

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the City of Santa Maria, a political subdivision of the State of California (hereafter CITY), and the Santa Maria Public Airport District, a special district (hereafter AIRPORT DISTRICT) (COUNTY, CITY, and AIRPORT DISTRICT hereafter collectively, AGENCIES), Langan CA, Inc., a California corporation ("CONTRACTOR"), with an address at 924 Anacapa Street, Suite 2X Santa Barbara, CA 93101 wherein CONTRACTOR agrees to provide and AGENCIES agree to accept the services specified herein.

WHEREAS, the COUNTY, CITY, and AIRPORT DISTRICT entered into a Common Interest Agreement to provide for the sharing of responsibilities, information, and costs with respect to the required actions under the CAO, including the retention of CONTRACTOR.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by AGENCIES and is willing to perform such services, and AGENCIES desire to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVES

Skip Grey at phone number 805-451-9949 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY.

Thomas Watson at phone number 805-925-0951 is the representative of the CITY and will administer this Agreement for and on behalf of the CITY.

_____ at phone number 805-_____ is the representative of AIRPORT DISTRICT and will administer this Agreement for and on behalf of AIRPORT DISTRICT.

Cory Lavoie (contractor) at phone number 805-957-6011 is the authorized representative for CONTRACTOR.

Changes in designated representatives shall be made only after advanced written notice to the other parties.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:

Skip Grey
County of Santa Barbara
260 N. San Antonio Road
Santa Barbara, CA 93110

To CITY:

To AIRPORT DISTRICT:

To CONTRACTOR:

Cory Lavoie
Langan CA, Inc.
924 Anacapa Street, Suite 2X
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR shall provide to AGENCIES the services (the "Services") as set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

4. **TERM**

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under the Statement of Work, but no later than March 31, 2032 unless otherwise directed by AGENCIES or unless earlier terminated in accordance with the provisions of this Agreement.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, with the total of each invoice split into equal shares between AGENCIES, which shall include the contract number assigned by COUNTY, delivered to AGENCIES at the addresses for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to AGENCIES,

and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY, CITY, or AIRPORT DISTRICT. Furthermore, AGENCIES shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, AGENCIES shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY, CITY, OR AIRPORT DISTRICT employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY, CITY, and/or AIRPORT DISTRICT harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the AGENCIES or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of AGENCIES, or to bind AGENCIES to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to AGENCIES pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at any of AGENCIE'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to AGENCIES that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, county, or city government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall AGENCIES pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. AGENCIES shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should any of AGENCIES be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse AGENCIES for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income,

which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to AGENCIES, in writing, any potential conflict of interest. AGENCIES, and only for themselves, retain the right to waive a conflict of interest disclosed by CONTRACTOR if AGENCIES, and only for themselves, determine it to be immaterial, and such waiver is only effective if provided by the respective AGENCIES to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

AGENCIES, and each of them, shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of AGENCIES.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to AGENCIES all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). AGENCIES shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless AGENCIES, and each of them, against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by AGENCIES, and each of them, in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use any of AGENCIES' names or logos or any variation of such names or logos in any publicity, advertising or promotional materials. CONTRACTOR shall not use AGENCIES' names or logos in any manner that would give the appearance that the any or all of AGENCIES are endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of AGENCIES, individually or collectively. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the AGENCIES or their respective or collective projects, without obtaining the prior written approval of the respective AGENCIES in each instance.

13. AGENCIES PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written

consent.

All of CITY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of CITY in connection with this Agreement ("CITY Property") and any derivative works of the CITY Property shall remain CITY's property, and CONTRACTOR shall return or delete CITY Property whenever requested by CITY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use CITY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any CITY Property without CITY's prior written consent.

All of AIRPORT DISTRICT's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of AIRPORT DISTRICT in connection with this Agreement ("AIRPORT DISTRICT Property") and any derivative works of the AIRPORT DISTRICT Property shall remain AIRPORT DISTRICT's property, and CONTRACTOR shall return or delete AIRPORT DISTRICT Property whenever requested by AIRPORT DISTRICT, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use AIRPORT DISTRICT Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any AIRPORT DISTRICT Property without AIRPORT DISTRICT's prior written consent.

