other community groups. Contractor may use a subcontractor for Subtask 3.1.

- Deliverables:
  - Multilingual outreach materials including but not limited to printed flyers and posters, text message notices, email announcements, and social media posts



**Subtask 3.2 Community Listening Sessions:** CONTRACTOR will work with Community Ambassadors to convene and facilitate at least four community listening sessions. The listening sessions will begin with a presentation from the project team on key elements of the 2021 SCS update and the previous 2017 SCS update, so listening session participants have context and can provide relevant insights during the listening period. The listening period will consist of a series of questions that the project team asks participants to answer. The line of question will focus on understanding how transit-oriented development, land-use planning, transportation planning, jobs access, and housing development affect our communities. Listening sessions will also explore intersectional issues related to gentrification, transportation equity, housing insecurity, and socioeconomic factors. At least two listening sessions will take place in the North County region and at least two listening sessions will take place in the South County region; additional listening sessions may be conducted if resources permit. Listening sessions will focus on meeting stakeholders where they are at and will bring outreach to existing grassroots community groups or community gatherings. A Translation and Interpretation Specialist will provide translation and facilitation services for listening sessions with Spanish-speaking groups, using best practices from Just Communities *Language Justice Initiative*. Input and comments received during the sessions will be transcribed and recorded for review and analysis. CONTRACTOR will support scheduling, coordination, and facilitation of listening sessions with their community organizing groups. CONTRACTOR may use a subcontractor for Subtask 3.2.

- Deliverables:
  - Sign-in sheets, photo documentation, and collected public input for analysis

**Subtask 3.3 Listening Sessions Review & Analysis:** CONTRACTOR will review the notes, comments, and input received during listening sessions to identify key themes, issues, and ideas that will inform SCS goals, vision, and scenario development. CONTRACTOR will translate all Spanish-language input received for project team review. Key findings from listening sessions will be summarized for presentation to SBCAG staff. CONTRACTOR may use a subcontractor for Subtask 3.3.

- Deliverables:
  - Summary of key findings

**Subtask 3.4 Iterative Review & Evaluation Session:** CONTRACTOR will conduct a review session to identify key insights and learnings. The meeting will be used to evaluate success, identify opportunities for improvement, and update strategies so the project team can adapt to emerging project needs for the next phase of work. SBCAG staff will be invited to participate in the review session.

- Deliverables:
  - Session notes and implementation actions for Participatory Planning Phase

## **Task 4.0 Participatory Planning Phase**

CONTRACTOR will work with SBCAG to support participatory planning activities, including workshops and participatory budgeting sessions. SBCAG staff will lead the SCS workshops required under Senate Bill (SB) 375 (Steinberg, 2008); however, CONTRACTOR will provide services to plan and promote workshops for SBCAG; design and develop participatory activities to collect input at workshops; and support workshop facilitation.

**Subtask 4.1 Workshop Marketing & Awareness Campaign:** CONTRACTOR will lead a community-based marketing and outreach campaign to promote at least two workshops. Notices to inform community members about workshops will be in both Spanish and English languages. The project team will use multiple channels to share information about the two workshops, including but not be limited to text message notices and emails in the recipients' preferred language. Social media will also be used to promote workshops, with posts in both Spanish and English. CONTRACTOR will provide Spanish-language translations that will be used to develop multilingual outreach materials and marketing collateral. CONTRACTOR's Community Ambassadors will provide on-the-ground support to share targeted information about workshops with their network and local groups; community-based outreach tactics will include but not be limited to strategic distribution of flyers and posters, attending community group meetings to make announcements, and engaging with community-based leaders who can share information with their networks. CONTRACTOR will work with CONTRACTOR to mobilize their community organizer staff, share information about workshops for the SCS updates with their network, and promote participation. CONTRACTOR may use a subcontractor for Subtask 4.1.

- Deliverables:
  - Multilingual outreach materials including but not limited to printed flyers and posters, text message notices, email announcements, and social media to promote listening sessions.

**Subtask 4.2 Participatory Activity Design & Development:** CONTRACTOR will design and develop participatory activities for SCS workshops in collaboration with SBCAG. Materials for the participatory activities will be designed and developed in both Spanish and English. CONTRACTOR will provide Spanish-language translation and CONTRACTOR will develop the multilingual workshop materials. The workshop materials will be designed to collect written and verbal comment from participants. The participatory activities could focus on identifying community priorities related to the SCS, discussing draft scenarios with participants, and helping participants understand the trade-offs and benefits of different scenarios. A workshop polling tool may be used so community members can vote on their most preferred scenario or provide input on their most preferred transportation investments. The CONTRACTOR will work with SBCAG to align activities with any urban simulation computer modeling or other visual representation of the SCS and alternative planning strategies. CONTRACTOR may use a subcontractor for Subtask 4.2.

- Deliverables:
  - Multilingual facilitation and activity materials

**Subtask 4.3 Workshop Facilitation & Support:** SBCAG staff will lead the SCS workshops required under SB 375 since SBCAG planners will have the most knowledge about technical aspects of the proposed land use and transportation updates. CONTRACTOR and CONTRACTOR will support workshop facilitation and input collection for participatory activities, as well as workshop comments. CONTRACTOR's Project Manager will support workshop facilitation with SBCAG staff. CONTRACTOR will provide translation and interpretation services during the workshops, using best practices from their *Language Justice Initiative*. CONTRACTOR's Community Ambassadors will provide additional facilitation support and help collect input from participants during the workshops, with a focus on transcribing and recording verbal comments for subsequent review and analysis. CONTRACTOR may use a subcontractor for Subtask 4.3.

