

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN COUNTY OF SAN MATEO LAFCO AND
V. W. HOUSEN & ASSOCIATES, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement," is formally entered into on this 18th day of January, 2023, by and between County of San Mateo Local Agency Formation Commission ("LAFCO"), hereinafter referred to as "Client", and V.W. Housen & Associates, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Client requires a limited peer review of documents related to East Palo Alto Sanitary District and City of East Palo Alto, as described in the proposal included as Exhibit A; and

WHEREAS, Consultant has available and offers to provide expertise necessary to accomplish such work as may be requested by Client; and

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

Consultant is retained to provide the services to Client described in Exhibit A, which involves a peer review of the client Memorandum titled, "Sanitary Sewer Capital Improvement and Operation Plan Development, East Palo Alto, California" ("F&L Memo"), responses to eight questions presented in the December 15, 2022 email from LAFCO to Consultant, and as-needed hourly services for follow-on questions or meeting attendance.

II. TIME FOR COMPLETION

The work shall be completed by June 30, 2023.

III. COMPENSATION

For services to be performed by Consultant, Client agrees to pay, and Consultant agrees to accept, payment in accordance with the Consultant's Billing Rate Schedule that is the most current as of the date that services are provided. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement. Base services shall not exceed \$9,100, plus contingency hours to be paid per the rate schedule for virtual meeting participation up to 5 additional hours outside base services for a total not-to-exceed budget of \$10,725 (See Exhibit A). Time worked will be rounded up to the nearest 15 minute increment. Consultant will invoice the Client on a monthly basis. All work related to or required for testimony will be invoiced as an expert witness. Client shall pay such invoices within thirty (30) days after their receipt. The 2023 Billing Rate Schedule is included as Exhibit B.

IV. RESPONSIBILITY OF CLIENT

Client agrees to furnish to Consultant all needed studies, reports, documentation, information, and other available data pertinent to the Consultant's services, and Consultant shall be entitled to use and rely upon all such information and services provided by Client or others in performing Consultant's services under this Agreement.

Client shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to perform hereunder, it shall act as an independent consultant for and on behalf of Client. Client shall not direct the work and means for accomplishment of the services and work to be performed hereunder. Client, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

VI. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client and their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees), arising out of performance of the work, to the extent that any such claim, damage, loss, or expense is caused by negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

VII. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

A. **Comprehensive General Liability Insurance.** Insurance including premises/operations, products/completed operations, blanket contractual, and broad form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence, and \$2,000,000 per year in aggregate.

B. **Automobile Bodily Injury and Property Damage Liability.** Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$1,000,000 per occurrence.

C. **Workers Compensation and Employers Liability.** Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and Jones Act, if applicable. The employer's liability limit shall not be less than \$1,000,000.

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D. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

VIII. ASSIGNMENT

This agreement is binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by either client or consultant without prior written consent of the other.

IX. TERMINATION

Client may terminate this agreement for its convenience. Consultant shall be compensated for completed and useful work performed to the date of termination.

X. LIABILITY LIMITATION PROVISION

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate total amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$50,000, whichever is greater. The agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Client to account for the increase in the Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

XI. INTEGRATION

This agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

XII. SUBCONTRACTS

No subcontract shall be awarded by Consultant until prior written approval is obtained from the District.

XIII. UNCONTROLLABLE FORCES

Neither Client nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces"

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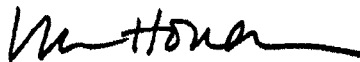
shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by the other party to this Agreement, strikes (except strikes of Consultant's employees), work slowdowns or other labor disturbances not involving Consultant's employees, and judicial restraint.

XIV. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

V. W. HOUSEN & ASSOCIATES, INC.


Signature

Vivian Housen
Printed Name

Principal
Title

January 13, 2023
Date

COUNTY OF SAN MATEO LAFCO


Signature

Roberto J. Bartoli Jr.
Printed Name

Executive Officer, San Mateo LAFCO
Title

1/19/2023
Date