CONTRACTOR may use such items only in connection with providing the services.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. AGENCIES, and each of them, shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice to all parties to this Agreement. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of any of the AGENCIES or as part of any audit of any of the AGENCIES, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by AGENCIES or the State, at no charge to AGENCIES.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from AGENCIES, and any of them, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to AGENCIES as specified by AGENCIES in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that AGENCIES, and each of them, shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the AGENCIES, respectively desire.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of AGENCIES. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By AGENCIES. Any of the AGENCIES may, by written notice to CONTRACTOR and all parties listed in Section 2 (Notices) above, terminate this Agreement in whole or in part at any time, whether for any of the AGENCIES's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** Any of the AGENCIES, individually, may terminate this Agreement in whole or in part upon thirty (30) days written notice to all parties listed in Section 2 (Notices) above. Unless notice is given by the remaining AGENCIES, this Agreement shall continue to exist and CONTRACTOR shall continue to provide services hereunder to the non-terminating AGENCIES, who shall be responsible for equal shares of services thereafter. The AGENCIES acknowledge that they have entered into a Common Interest Agreement, which includes a termination clause. If any of the AGENCIES exercises the voluntary termination of the Common Interest Agreement, it shall also be required to give concurrent notice of termination of this Agreement. If this Agreement is terminated by all AGENCIES, during the thirty (30) day period, CONTRACTOR shall, as directed by AGENCIES, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on AGENCIES from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State, COUNTY or CITY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then AGENCIES will notify CONTRACTOR and all parties listed in Section 2 (Notices) above of such occurrence, and AGENCIES may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. If less than all AGENCIES terminate the Agreement under this provision, this Agreement shall continue to exist and CONTRACTOR shall continue to provide services hereunder to the non-terminating AGENCIES, who shall be responsible for equal shares of services thereafter. Subsequent to termination of this

Agreement under this provision, the terminating AGENCIES shall have no obligation to make payments with regard to the remainder of the Term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, AGENCIES may, at AGENCIES' sole option, terminate or suspend this Agreement in whole or in part upon written notice to all parties listed in Section 2 (Notices) above ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify AGENCIES in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise. If less than all AGENCIES terminate the Agreement under this provision, this Agreement shall continue to exist and CONTRACTOR shall continue to provide services hereunder to the non-terminating AGENCIES, who shall be responsible for equal shares of services thereafter. The non-terminating AGENCIES shall also retain all rights against the defaulting AGENCIES, including but not limited to those set forth in the Common Interest Agreement.
- B. **By CONTRACTOR.** Should any of the AGENCIES fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by AGENCIES within thirty (30) days of written Notice to COUNTY of such late payment. If less than all AGENCIES fail to pay CONTRACTOR, CONTRACTOR may terminate the AGREEMENT as to the defaulting AGENCIES only, and may continue to provide services hereunder to the non-defaulting AGENCIES, who shall be responsible for equal shares of services thereafter.
- C. Upon termination, CONTRACTOR shall deliver to AGENCIES, or any terminating AGENCIES, all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as AGENCIES may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, terminating AGENCIES shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to AGENCIES such financial information as in the judgment of AGENCIES is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of AGENCIES shall be final. The foregoing is cumulative and shall not affect any right or remedy which AGENCIES may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to AGENCIES is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of AGENCIES to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to AGENCIES, and each of them, shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of AGENCIES, and each for themselves.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether AGENCIES, or any of them, are a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and AGENCIES.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in Exhibit A ("Subcontractors"). Contractor shall be fully responsible for all services performed by Subcontractors. Contractor shall secure from each of Subcontractor a legally binding written agreement to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

33. **HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided by AGENCIES may be classified, and may also be labeled, as proprietary confidential information ("Confidential Information"). CONTRACTOR shall comply with the following special provisions with respect to Confidential Information:

- a. CONTRACTOR shall ensure that all reasonable steps are taken to prevent disclosure of the Confidential Information to any person except personnel of CONTRACTOR who have a need to know such Confidential Information for the purposes of fulfilling CONTRACTOR's obligations hereunder, and provided that such Confidential Information shall only be used to the extent necessary to fulfill CONTRACTOR's obligations hereunder.
- b. Upon termination of this Agreement, CONTRACTOR shall return all copies of the Confidential Information directly to the AGENCIES representatives designated above.

34. **NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the AGENCIES representatives designated above. CONTRACTOR further agrees to refer all media requests to the AGENCIES representatives designated above.

