

**AGREEMENT FOR SPECIALIZED SERVICES TO COORDINATE A NATURAL
SHORELINE STEWARDS PROGRAM, CLEAR LAKE SCIENCE SUMMIT AND
MISC. TASKS RELATED TO WATER RESOURCES RESEARCH AND
MANAGEMENT IN LAKE COUNTY, CA**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Dr. Jeanine Pfeiffer, LLC, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, _ Dr. Jeanine Pfeiffer, LLC _ shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A, B, C at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2025, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services). Compensation to Contractor shall not exceed forty seven six thousand dollars (\$47,000.00) to fulfill several grant obligations. Funding for compensation will be provided by current and forthcoming grant funds sourced from Department of Pesticide Regulation Alliance Grant Program and SacWestside Integrated Regional Water Management Small Grants Program.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Water Resources Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Water Resources Attn: Angela De Palma-Dow
255 N Forbes St.
Lakeport, CA
Angela.DePalma-Dow@lakecountyca.gov

Dr. Jeanine Pfeiffer, LLC
(Contractor)
PO Box 190
Boonville, CA 95415
Jeanine.Pfeiffer@gmail.com

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services & Timeline
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

COUNTY OF LAKE

Contractor, LCC

Director, Water Resources Dept.



Dr. Jeanne Pfeiffer

Date: _____

Date: June 14, 2023

If applicable

APPROVED AS TO FORM:

Lloyd Guintivano

County Counsel

By: 

Date: _____

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EXHIBIT "A" – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

Contractor will work with County of Lake Watershed Protection District "District" to provide coordination of several grant-funded projects including, but not limited to:

Task #1) Department of Pesticide Regulation Alliance Grant Program titled "Using IPM methods to create strong and sustainable shorelines on Clear Lake, CA." The contract would work with the District to support the entire grant project and would be charged with specifically completing task #4: Implementation of a Natural Shoreline Stewards Program For Clear Lake.

Task #1 includes the following subtasks and deliverables (Assigned as Task #4, extracted from the DPR Alliance Grant Program Scope of Work and Deliverables):

Task 4.1 Task Coordination and Admin: The primary investigator will manage the day to day, weekly, monthly, quarterly activities involved in the task. The primary investigator will communicate with project partners, staff, Alliance Team Members, internal County departments, regional environmental groups regarding the implementation of the Natural Shoreline Stewards Program. The primary investigator will also communicate and inform internal staff, accountants, and DPR grant managers of any issues, challenges, delays, and major accomplishments as they occur and related to task 4. The PI will work with the contractor to plan and schedule activities, advertise any trainings or workshops, and process notices and documents needed to complete deliverables. With assistance from the contractor, the primary investigator will track all task participants in the program, troubleshoot and record and implement any lessons learned for the following year.

Deliverable: Reimbursement packages will include quarterly hours worked and activities accomplished for this task. Records of internal staff, contractor hours, meetings, products, field work and presentations, will be included in deliverables and relevant progress reports.

Due Date: December 31, 2024

Task 4.2 Contractor Researcher, Onboarding, Training, Executing project, Evaluation, Support: this is the bulk of Task 4. The Contractor will participate in any Project related activities as part of their research and project development for completing the project: Implementation of the Natural Shoreline Stewardship Program. Throughout this process, the primary investigator, along with District technical support, will assist in providing any resources for conducting research, orientation/onboarding, training, and execute the project. The responsibility of the task implementation belongs to the Contractor, however the District staff and project key personal will be providing guidance and support as needed. The contractor will also participate in any project meetings, including Alliance Team member meetings, presentations, and site visits.

Deliverable: Any task accomplished by the contractor towards implementation of the Natural Shoreline Stewards Program that is not accounted for among the other

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4.0 subtasks. Project hours by contractor and staff will be included in reimbursement package and relevant reports.

Due Date: End of project, minus a month, November 30, 2024.

Task 4.3 Natural Shoreline Website Development, review, and Maintenance: This task will result in the creation and operation of a user-friendly Clear Lake Natural Shoreline Stewardship website. This can be similar to the District's current www.nomussels.com website that educates the public on the invasive Quagga/Zebra mussel program within Lake County and similar scope and function to the Michigan Natural Shoreland Stewards Program website here: <https://www.mishorelandstewards.org/>. This task will include the Contractor working to develop the content, flow, links, and resources within the website and coordinating the testing of the website with internal staff or Alliance Members. This task will also include a training / introductory presentation to the Alliance Team, on the website. Any future website needs that can't or won't be met within the scope of this project will be recorded and provided in deliverables.

