

**CONTRACT FOR A MODEL QUAGGA/ZEBRA MUSSEL RECIPROCAL CERTIFICATION
PROGRAM FOR CLEAR LAKE AND NEIGHBORING LAKES**

This Contract is made and entered into this day of May , 2017, by and between the Lake County Watershed Protection District, hereinafter referred to as "DISTRICT" and Creative Resource Strategies, a licensed contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the Lake County Invasive Mussel Prevention Plan (Plan) protects all public accessible surface water in Lake County from infestation by quagga and/or zebra mussels, it is the desire of the DISTRICT to widen the Plan's coverage to water bodies in neighboring Counties; and

WHEREAS, it is the desire of DISTRICT to engage the services of a licensed contractor to commence and complete the production of a Model Quagga/Zebra Mussel Reciprocal Vessel Certification Program for Clear Lake and Neighboring Lakes so that vessels inspected at one participating lake may launch at another participating lake without an additional inspection; and

WHEREAS, CONTRACTOR has represented to DISTRICT that he has the necessary qualifications to perform the duties specified in the Contract.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACTOR'S RESPONSIBILITIES

(A) CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary to research, investigate, evaluate, and prepare a model quagga/zebra mussel reciprocal vessel certification program in accordance with the proposal submitted in response to the Request for Proposals for Model Quagga/Zebra Mussel Reciprocal Vessel Certification Program for Clear Lake and Neighboring Lakes. Said proposal is attached here and incorporated by reference herein as Exhibit A.

(B) **Communication with District Staff.** CONTRACTOR shall maintain open lines of communication with assigned District Project Manager (DPM) in order to facilitate the process and completion of this Contract.

(C) **Time for completion.** The date of beginning and the time for completion of the work are conditions of this Contract. The work performed shall commence on a date specified in the Notice to Proceed

(NTP) and shall extend for a period of 300 working days after the NTP which is the completion of this Contract. The CONTRACTOR will proceed with the Project at an agreed rate of progress and shall provide written Project Reports every two weeks to DPM, with the final report containing all proposed documentation and recommended next steps. Upon receipt by CONTRACTOR of DISTRICT comments to any draft reports, the CONTRACTOR shall incorporate DISTRICT comments in any final reports. It is expressly understood and agreed, by and between the CONTRACTOR and DISTRICT, that the timeframe for the completion of work described herein is a reasonable time.

2. **DISTRICT RESPONSIBILITIES**

Compensation: For services described above, DISTRICT shall pay CONTRACTOR the sum of \$109,340.00 to be paid in monthly increments on receipt of bill and satisfactory completion of work described above, or as determined by the County's Director of Water Resources or his designee. The total amount of compensation shall not exceed \$109,340.00.

3. **TERM**

This Contract shall commence on the date hereinabove entered into and shall continue in full force and effect until it is either terminated as hereinafter provided or CONTRACTOR fulfills responsibilities as described above.

4. **TERMINATION**

This Contract may be terminated as follows:

- (A) By Mutual consent of the parties; or
- (B) By DISTRICT upon 10 days written notice thereof to CONTRACTOR.

5. **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 service practices.

6. **INSURANCE**

CONTRACTOR shall provide evidence of types of insurance identified in Exhibit B, Insurance Requirements. The DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.

7. **INDEMNIFICATION- 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 that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused 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.

8. **ASSIGNMENT**

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

9. **INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this Contract, CONTRACTOR is an independent contractor and is not an employee, agent or servant of DISTRICT. CONTRACTOR is not entitled to any employee benefits. DISTRICT 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 Contract (including without limitation, unemployment insurance, social security, and payroll tax withholding).

10. **MODIFICATION**

This Contract may only be modified by written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and DISTRICT executed by County Water Resources Director. The Contract price and scope of work may be modified by DISTRICT issuing a "change order", specifying the work to be done and a mutually acceptable decrease or increase in the contract price, as specified in Section 2 of this Contract.

11. **NON-DISCRIMINATION IN EMPLOYMENT**

In the performance of the work authorized under this Contract, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

12. **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.

13. **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/her best efforts to preserve data integrity and the confidentiality of protected health information.

14. **ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, 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.

15. **INTEREST OF CONTRACTOR**

CONTRACTOR hereby covenants that he has, at the time of the execution of this Contract, no interest and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or

degree with the performance of services required to be performed pursuant to this contract. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

16. **SEVERABILITY**

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

17. **NOTICES**

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

LAKE COUNTY WATERSHED PROTECTION DISTRICT
Water Resources Director
255 N. Forbes Street
Lakeport, CA 95453

CONTRACTOR
Lisa A. DeBruyckere
Creative Resource Strategies
6159 Rosemead Lane NE
Salem, OR 97317

18. **ADDITIONAL PROVISIONS**

This Contract shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore we and between the parties related to the subject matter of the Contract.

Executed at Lakeport, California, on the day and year first written above.