35. **ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 35 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits attached hereto, the provisions contained in the Numbered Sections shall control prevail over those in the Exhibits, other than Exhibit C, which Exhibit C shall control and prevail. If the Statement of Work, or quote(s) provided by CONTRACTOR incorporated into the Statement of Work, includes any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency,

gap, ambiguity, or conflicting language between the AGENCIES' terms set forth in the Numbered Sections and Exhibits B and C, on the one hand, and CONTRACTOR's Terms, on the other, the AGENCIES' terms shall take precedence and control, followed by CONTRACTOR's Terms, if any.

36. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its officers, directors, partners, employees, agents, and subconsultants, to AGENCIES, and anyone claiming through or under AGENCIES for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the full amount of available limits maintained by the CONTRACTOR. To the extent insurance coverage is afforded, AGENCIES require and shall be entitled to the full amount of available limits maintained by the CONTRACTOR. To the extent insurance coverage is not afforded, CONTRACTOR shall not be released from indemnity obligations in accordance with Exhibit C.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on _____, 2024.

"COUNTY"

"CONTRACTOR"

By: _____
Kirk Lagerquist, General Services Director

By: _____

Name: _____

Title: _____

"CITY"

By: _____
Department Head

"AIRPORT DISTRICT"

By: _____
Department Head

End of Agreement

EXHIBIT A (to the Sample Agreement for Services)

STATEMENT OF WORK

The scope of work to be performed by CONTRACTOR shall include, but not be limited to:

Conduct Work as Needed to Respond to the Order, including but not limited to:

- *Conduct project oversight, act as point of contact, and other technical support, as needed, to timely respond to Cleanup and Abatement Order R3-2023-0070 and Monitoring and Reporting Program Order No. R3-2023-0071 (including any subsequent amendments) requirements and other directives of the Regional Water Board relating to the Site.*
- *Conduct environmental site assessments and investigations, risk assessments, groundwater monitoring, workplans, reports, feasibility studies, remedial design, remediation, cost analyses, alternative analyses, and other technical environmental services as needed.*

Review and Provide Comment on Work Performed at the Site, including but not limited to:

- *Provide comment and direction on existing data, data gaps, and additional investigations necessary to fully delineate the site.*
- *Review, interpret, and provide comment and direction on any data, reports or other response actions by any other discharger named in the Cleanup and Abatement Order R3-2023-0070 and Monitoring and Reporting Program Order No. R3-2023-0071 (including any subsequent amendments).*
- *Provide legal support and related support at the direction of legal counsel, if necessary.*

Prior to starting any work on this Project or performing any services, the CONTRACTOR shall provide to all AGENCIES' DESIGNATED REPRESENTATIVES a task order of the services to be provided for a particular phase or scope of work as part of this Project with a not to exceed budget for the work included in the task order. No work is authorized to be performed until all AGENCIES' DESIGNATED REPRESENTATIVES approve the proposed task order and budget in writing. In addition, work may be directed by the AGENCIES' DESIGNATED REPRESENTATIVES, as long as the proposed work is outlined in a task order with a not to exceed budget for the work that has been approved by all the AGENCIES' DESIGNATED REPRESENTATIVES.

Suspension for Convenience. AGENCIES' DESIGNATED REPRESENTATIVES may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. The AGENCIES shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,572,000. As provided in Exhibit A, CONTRACTOR services shall only be approved, directed and provided by written task order with a “not to exceed” budget that has been approved in writing by the AGENCIES’ DESIGNATED REPRESENTATIVES. Any extra work or costs in excess of the amount listed in the task order must first be reviewed and approved by the AGENCIES’ DESIGNATED REPRESENTATIVES in writing before such work is allowed and will be compensated.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by the AGENCIES. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B-1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Quarterly, CONTRACTOR shall submit three invoices (one to the COUNTY, one to the CITY, and one to the AIRPORT DISTRICT) that represents the prorated costs of all services provided under the approved task order for the period specified. Invoices shall be provided to the AGENCIES’ DESIGNATED REPRESENTATIVES for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. AGENCIES’ DESIGNATED REPRESENTATIVES shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 and the approved task order budget shall initiate payment processing. COUNTY, CITY and AIRPORT DISTRICT shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims form CONTRACTOR.
- D. COUNTY, CITY, or AIRPORT DISTRICT'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY, CITY, or AIRPORT DISTRICT’S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1 (Schedule of Fees)

Langan estimates a not-to-exceed budget of \$7,000 is needed to prepare the Draft Groundwater Monitoring Network and Treatment System Workplan describe in Action Number 1a and 1b of the Order. Langan's Schedule of Fees in included in the following pages.