Deliverable: Final website for the Clear Lake Natural Shoreline Stewardship Program. List of review and test cycles and troubleshooting or issues, and presentation copy will be included will be included in relevant reporting. Any website needs that can't be met within scope of current project will be identified and included in the deliverable and relevant reporting.

Due Date: By the end of service year or September 30, 2024.

Task 4.4 Purchase materials, outreach products, signs: Contractor along with Primary Investigator will shop for, order, process, and incorporate any needed outreach materials, products, or signage needed to administer and distribute the message and Natural Shoreline program. These outreach materials can include, but are not limited to fliers, informational posters, brochures, binders, manuals, steward's badges/lawn/dock signs, banners, and factsheets. Part of the contractor's role is to develop the best and most environmentally-friendly outreach materials needed to promote the program and recruit participation.

Deliverable: Reimbursement packages will include all purchase orders, invoices, or receipt records from any purchases. Also included in this deliverable and all relevant reporting will be any outreach products produced by this subtask as included photos, JPEGs, PDFs, or website links.

Due Date: By end of project or December 30, 2024

Task 4.5 Travel to conduct training, education, and outreach: This subtask will include any travel needs by the contractor to conduct community trainings, workshops, site visits around the lake, and educational presentations and outreach events. This subtask will also include travel to individual shoreline property owners for natural shoreline consultation to educate the individual on how they can plan, design, and transform their shoreline into a Natural Shoreline. If and when needed, contractor can access District kayaks, materials, supplies, and equipment purchased through the DPR Alliance Grant, in order to fulfill obligations and deliverables.

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Deliverable: And mileage logs and associated events attended, participated in, or contributing too. Associated staff attending events will also be included with this deliverable and any relevant reporting.

Due Date: By end of project or December 30, 2024

Task 4.6 Digital marketing, boosts, PSAs: This task will include any digital advertisement, marketing, and education and outreach done through online media (e.g. online newspapers, blogs, websites outside of task 4.5), digital PSAs, or social media. This task is to ensure that the awareness and knowledge of the Natural Shoreline Stewardship Program is known among the community and so interest, recruitment and participation into the program can be maximized. Boosts are mostly specific to Facebook, Instagram, and Twitter platforms, but the same outreach can be distributed digitally as online ads and online PSAs. Outreach content is subject to approval by project PI and grant administrator, as required.

Deliverable: Deliverables will include any outreach products created, distributed, the date the digital material was posted or distributed for, and any reach or interaction statistics gathered from the online material. Results and distribution of all outreach will be included in all relevant reporting.

Due Date: By end of project or December 30, 2024

Task 4.7 Information sharing at workshops or symposia: The PI and contractor will prepare and present the Natural Shoreline Steward Program and lessons learned to other outlets, agencies, organizations, societies and councils, within the region or state. These might include Cal-IPC meetings or California Lake Management Society (CALMS) meetings. Presentations can be co-developed and / or reviewed with the Alliance Team and the DPR grant administrators prior to being presented, if needed.

Deliverable: Any events or meetings attended will be listed as deliverables, and created presentations will be included as PDFs into relevant reporting packages.

Due Date: By end of project December 30, 2024

Table 1. Proposed Budget for task 1, as extracted from the DPR Alliance Grant Agreement

BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD: 7/01/2022 to 12/31/2024					
	From: To:	7/1/2022 6/30/2023 Year 1	7/1/2023 6/30/2024 Year 2	7/1/2024 12/31/2024 Year 3	TOTAL
BUDGET CATEGORY					
PERSONNEL: <i>Salary and fringe benefits.</i>		\$0	\$17,334	\$8,666	\$26,000
TRAVEL		\$0	\$1,500	\$500	\$2,000
MATERIALS & SUPPLIES		\$0	\$500	\$500	\$1,000
EQUIPMENT		\$0	\$0	\$0	\$0
RENT		\$0	\$0	\$0	\$0

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TOTAL DIRECT COSTS			\$0	\$19,334	\$9,666	\$29,000
Indirect (F&A) Costs	F&A Base					
	Rate	MTDC *	\$0	\$19,334	\$9,666	\$29,000
	0%		\$0	\$0	\$0	\$0
TOTAL COSTS PER YEAR			\$0	\$19,334	\$9,666	
TOTAL COSTS FOR PROPOSED PROJECT PERIOD						\$29,000

* MTDC = Modified Total Direct Cost

Task #2) Provide specialized services to lead coordination, alongside the District, in the planning and development, hosting, and recording of a Clear Lake Science Symposium / Summit.