LAKE COUNTY WATERSHED PROTECTION DISTRICT

Chair, Board of Directors

CONTRACTOR



Lisa A. DeBruyckere

ATTEST: CAROL J. HUCHINGSON

Clerk of the Board

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: _____

By: 

EXHIBIT A



April 21, 2017

Ms. Carolyn Ruttan
Invasive Species Program Coordinator
255 N. Forbes St.
Lakeport, CA 95453

Carolyn,

Thank you for the opportunity to provide a proposal in response to your proactive approach to develop a model zebra/quagga mussel reciprocal vessel certification program for Clear Lake and neighboring lakes.

My colleagues, Robyn Draheim and Stephanie Showalter Otts, and I bring decades of experience throughout North America addressing aquatic invasive species issues, and zebra and quagga mussels, in particular. We have worked together addressing watercraft inspection and decontamination protocols and standards, developing state and regional dreissenid rapid response plans and conducting rapid response exercises, establishing model regulations and navigating reciprocity discussions with 19 western states and four Canadian provinces, coordinating vulnerability assessments, and numerous other activities.

Our collective experience facilitating and mediating discussions with federal, state, and local governments, nonprofit organizations, industry representatives, and the public on complex natural resources issues prepares us well to help you achieve consensus and support for a reciprocity program.

We appreciate the opportunity to submit this proposal, and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa A. DeBruyckere", with a long horizontal flourish extending to the right.

Lisa A. DeBruyckere, Principal
Creative Resource Strategies, LLC

Model Quagga/Zebra Mussel Reciprocal Vessel Certification Program for Clear Lake and Neighboring Lakes

A proposal by Creative Resource Strategies, LLC.



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Project Understanding and Approach

Preventing the introduction of invasive zebra and quagga mussels (*Dreissena* spp.) to uninfested bodies of water is a high priority for resource managers throughout the western United States because of the significant ecological, economical, and sociological effects from these species. Although dedication to preventive actions can seem daunting because of the required long-term commitment of resources, the cost of taking no action is potentially irreversible and far more costly than preventive actions. Once mussels have become established, there is little that can be done to restore the ecology and function of these ecosystems.

The purpose of this project is to protect uninfested Northern California waters, aquatic resources, and infrastructure from the deleterious effects of dreissenid mussels through the development of a collaborative regional plan for mussel prevention. The plan will model reciprocity, cooperation, and coordination between jurisdictions that manage at-risk water bodies. Using tools and techniques that have been implemented in many collaborative aquatic invasive species prevention efforts, most notably the Building Consensus in the West: A Multi-State Vision for Watercraft Inspection Programs process, we will work with local, state, and federal management agencies, stakeholders, and members of the boating community to develop a regional plan to prevent the introduction of dreissenid mussels into at-risk water bodies.

Our approach to developing a successful prevention plan involving disparate entities is rooted in understanding the limitations and opportunities of each jurisdiction as

well as establishing trust. This allows us to identify mutual interests as well as barriers to implementation, and facilitate efforts to address barriers to achieve consensus and pave the way for successful long-term implementation.

We will initiate this project by evaluating existing reciprocal vessel certification programs, both those that are successful and those that have been contentious, or have failed. We will evaluate and investigate in-person, prevention programs and screening efforts being implemented at Clear Lake and other at-risk regional water bodies.

At the start of and throughout our process, we will seek to ensure all jurisdictions understand the purpose and importance of a reciprocal vessel certification program, and how it can benefit each entity. We will initiate a dialogue with decision-makers at neighboring water body agencies to advance common practices and screening reciprocity. To further our efforts to foster an effective and regionally inclusive plan, we have proposed several workshops in a comprehensive approach that culminates with stakeholder engagement.

Stakeholder engagement is a crucial but often overlooked component of plan development, even though the long-term success of any management plan is strongly dependent on local buy-in, support, and active participation. Prevention mechanisms and tools for reciprocity must be developed not only with best management practices in mind but ease-of-use and value added convenience for participants. The value inherent in reciprocity of inspections or screenings for aquatic invasive species is that of reducing unnecessary redundancy where risk is low. In many scenarios, most regular water body

users tend to be returning boaters who have neither left the area nor have traveled to and from high-risk water bodies. Alienating these low-risk users (via perceived or actual inconvenience or added cost) comes with the risk of lack of compliance and the creation of a hostile or unsupportive community, which in turn undermines efforts targeting high-risk users. To avoid this, we will seek to engage local stakeholders and the boating community in our process.

Our process for drafting a model reciprocal vessel certification program plan is inclusive and driven by continuous feedback. Our comprehensive approach of engaging management jurisdictions early and often throughout the process will best position us to describe key challenges, barriers, and opportunities to realize a vision for a successful reciprocity program. Our process will follow a pattern of engaging management, analyzing barriers and opportunities, requesting review of draft documents (in a workshop setting when possible), and incorporating feedback into a final draft plan.

The final model reciprocal vessel certification program plan will serve as the basis for model policy documents. This portion of our process will be informed by contributions by the National Sea Grant Law Center (Law Center), which has been instrumental in advancing a model legal framework for watercraft inspection and decontamination programs in the United States. In December 2016, the Law Center and the Association of Fish and Wildlife Agencies (AFWA) finalized the "Model Regulation for State Watercraft and Inspection Programs." The Law Center and the Association of Fish and Wildlife Agencies (AFWA) are currently working with the Western Regional Panel to develop a model

memorandum of understanding (MOU) to provide a model framework for the formalization of interstate and regional collaborations through the development of written agreements. Upon release of the model MOU, policymakers and regulators will have access to a model legal framework identifying model watercraft inspection and decontamination provisions from legislation through implementation. Our proposal builds on the work that has been done to date at the national level to provide management jurisdictions with the tools to implement a reciprocal vessel certification program at a more local level.