The remaining actions in the Order and additional actions identified by Langan have been estimated in the table below.

| Task Order | Task | Order Action Number | Description | Low Estimate | High Estimate | Type |
|-----------------------|------|---------------------|---|--------------------------|--------------------|----------|
| 1 | 1-1 | 1a-1b | Workplan - Groundwater Network & Treatment System Evaluation | \$7,000 | | Budget |
| 2 | 2-1 | 1c | Implementation - Groundwater Network & Treatment System Evaluation | \$ 15,000 | \$ 20,000 | Planning |
| 2 | 2-2 | 1d | Report - Groundwater Network & Treatment System Evaluation | \$ 10,000 | \$ 15,000 | Planning |
| 2 | 2-3 | 1d | Workplan - Groundwater Network Restoration & Expansion | \$ 10,000 | \$ 15,000 | Planning |
| 2 | 2-4 | N/A | Permitting - Well Destruction / Installation | \$ 5,000 | \$ 10,000 | Planning |
| 2 | 2-5 | 1e | Implementation - Groundwater Network Restoration & Expansion ⁽¹⁾ | \$ 50,000 | \$ 150,000 | Planning |
| 2 | 2-6 | 1f | Report - Groundwater Network Restoration & Expansion | \$ 10,000 | \$ 15,000 | Planning |
| 2 | 2-7 | 2 | 2024-2028 Quarterly Groundwater Monitoring & Reporting (5 Years) ⁽²⁾ | \$ 370,000 | \$ 440,000 | Planning |
| 3 | 3-1 | 3a-3c | Workplan - Onsite & Offsite Investigation | \$ 10,000 | \$ 15,000 | Planning |
| 3 | 3-2 | 3d | Implementation - Onsite & Offsite Investigation ⁽¹⁾ | \$ 100,000 | \$ 200,000 | Planning |
| 3 | 3-3 | 3e | Report - Site Investigation | \$ 15,000 | \$ 20,000 | Planning |
| 3 | 3-4 | 3f | Workplan, Implementation, Report - Supplemental Investigation ⁽¹⁾ | Assume No Data Gaps | | Planning |
| 4 | 4-1 | N/A | Report - Site Conceptual Model & Human Health Risk Assessment | \$ 15,000 | \$ 20,000 | Planning |
| 4 | 4-2 | 4a | Report - Feasibility Study | \$ 10,000 | \$ 15,000 | Planning |
| 5 | 5-1 | 4b | Workplan - Remedial Action Plan | \$ 10,000 | \$ 15,000 | Planning |
| 5 | 5-2 | N/A | Plan - Public Participation Plan | \$ 5,000 | \$ 10,000 | Planning |
| 5 | 5-3 | N/A | Permitting - Remedial Action Plan | \$ 15,000 | \$ 20,000 | Planning |
| 5 | 5-4 | 4c | Implementation - Remedial Action Plan | \$ 500,000 | \$ 1,500,000 | Planning |
| 5 | 5-5 | 4d | Report - Quarterly Remediation Progress (2 Report) | \$ 5,000 | \$ 10,000 | Planning |
| 5 | 5-6 | N/A | Report - Remedial Action Completion Report / Closure Request | \$ 15,000 | \$ 20,000 | Planning |
| 5 | 5-7 | 4e | Workplan, Implementation, Report - Additional Remediation | Assume No Further Action | | Planning |
| 6 | 6-1 | N/A | Land Use Covenant, Soil Management Plan & Deed Restriction | \$ 5,000 | \$ 10,000 | Planning |
| 6 | 6-2 | N/A | Annual Post-Closure Groundwater Monitoring (5 Years) | \$ 25,000 | \$ 30,000 | Planning |
| 6 | 6-3 | N/A | 5 Year Review Report | \$ 10,000 | \$ 15,000 | Planning |
| Total Estimate | | | | \$1,217,000 | \$2,572,000 | Planning |

Notes:

1) A portion of this task may be subject to prevailing wage requirements

2) Cost assumes monitoring of up to 20 groundwater wells (16 shallow and 4 deep) on a quarterly basis for 5 years; however, results for each sampling event will be reviewed to evaluate optimizing the value of information and proposing de-escalation when appropriate. This includes data compilation, creating an electronic database, and a historical data usability evaluation.