This project will be funded from a combination of sources, including the Sac Westside Integrated Regional Water Management Plan Small Grants Program (awarded 2023), contribution from the District, in-kind tribal contribution, and other financial contributions from agencies such as Yolo County Flood Protection and Watershed Conservation District, Yolo County Government, Cities of Lakeport and Clearlake, and others to be determined.

Description of project: In December 2022, the California Fish and Game Commission convened an interagency emergency meeting to address the alarming decline in Clear Lake Hitch (*Lavinia exicaulda chi*) populations, an endemic freshwater species of high cultural importance to Clear Lake Pomo Tribes and neighboring Tribal communities throughout Lake, Mendocino, Sonoma, and Yolo Counties. In the succeeding months, a historically significant collaboration emerged between the Tribes, the State Water Resources Control Board, and the California Fish and Wildlife Department. Parallel to these collaborative efforts, the UC Davis Tahoe Environmental Research Center convened a January 2023 meeting involving university scientists, fish biologists from the US Geological Survey, the California Fish and Game Department, and Robinson Rancheria; and staff and consultants from Lake County Tribal EPA Departments, Lake County Water Resources Department and FlowWest. At the end of the January 2023 meeting, a request for coordination of emergent and relevant research findings was made by the attendees, and a Clear Lake Hitch Science Symposium / Summit was proposed. The majority of the research performed on Clear Lake remains unknown and frequently un- or underreported to local agencies, communities, and Tribes. When research results are incompletely disseminated, potential remediative actions and policy decisions are delayed; and the general public relies on misleading, pseudoscientific opinions for pressing environmental concerns. A Clear Lake Science Summit / Symposium, with a session dedicated to the Clear Lake Hitch, would provide agencies, researchers, practitioners, Tribes, and the general public an opportunity to share their research, data and efforts with public partners. The output of this science summit will be cutting-edge scientific information (via a digital binder containing videos, slide presentations, reports,

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etc.) and guidance (webpages with explanatory text and hyperlinks) on how to continue accessing research relating to Clear Lake water quality, aquatic ecosystems, and biodiversity.

Estimated contractor time of 82 hours to complete the following tasks:

- Communicating/planning with agencies/researchers in the months leading up to the Summit (avg. 2 hours/week for 12 weeks) – 36 hours
- Intensive planning and coordination two weeks leading up to Summit (avg. 6 hours/week for 2 weeks) – 20 hours
- Transcribing and summarizing notes during the Summit – 12 hours
- Follow-up with Summit presenters – 4 hours
- Producing a digital binder with videos, slide presentations, PDFs of reports & publications, website hyperlinks, etc. – 10 hours

Total Budget for the contractor for this task will not exceed \$10,000.

Task #3) Miscellaneous Tasks as they pertain research and management of water resources within Lake County, CA.

Contractor will work with and assist the District to support the following programs and projects, including but not limited to;

Clear Lake Hitch research, education, conservation planning, education and outreach
Clear Lake Data Management and Analysis
Clear Lake Cyanobacteria Outreach and Communications
Lakebed Management Outreach and Education
Highland Springs Outreach and Education and Management
Aquatic Invasive Species Outreach and Education
Water Quality Assessments, planning, Outreach and Education

Total Budget for this task will not exceed \$8,000 within the project period stipulated within this contract time period.

2. **REPORTING REQUIREMENTS.** *(if applicable)* Contractor shall submit reports as established in each of the tasks as listed above in contractor responsibilities, in a format approved by County.

3. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period

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has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. **COUNTY RESPONSIBILITIES.** County will assist Contractor with any right-of-entry or property access agreements and access to County or public right-of-way locations. The county will also accessibility support, if needed, as well as clear communication with the Contractor before, during, and after site visits regarding any local conditions and events that could impact access or project efficacy. The County will also communicate in a timely and efficient manner of any issues arising with financial reimbursements or accounting.

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EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor's invoices shall be submitted throughout the project or in arrears on a monthly basis, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** The Contractor shall submit, in advance, a detailed budget, in the format provided by County for review and approval by the County. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.

5. **EXPENDITURE OF FUNDS.**

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT "C" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
 - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

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4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within thirty (30) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to

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endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

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9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

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17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.