Successful aquatic invasive species prevention programs require several components. They must be founded on sound science and best management practices yet be adaptable to new developments and technology. We will incorporate the latest Uniform Minimum Protocols and Standards for Watercraft Inspection and Decontamination Programs for Dreissenid Mussels in the Western United States. Our process will include policy development augmented by the National Sea Grant Law Center and their efforts in advancing a model legal framework for watercraft inspection and decontamination programs.

Plans must have the support of the relevant resource agencies, jurisdictions, and partners responsible for implementation, thus we will identify these entities and engage them in the process of developing and refining the model prevention plan. Water ownership and management in California is notoriously complex. We recognize that navigating reciprocity between entities involved in prevention efforts in Lake County and at neighboring water bodies will necessitate involvement at the local, state and federal

levels. Gaining buy-in from stakeholders and the affected public is crucial to the long-term success of aquatic invasive species prevention efforts, thus our comprehensive approach culminates with stakeholder engagement.

This final step in our plan development will be to convene a meeting to present the process, the plan, policy development and implementation approach with the affected agencies and stakeholders to gain collective feedback and agreement to ensure both endorsement and implementation of the policy and program.

We believe this proposal outlines an approach that is timely, incorporates local jurisdictions, and achieves desired outcomes that will protect the integrity of the described water bodies and improve collaboration and cooperation in the region.

Project Leads and Principal Investigators

Lisa DeBruyckere, Principal, Creative Resource Strategies, LLC (Project Manager, Principal Investigator). 6159 Rosemeadow Lane NE, Salem, Oregon 97317 (503) 371-5939

lisad@createstrat.com

Contractor: Robyn Draheim (Principal Investigator), 1818 SE 48th Ave. Portland, Oregon 97215 (503)267-2498 robyndraheim@gmail.com

Contractor: Stephanie Showalter Otts, J.D., M.S.E.L., Director, National Sea Grant Law Center, University of Mississippi, Kinard Hall, Wing E – Room 256, University, MS 38677 (662) 915-7775 (phone) / (662) 915-5267 (fax) sshowalt@olemiss.edu

Organization Staffing and Qualifications – Contact information provided above

LISA DEBRUYCKERE

Self-employed, Creative Resource Strategies, Salem, OR
Owner and Manager, July 2002 to present

Clients:

Arkansas Game and Fish Commission
Arizona Game and Fish Department
Arizona Desert Bighorn Sheep Society
Benton Soil and Water Conservation District
Bonneville Environmental Foundation
California Fish Passage Forum
Caltrans
City of Corvallis—*Healthy Streets, Healthy Streams*
City of Portland
Columbia Basin Partner Forum
Institute for Applied Ecology

Metro Vancouver, British Columbia
Montana Invasive Species Advisory Council
North Pacific Landscape Conservation Cooperative
Northwest Sportfishing Industry Association
Oregon Chapter of The Wildlife Society
Oregon Department of Agriculture
Oregon Department of Energy—Global Warming Commission

Oregon Department of Transportation
Oregon Invasive Species Council
Oregon State University – Oregon Sea
Grant
Oregon Tilth
Oregon Wildlife Heritage Foundation
Pacific Marine and Estuarine Fish Habitat
Partnership
Pacific Northwest Economic Region
Pacific States Marine Fisheries
Commission
Portland Metro
Portland State University
Salem-Keizer Education Foundation

Salem-Keizer School District
Society of American Foresters
The Nature Conservancy of Oregon
The Ocean Foundation
US Army Corps of Engineers
U.S. Department of Interior, USFWS
Washington Invasive Species Council
Western Association of Fish and Wildlife
Agencies
Western Panel on Aquatic Invasive
Species
West Coast Governors Alliance on Ocean
Health
Voices Internacional

Oregon Department of Forestry, Salem, OR

State Forests Program Director, Administer the State Forests Program for the Oregon Department of Forestry including asset management of 675,000 acres of state forestland, development of policies and land management plans, dissemination of technical expertise regarding wildlife, roads, and silviculture, information and outreach, and an adaptive management program.

Oregon Department of Transportation, Salem, OR

Public Affairs Manager, Administer a statewide public affairs program for the Oregon Department of Transportation including development of outreach plans on statewide issues; produce and distribute internal and external publications; administer the ODOT website; supervise one field operations manager (PEM D), four public information representatives, and one strategic communications coordinator; work with the media; and create new and innovative ways of communicating with constituents.

College of Oceanic and Atmospheric Sciences, Oregon State University, Corvallis, OR
Director of Publishing and Outreach, Administer a publishing and outreach program for the college, including production of annual reports, brochures, pamphlets, and posters; copyedit peer-reviewed journal articles and numerous professional publications including grant proposals; write and edit news releases and other outreach materials; and manage the college website.