- Deliverables:
  - Translated workshop input, activity results, and notes

**Subtask 4.4 Review & Summary of Key Outreach Findings:** CONTRACTOR will translate any Spanish-language input received during workshops into English. CONTRACTOR will review the notes, comments, and input received during listening sessions and workshops to summarize key findings from the public outreach process. The summary of findings will be developed for streamlined incorporation into the final SCS.

- Deliverables:
  - Summary of key findings for integration into SCS

**Subtask 4.5 Website Updates & Noticing:** CONTRACTOR will support SBCAG with circulation of a draft SCS and an alternative planning strategy, if one is prepared, not less than 55 days before adoption of a final regional transportation plan. CEC will make the draft 2021 SCS update available on the project website. CONTRACTOR will distribute at least one notice each about the availability of draft SCS, the open comment period, and the public hearings. At a minimum, the notice will be in accordance with Government Code 6061. The notices will be distributed at the request of SBCAG.

- Deliverables:
  - Website updates and notifications for availability of draft SCS and public hearings

# Timeline for Service Delivery

Public Outreach Activities			CEC   Just Communities (JC)   CAUSE   SBCAG																									
Task Number	Task Description	Task Team	July 2019 - Dec 2019												2020													
			July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
0.0	Project Management																											
0.1	Kickoff Meeting	CEC, JC, SBCAG																										
0.2	Project Coordination Meetings	CEC, JC, SBCAG																										
0.3	Ongoing Project Management	CEC, JC																										
1.0	Outreach Planning & Design Phase																											
1.1	Stakeholder Mapping	CEC																										
1.2	Outreach Tools & Materials Design	CEC, JC, SBCAG																										
1.3	"One Room, Many Voices" Workshop	CEC, JC, SBCAG																										
1.4	Website & Notification Tool Development	CEC, JC, SBCAG																										
2.0	Community Foundation Building Phase																											
2.1	Engagement Network Development	CEC, JC																										
2.2	Community Ambassador Hiring & Training	CEC																										
3.0	Broad Community Engagement Phase																											
3.1	Community-based Engagement & Marketing Campaign	CEC, JC, CAUSE, SBCAG																										
3.2	Conduct Community Listening Sessions	CEC, JC, CAUSE																										
3.3	Listening Session Review & Analysis	CEC, JC																										
3.4	Iterative Review & Evaluation Session	CEC, JC, SBCAG																										
4.0	Participatory Planning Phase																											
4.1	Workshop Marketing & Awareness Campaign	CEC, JC, CAUSE																										
4.2	Participatory Activity Design & Development	CEC, JC, SBCAG																										
4.3	Workshop Facilitation & Support	SBCAG, CEC, JC																										
4.4	Review & Summary of Key Outreach Findings	CEC, JC, SBCAG																										
4.5	Website Updates & Noticing	CEC, JC, SBCAG																										

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$ 75,000.
- 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 SBCAG. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined below in **Attachment B1** (Cost Proposal). 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 SBCAG Designated Representative an invoice or certified claim for the service performed over the period specified. SBCAG's 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. SBCAG shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. SBCAG's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Exhibit B, Attachment B1  
Schedule of Fees**

<b><u>Labor</u></b>				
			<b>Budgeted</b>	
<b>Team Member</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Cameron Gray	Project Manager	\$106	147	\$15,582
Jen Hernandez-Munoz	Project Coordinator	\$52	230	\$11,960
Not yet hired	Community Ambassador	\$42	200	\$8,400
Nicole Wald	Communications Manager	\$100	59	\$5,900
Lisa Hill	Graphic & Web Design Manager	\$65	138	\$8,970
Lena Moran	Translation & Intpretation Manager	\$250	12	\$3,000
Not yet hired	Translation and Interpretation	\$50	153	\$7,650
Lucas Zucker	Community Engagement Partner	\$100	35	\$3,500
<b><u>Expenses</u></b>				
<b>Expense</b>			<b>Budgeted Cost</b>	
"One Room, Many Voices" Printing Costs			\$ 100.00	
Just Communities Translation @ \$0.12 per word			\$ 3,000.00	
Just Communities 15%Administrative Costs			\$ 2,062.50	
Print Advertising			\$ 1,000.00	
Radio Advertising			\$ 1,200.00	
Material Printing Costs			\$ 1,600.00	
MailChimp Email Notification Costs			\$ 425.00	
SimpleTexting Text Message Notification Costs			\$ 650.25	

**EXHIBIT C**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**FOR PROFESSIONAL CONTRACTS**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG 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 SBCAG on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONTRACTOR shall notify SBCAG 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.

If the CONTRACTOR maintains higher limits than the minimums shown above, SBCAG 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 SBCAG.

**B. Other Insurance Provisions**

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

1. **Additional Insured** – SBCAG, 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 SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, 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 SBCAG.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the SBCAG by virtue of the payment of any loss under such insurance.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG 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, 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 SBCAG 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 SBCAG 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. SBCAG 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, SBCAG 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 SBCAG 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 SBCAG 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** – SBCAG 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 SBCAG 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 SBCAG.