Prevailing wage requirements are not anticipated for Langan's services covered by this proposal; however, as the project progress certain subcontracted tasks may be subjected to prevailing wage requirements applicable to public work projects. Tasks that have an applicable prevailing wage component are identified in the above table. In addition, Langan's experience managing prevailing wage requirements in summarized below.

Prevailing Wage

Langan works on over 5,000 projects per year across the United States, many of which are large public works projects which include prevailing wage as determined by the Director of the Department of Industrial Relations. Langan is registered and compliant with DIR, and our CA DIR registration number is 10000034324. From our extensive experience, we have a deep understanding of prevailing wage.

To ensure compliance with labor requirements, we have implemented a comprehensive training program for our workforce. Our employees receive regular training on labor laws and regulations, including prevailing wage

requirements. We also have a dedicated compliance team that monitors and tracks compliance throughout the project. In addition, we have obtained several certifications related to labor compliance, including the Certified Payroll Professional (CPP) certification which demonstrates our commitment to compliance and our expertise in payroll and labor laws.

Langan is committed to incorporating skilled and trained workforce requirements during performance of the work. Our commitment to meeting these requirements is reflected in our hiring process, which includes skills assessments and training

EXHIBIT B-1 (Schedule of Fees)

programs to ensure that our employees are qualified and trained to meet the requirements of public work projects. We also provide ongoing training and development opportunities to ensure that our employees are up-to-date on the latest industry standards and best practices.

Assumptions:

Variations to the schedule, scope of services, or site conditions may require a modification of the estimated fee.

Langan will be authorized to complete electronic submittals to the Water Board using the State Water Board GeoTracker data management system.

Up to one round of consolidated comments will be provided from the County, City and Airport District.

Up to one round of comments will be received by the Regional Water Quality Control Board.

Regulatory oversight and permitting fees are excluded from costs.

To provide safe right of entry to perform Langan's services, the AGENCIES and Langan shall take all reasonably necessary steps to obtain access to the site to complete the scope of work, including executing a temporary entry permit or any site access or license agreement(s) that may be required with the current owner(s) of the site. The County's Real Property Division will generate any Temporary Entry Permits needed.

EXHIBIT B-1 (Schedule of Fees)

SCHEDULE OF FEES AND CONDITIONS (Public Agency) Effective 1 January 2024

| BILLING CATEGORY | HOURLY BILLING RATE (\$) |
|--|--------------------------|
| Technician - Level I (Engineering Technicians) | 95 |
| Technician - Level II (Technicians/Word Processing/Technical Typists/Financial Analysts) | 110 |
| Technician - Level III (Engineering Technicians/Inspectors, CADD and GIS) | 125 |
| Staff Personnel - Level I | 135 |
| Staff Personnel - Level II | 140 |
| Staff Personnel - Level III | 145 |
| Senior Staff Personnel - Level I | 155 |
| Senior Staff Personnel - Level II | 160 |
| Senior Staff Personnel - Level III | 165 |
| Project Personnel - Level I | 170 |
| Project Personnel - Level II | 175 |
| Project Personnel - Level III | 180 |
| Senior Project Personnel - Level I | 195 |
| Senior Project Personnel - Level II | 205 |
| Associate | 235 |
| Senior Associate | 245 |
| Associate Principal | 255 |
| Principal | 265 |
| Senior & Managing Principal | 275 |

- Senior Consultants are billed at \$275/Hour
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$210 per day.

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

REIMBURSABLE EXPENSES

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AGENCIES) and hold harmless AGENCIES and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by AGENCIES on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to AGENCIES, active as well as passive negligence but does not apply to AGENCIES' sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify AGENCIES immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the AGENCIES require and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCIES.

B. Other Insurance Provisions

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

1. **Additional Insured** – AGENCIES, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the AGENCIES, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCIES, their officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the AGENCIES.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to AGENCIES a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCIES by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCIES have received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the AGENCIES. The AGENCIES may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by AGENCIES, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the AGENCIES with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the AGENCIES before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The AGENCIES reserve the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, AGENCIES have the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by AGENCIES as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that AGENCIES are an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – AGENCIES reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of AGENCIES to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of AGENCIES.