State of Oregon, Department of Fish and Wildlife, PO Box 59, Portland, OR
Information and Education Division Director, Administer a statewide information and education program including outdoor skills, conservation education, internal and external information dissemination and media relations, marketing, fund development and publications.

EDUCATION

1988—M.S. in Wildlife Management, University of Maine at Orono

1984—B.S. in Wildlife Management, University of Maine at Orono

1984—B.A. in Journalism, University of Maine at Orono

Lisa has more than two decades of experience in local, state, regional, and international planning. The following are examples of plans that have been produced:

- Produced an assessment for the [Metro Vancouver Water Services Department: Watersheds/Environmental Management & Control Division - Watershed Biosecurity Analysis - Terrestrial and Aquatic Invasive Species](#), which included recommendations to address biosecurity issues.

- [Advancing a Regional Defense Against Dreissenids in the Pacific Northwest](#) for the Pacific Northwest Economic Region and Pacific States Marine Fisheries Commission
- Co-authored Oregon's and Washington's dreissenid rapid response plans, and drafted Montana's dreissenid rapid response plan.
- [California Fish Passage Forum Strategic Framework](#) (2013–2018)
- [Pacific Marine and Estuarine Fish Habitat Partnership Strategic Framework](#)

Lisa has more than 30 years of experience with invasive species issues. She is currently co-facilitating Building Consensus in the West, a group of 19 state and four provincial AIS coordinators collaborating on standards and protocols for watercraft inspection programs in the West. She serves on the Association of Fish and Wildlife Agencies Invasive Species Committee. She served as the Oregon Invasive Species Council Coordinator for seven years, and was involved in international, national, regional, statewide, and local invasive species issues. She has produced numerous publications and reports on invasive species issues (see reports section).

Lisa has more than a decade of experience in natural resource policy development, including working for 23 years in state government, of which eight years were in executive level positions in state government (Oregon Department of Fish and Wildlife Information and Education Division Director, State Forests Program Director, Director of Publishing and Outreach—College of Oceanic and Atmospheric Sciences at Oregon State University, and Oregon Department of Transportation Public Affairs Manager). Many aspects of this work involved policy development, including review, analysis, and drafting of regulations. While

serving as the Oregon Invasive Species Council Coordinator, Lisa assisted in drafting 13 pieces of invasive species-related legislation; 11 of those bills were passed into law in Oregon. Lisa worked directly with legislators and their staffs on bill language. In one instance, Lisa was asked by a legislator to convene a group of constituents that could not achieve consensus on bill language. Lisa convened and facilitated the group, achieved consensus on the language, and that bill was passed into law.

Lisa has more than 30 years of experience writing reports, invasive species management plans and assessments, biosecurity analyses for terrestrial and aquatic invasive species, statewide assessments, communication plans, and landscape-scale regional plans.

- Strategic plans

- [California Fish Passage Forum Strategic Framework](#) (2013–2018)
- [Pacific Marine and Estuarine Fish Habitat Partnership Strategic Framework](#)
- Institute for Applied Ecology ([2009–2012](#)) ([2013–2016](#))
- [Oregon Marine Reserves Partnership Strategic Framework](#) (2015–2019)
- [Benton County Cooperative Weed Management Area Strategic Action Plan](#) (2012)

- Dreissenid Rapid Response Plans

- Draheim, R., R. Boatner, G. Dolphin, and L. DeBruyckere. 2013. [Oregon dreissenid mussel rapid response plan](#). 60pp.
- DeBruyckere, L., W. Brown, and B. Tweit. 2014. [Washington dreissenid mussel rapid response plan](#). 63pp.

- Summits/Summit reports

- [Montana Governor's Summit on Invasive Species](#) (2016)
- [Oregon Ocean Science Trust Summit](#) (2016)
- [A Tide Change: Inspiring Engagement in Oregon's Marine Reserves Summit](#) (2016)
- [A Summit to Advance Juvenile Fish Habitat in West Coast Estuaries](#) (2014)
- [A Regional Information Management Strategy for the US Fish and Wildlife Service Region 1](#) (2013)
- [Oregon Invasive Species Statewide Summit](#) (2012)
- Stop the Invasion: Protection through Prevention. An Oregon Invasive Species Council Summit (2012)
- [Oregon Invasive Species Council Statewide Summit: A Report to Governor Kulongoski](#) (2008)

- Workshop Reports

- [Developing a Regional Defense Against Zebra and Quagga Mussels Workshop Summary](#) (2014)
- [Oregon and Washington Rapid Response Working Group Meeting Summary](#) (2013)
- Building Consensus in the West: A Multi-state Vision for Watercraft Inspection Programs (2013, [2014](#), 2015) (co-authored with Leah Elwell)
- [Invasive Tunicates: The Western Regional Panel on Aquatic Nuisance Species](#) (2014)

- [Bird Habitat Conservation in Coastal Wetlands Workshop](#) (2015)
- [Dreissenid Mussel Research Priorities Workshop](#) (2015)
- [Riparian/Floodplain Forest Restoration Practitioner Workshop: A Peer-to-Peer Learning Workshop](#) (2014)
- Assessments
 - [The Discovery of Non-native Species in a Port of Portland Shipping Container: A Gap Analysis](#)
 - [Strategies to Conduct Vulnerability Assessment for High Priority Hydropower and Dam Facilities](#) (2014)
 - [City of Portland Terrestrial and Aquatic Invasive Animal Assessment](#) (2010)
 - [Healthy Streets, Healthy Streams Program Handbook](#) (2014)
 - DeBruyckere, L. 2016. [Metro Vancouver Water Services Department: Watersheds/Environmental Management & Control Division - Watershed Biosecurity Analysis - Terrestrial and Aquatic Invasive Species](#). 91pp.
 - DeBruyckere, L. 2016. [Montana management assessment of invasive species. A report prepared for the Montana Invasive Species Advisory Council](#). 66pp.
 - DeBruyckere, L. 2015. [Advancing a regional defense against dreissenids in the Pacific Northwest](#). 32pp.
 - DeBruyckere, L. 2010. [A statewide management assessment of invasive species in Oregon. A report prepared for the Oregon Invasive Species Council](#). 140pp.

- Toft, J.D., S.H. Munsch, J. R. Cordell, K. Siitari, V.C. Hare, B. Holycross, L.A. DeBruyckere, and C.M. Greene. 2016. [Nursery Functions of West Coast Estuaries: Data Assessment for Juveniles of 15 Focal Fish and Crustacean Species.](#)

ROBYN DRAHEIM

EDUCATION

B.S. Biology; Marine Biology, University of California at Los Angeles 1994

M.S. Marine Biology, Virginia Institute of Marine Science, College of William and Mary 1998

M.M.A. Marine Resource Management, University of Washington 1999

EXPERIENCE

Pacific States Marine Fisheries Commission, Portland, OR. Contractor, 2000, 2001, 2016, 2017. Provided staffing for aquatic invasive species education and outreach events.

Performed literature reviews on invasive species policy. Developed content for Dreissenid rapid response efforts.

US Fish and Wildlife Service, Pacific Region, Portland, OR. Aquatic Invasive Species Program Coordinator, 2012- 2016. Served as the primary technical and policy expert on aquatic invasive species for the Pacific Region with an additional duty assignment to the Oregon State Office of the USFWS

- Participated on regional, national and international working groups to develop and improve policies for aquatic invasive species prevention, control and management
- Coordinated, managed and developed cross-program initiatives and messaging on aquatic invasive species
- Provided technical expertise on invasive species issues for consultation determinations
- Developed and edited [Invasives Quarterly](#) an interactive multi-media education and outreach tool for the Pacific Region Invasive Species Team
- Interpreted National policy, Executive Orders, etc. to develop and formulate regional policy and guidance documents including: response planning for a Dreissenid mussel introduction into Oregon and Washington, and a review of New Zealand mudsnail management needs and priorities in the Pacific Northwest.

Center for Lakes and Reservoirs, Portland State University, Portland, OR. Research Assistant, 2001-2016. Developed, coordinated and undertook sponsored research projects pertaining to aquatic invasive species

- Implemented the Oregon Aquatic Nuisance Species Management Plan
- Provided technical expertise on state and regional aquatic invasive species detection, identification, and management issues

- Presented on aquatic invasive species research, management and outreach efforts at local, state, national and international workshops, professional society meetings and other forums
- Successfully obtained grant funding from a variety of state and federal sources
- Developed and tested a State Dreissenid Mussel Rapid Response Plan with the Oregon Department of Fish and Wildlife and the Oregon Marine Board
- Coordinated the development and execution of the [Lower Columbia River Aquatic Nuisance Species Survey](#) and the follow up [Middle Columbia River Survey](#)

BACKGROUND

Robyn Draheim has over 15 years of experience working with diverse partners in the field of aquatic invasive species research, policy and outreach. Both at Portland State University (PSU) and the US Fish and Wildlife Service (USFWS), Robyn participated on regional, national and international working groups to develop and improve policies for aquatic invasive species prevention, control and management. The following are examples of projects that Robyn has been involved in:

- Co-authored the [Oregon Dreissenid Mussel Rapid Response Plan](#)
- Produced an assessment of the Oregon Invasive Species Council structure with the Institute for Natural Resources which led to the [Oregon Invasive Species Council Review](#)

- Served on the New Zealand Mudsnaill Management and Control Plan Working Group which prepared the [National Management and Control Plan for the New Zealand Mudsnaill \(*Potamopyrgus antipodarum*\)](#)

Robyn has more than a decade of experience in local, state and regional planning in the West. As the Aquatic Invasive Species Coordinator for the USFWS Pacific Region (Oregon Washington, Idaho and Hawaii) from 2012-2016, Robyn not only gained experience working for a federal agency on aquatic invasive species issues, but also extensive experience coordinating with numerous stakeholders and entities such as Pacific States Marine Fisheries Commission to advance dreissenid mussel response planning in the Columbia River Basin. Through her lengthy participation with the 100th Meridian Initiative's Columbia River Basin Team, the Western Regional Panel, the Pacific Northwest Economic Region and more, Robyn has a long history of working with regional invasive species managers, stakeholders and other participants, whose involvement can be critical to the successful implementation of new policies and protocols.

STEPHANIE SHOWALTER OTTS

EDUCATION

J.D., *cum laude*, Vermont Law School, South Royalton, VT, 2001

M.S.E.L., Masters of Studies of Environmental Law, *magna cum laude*, Vermont Law School, South Royalton, VT, 2001

B.A., History with honors, Penn State University, State College, PA, 1997

POSITIONS HELD

Director, National Sea Grant Law Center/MS-AL Sea Grant Legal Program, University of Mississippi, January 2004 – Present. Responsible for program management and development. Conduct research, present findings, and advise universities, governmental agencies, and constituents on ocean and coastal legal and policy issues. Attended 2004 Summer Institute in Coastal Management, Coastal Resources Center, University of Rhode Island.

Research Counsel, National Sea Grant Law Center, University of Mississippi, September 2002 – December 2003. Conducted research on natural resources, marine, and environmental law issues for publication. Presented findings to constituents and peers. Supervised student research and writing. Co-chair of international conference, *International Coastal Management: Tools for Successful Regional Partnerships and Initiatives*, Athens, Georgia (June 2003). Served as editor of THE SANDBAR legal reporter and the SEA GRANT LAW AND POLICY DIGEST.

Law Clerk, Superior Court of Pennsylvania, Wilkes-Barre, PA, September 2001 – August 2002. Drafted published court opinions and unpublished memorandum. Researched multiple issues of law on appeal to the Superior Court.

Law Clerk, United States Department of Justice, Washington, D.C., Summer 2000. Drafted legal memorandum and briefs for use in litigation. Researched legal issues in environmental enforcement of regulatory statutes.

SELECTED PUBLICATIONS

Showalter Otts, S., Janasie, C., and Cotter, P. 2016. Working Together to Combat Invasive Species Threats: Strategies for Facilitating Cooperation between the National Park Service and States, *Natural Resources Journal*.

Showalter Otts, S. 2014. Confronting the Marine Invasive Species Threat: Practical and Legal Challenges *in* *Climate Change Impacts on Ocean and Coastal Law: U.S. and International Perspectives* (R. S. Abate ed.).

Showalter Otts, S. and Bowling, T. 2013, Legislative and Regulatory Efforts to Minimize Expansion of Invasive Zebra Mussels. *Arizona Journal of Environmental Law and Policy*.

Showalter Otts, S. 2012. U.S. Regulatory Framework for Genetic Biocontrol of Invasive Fish. *Biological Invasions*.

Showalter, S.E. 2007. *Increasing Accountability through Mandatory ID Systems for Non-Native Species*, *Aquatic Invaders*, 18:2-4, pp. 8 – 11.

Summary of Stephanie's relevant AIS dreissenid policy work

The National Sea Grant Law Center at the University of Mississippi School of Law is a nationally recognized resource for information on aquatic invasive species laws and policies. The Law Center has undertaken extensive research on ballast water management in the Great Lakes and published articles related to genetic biocontrol of invasive species and the impact of climate change on marine invasions. The Law Center has been conducting dreissenid mussel law and policy work since 2012, as part of the Western

Regional Panel's "Building Consensus in the West" initiative. The goal of the WRP initiative is to develop a multi-state vision for watercraft inspection and decontamination (WID) programs.

The Law Center is leading efforts in the region to develop a model legal framework for WID Programs. In April 2014, the Law Center and the Association of Fish and Wildlife Agencies (AFWA) released "Preventing the Spread of Aquatic Invasive Species by Recreational Boats: Model Legislative Provisions & Guidance to Promote Reciprocity among State Watercraft Inspection and Decontamination Programs." In December 2016, the Law Center and AFWA finalized the "Model Regulation for State Watercraft and Inspection Programs." The Law Center and AFWA are currently working with the WRP to develop a model memorandum of understanding (MOU) to provide a model framework for the formalization of interstate and regional collaborations through the development of written agreements. Upon release of the model MOU, policymakers and regulators will have access to a model legal framework identifying model WID provisions from legislation through implementation.

To support the above policy work, the Law Center conducts extensive legal research and provides technical assistance to Building Consensus partners. The Law Center maintains a compilation of AIS laws and regulations relevant to WID programs in the western United States. The Law Center prepares summary documents to inform legal reform efforts upon request. For example, in July 2016, the Law Center prepared a memo on state "Clean, Drain, and Dry" provisions and related requirements to inform discussions

of the Western Association of Fish and Wildlife Agencies (WAFWA), which subsequently led to WAFWA adopting a resolution on drain plugs and vegetation removal.

The Law Center also conducts and publishes scholarly research related to dreissenid mussels. In 2013, the Law Center partnered with the *Arizona Journal of Environmental Law and Policy* to publish a special issue focused on the recreational watercraft vector. The law review articles, written by Law Center staff and affiliated law students, covered a range of topics including state WID programs, the Lacey Act, 4th Amendment search and seizure issues, and privacy laws. In 2016, the Law Center published a law review article entitled "Working Together to Combat Invasive Species Threats: Strategies for Facilitating Cooperation between the National Park Service and the States." This article was included in a special issue of the *Natural Resources Journal* commemorating the 50th Anniversary of the National Park Service.

Project Schedule

Task 1. Project Management and Reporting

1.1 Fortnightly reports by Contractor to District.

1.2 Final report by Contractor to District

Deliverables: Fortnightly Reports.

Timeline: Every two weeks.

Task 2. Research Reciprocal Vessel Certification Programs Pros and Cons

2.1 Research reciprocal vessel certification programs in western US, e.g., water bodies in the state of Colorado, reciprocity by banding at Lake Perris and Silverwood Lake.

2.2 Identify reciprocal inspection programs that are working and why.

2.3 Identify reciprocal programs that have failed and why, e.g., Lake Piru, Castaic Lake and Pyramid Lake.

2.4 Identify northern California water bodies with significant vessel recreational use that would resist a reciprocal program and why.

Deliverables: Fortnightly report describing above research progress.

Timeline: Completed by July 2017.

Task 3. Research Current Mussel Prevention Programs in Neighboring Reservoirs

3.1 Site visits to Lakes Berryessa, Mendocino and Sonoma to investigate their current mussel prevention programs, including the responsible agency(ies). Reciprocal program will need to cross local, state and federal management boundaries.

3.2 Compare/contrast the programs at lakes Berryessa, Mendocino and Sonoma with Clear Lake's mussel prevention program.

Deliverable: Report on the similarities and differences between Clear Lake, Berryessa, Mendocino and Sonoma.

Timeline: Completed by August 2017

Task 4. Initiate Dialogue with Neighboring Water Body Agencies to Move Toward a Reciprocal Program

4.1 Initiate a dialogue with decision-makers at neighboring water body agencies to move toward reciprocity.

Deliverable: Report on success or failure and obstacles to establish a reciprocal mussel prevention program with neighboring water body agencies.

Timeline: Completed by September 2017

Task 5. Draft Model Reciprocal Vessel Certification Program Plan

5.1 Draft model reciprocal vessel certification program plan based on UMPS III (2016) protocols and standards.

5.1.a. Draft model will include regularity and method of inspections and sharing of results.

5.1.b. Draft model will include governance for an agreement.

5.1.c. Draft model will include auditing of program including undercover compliance activity.

5.1.d. Draft model will allow for adaptive management.

Deliverables: Draft model reciprocal vessel inspection and certification program plan.

Timeline: Completed by October 2017

Task 6. Distribute Draft Model Reciprocal Vessel Certification Program Plan

6.1 Distribute model reciprocal vessel certification program plan to decision-makers at neighboring water body agencies with request for review and response.

6.2 Requested responses to be reported.

Deliverables: Record of receipt of the model reciprocal vessel certification program plan by neighboring water body agencies. Fortnightly report with responses from neighboring water body agencies.

Timeline: Completed by December 2018

Task 7. Finalize Draft Model Reciprocal Vessel Certification Program Plan to be.

7.1 Comments received on the draft plan will be reviewed and incorporated as appropriate and the plan will be finalized.

Deliverable: Final model reciprocal vessel certification program plan.

Timeline: Completed by January 2018

Task 8. Prepare Model Policy Documents

8.1 Prepare model policy documents based on the final model reciprocal vessel certification program plan.

8.2 Policy documents, as feasible, will be developed as templates for agencies.

Deliverable: Report on options to implement a reciprocal boat inspection policy at other regional reservoir jurisdictions.

Timeline: Completed by February 2018

Task 9. Distribute Model Policy Documents to Implement Reciprocal Vessel Certification Program with Neighboring Reservoirs

9.1 Distribute model reciprocal vessel certification policy documents to decision-makers at neighboring water body agencies with request for response.

9.2 Requested policy review responses to be reported and incorporated as appropriate.

9.3 Convene a meeting to present the process, the plan, policy development and implementation approach with the affected agencies to gain collective feedback and mutual agreement that all will endorse and implement the policy and program.

Deliverables: Record of receipt of the model reciprocal vessel certification program plan and policy documents by neighboring water body agencies. Fortnightly report with responses from neighboring water body agencies. Report on feedback from meeting.

Timeline: Completed by April 2018

Model Quagga/Zebra Mussel Reciprocal Vessel Certification Program for Clear Lake and Neighboring Lakes



A cost proposal by Creative Resource Strategies, LLC

Proposed Fees

Task 1. Project Management and Reporting

1.1 Fortnightly reports by Contractor to District. (22 reports x 3 hrs/report = 66 hours x

\$100/hr = \$6,600)

1.2 Final report by Contractor to District (30 hours x \$100/hr = \$3,000)

Deliverables: Fortnightly Reports and final report.

Total: \$9,600

Task 2. Research Reciprocal Vessel Certification Programs Pros and Cons

2.1 Research reciprocal vessel certification programs in western US, e.g., water bodies in the state of Colorado, reciprocity by banding at Lake Perris and Silverwood Lake. (16 hrs x

\$100/hr = \$1,600)

2.2 and 2.3 Identify reciprocal inspection programs that are working and why, and those that have failed and why – analysis (32 hrs x \$100/hr = \$3,200)

2.4 Identify northern California water bodies with significant vessel recreational use that would resist a reciprocal program and why. (4 hrs x \$100/hr = \$400)

Deliverables: Fortnightly report describing above research progress.

Total: \$5,200

Task 3. Research Current Mussel Prevention Programs in Neighboring Reservoirs

3.1 Site visits to Lakes Berryessa, Mendocino and Sonoma to investigate their current mussel prevention programs, including the responsible agency(ies). Reciprocal program will need to cross local, state and federal management boundaries. (Travel = \$3,000; meetings with agency leads = 40 hrs x \$150/hr = \$5,000 x 2 = \$12,000)

3.2 Compare/contrast the programs at lakes Berryessa, Mendocino and Sonoma with Clear Lake's mussel prevention program – analysis (16 hrs x \$100/hr = \$1,600)

Deliverable: Report on the similarities and differences between Clear Lake, Berryessa, Mendocino and Sonoma. (report production = 24 hrs x \$100/hr = \$2,400)

Total: \$19,000

Task 4. Initiate Dialogue with Neighboring Water Body Agencies to Move Toward a Reciprocal Program

4.1 Initiate a dialogue with decision-makers at neighboring water body agencies to move toward Reciprocity – prep for workshop and workshop (32 hrs x \$150/hr x 2 = \$9,600)

Deliverable: Report on success or failure and obstacles to establish a reciprocal mussel prevention program with neighboring water body agencies. (24 x \$100/hr = \$2,400)

Total: \$12,000

Task 5. Draft Model Reciprocal Vessel Certification Program Plan

5.1 Draft model reciprocal vessel certification program plan based on UMPS III (2016) protocols and standards. (80 hrs x \$100/hr = \$8,000)

5.1.a. Draft model will include regularity and method of inspections and sharing of results.

5.1.b. Draft model will include governance for an agreement.

5.1.c. Draft model will include auditing of program including undercover compliance activity.

5.1.d. Draft model will allow for adaptive management.

Deliverables: Draft model reciprocal vessel inspection and certification program plan.

Total: \$8,000

Task 6. Distribute Draft Model Reciprocal Vessel Certification Program Plan

6.1 Distribute model reciprocal vessel certification program plan to decision-makers at neighboring water body agencies with request for review and response – workshop to discuss plan elements and obtain initial feedback (Travel = \$2,000; workshop prep and workshop 16 hrs x \$150/hr = \$2,400 x 2 = \$4,800)

6.2 Requested responses to be reported. (16 hrs x \$100/hr = \$1,600)

Deliverables: Record of receipt of the model reciprocal vessel certification program plan by

neighboring water body agencies. Fortnightly report with responses from neighboring water body agencies. (40 hrs x \$100/hr = \$4,000)

Total: \$10,400

Task 7. Finalize Draft Model Reciprocal Vessel Certification Program Plan to be.

7.1 Comments received on the draft plan will be reviewed and incorporated as appropriate and the plan will be finalized.

Deliverable: Final model reciprocal vessel certification program plan. (32 hrs x \$100/hr = \$3,200)

Total: \$3,200

Task 8. Prepare Model Policy Documents

8.1 Prepare model policy documents based on the final model reciprocal vessel certification program plan. (100 hrs x \$150/hr = \$15,000)

8.2 Policy documents, as feasible, will be developed as templates for agencies. (32 hrs x \$150/hr = \$4,800)

Deliverable: Report on options to implement a reciprocal boat inspection policy at other regional reservoir jurisdictions.

Total \$19,800

Task 9. Distribute Model Policy Documents to Implement Reciprocal Vessel

Certification Program with Neighboring Reservoirs

9.1 Distribute model reciprocal vessel certification policy documents to decision-makers at neighboring water body agencies with request for response.

9.2 Requested policy review responses to be reported and incorporated as appropriate. (12 hrs x \$100/hr = \$1,200)

9.3 Convene a meeting to present the process, the plan, policy development and implementation approach with the affected agencies and stakeholders to gain collective feedback and mutual agreement that all will endorse and implement the policy and program. (workshop prep and facilitation = 32 hrs x \$100/hr = \$3,200; travel = \$3,000; 16 hrs x \$150/hr x 2 = \$4,800)

Deliverables: Record of receipt of the model reciprocal vessel certification program plan and policy documents by neighboring water body agencies. Fortnightly report with responses from neighboring water body agencies. Report on feedback from meeting.

Total: \$12,200

Total Project Cost = \$99,400

Project management: 10% of total

Total project cost = \$99,400 + \$9,940 = \$109,340

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to County, and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to County, ten (10) days notice if cancellation is due to nonpayment of premium.

CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

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

Certificates evidencing the issuance of the following insurance shall be filed with County within ten (10) days after the date of execution of this Agreement by CONTRACTOR and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONTRACTOR shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONTRACTOR's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONTRACTOR, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the County for each subcontractor which shall be subject to review and approval by County. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured

endorsements required of CONTRACTOR described with particularity hereinbelow.

- F. **Additional Insured Endorsement.** 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, designated agents, and appointed 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 he has had delivered to County the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

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

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions as they apply to County or CONTRACTOR shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

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.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONTRACTOR agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

CONTRACTOR agrees to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under this Agreement.

County shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the County, its officers, officials, employees, designated agents, appointed volunteers and CONTRACTOR as additional insureds.