

**AGREEMENT BETWEEN THE COUNTY OF LAKE AND LUHDORFF & SCALMANINI  
FOR CONSULTANT SERVICES TO PREPARE  
THE BIG VALLEY GROUNDWATER SUSTAINABILITY PLAN ANNUAL REPORT**

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of February, 2024, by and between the County of Lake, hereinafter "COUNTY" and Luhdorff & Scalmanini, Consulting Engineers., hereinafter "CONTRACTOR".

WHEREAS, COUNTY is in need of consulting services to prepare the Big Valley Groundwater Sustainability Plan Annual Report; and

WHEREAS, CONTRACTOR has significant experience with Big Valley Groundwater Sustainability Plan Annual Report development and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

**CONTRACTOR SERVICES AND COMPENSATION**

1. CONTRACTOR shall provide consultant services as assigned by COUNTY for the development of an Annual Report for the Big Valley Groundwater Sustainability Plan.
2. COUNTY shall compensate CONTRACTOR for said services at a time and material basis based upon rates and scope of services detailed in the CONTRACTOR'S proposal which is attached as Exhibit "A" with a not to exceed amount of \$26,400.

**TERM AND TERMINATION**

3. This Agreement shall be effective on the date hereinabove entered into and continue until and unless terminated by either COUNTY or by CONTRACTOR, upon fifteen (15) days notice to the other party.

**ASSIGNMENT**

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

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**INSURANCE**

5. CONTRACTOR shall procure and maintain the insurance required by this paragraph. Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

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 \$500,000.00) combined single limit coverage per occurrence.

Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, professional liability insurance 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.

**INDEPENDENT CONTRACTOR**

6. It is specifically understood and agreed that, in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent or servant of COUNTY.

**INDEMNIFICATION \_ HOLD HARMLESS**

7. CONTRACTOR shall indemnify and hold harmless COUNTY from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by CONTRACTOR.

**ATTORNEYS FEES AND COSTS**

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

**ADDITIONAL PROVISIONS**

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

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Executed at Lakeport, California on \_\_\_\_\_

COUNTY OF LAKE

CONTRACTOR

\_\_\_\_\_  
CHAIR, Board of Supervisors

\_\_\_\_\_  
Luhdorff & Scalmanini,

ATTEST: SUSAN PARKER

APPROVED AS TO FORM:  
LLOYD GUINTIVANO

\_\_\_\_\_  
Clerk of the Board of Supervisors

  
\_\_\_\_\_  
County Counsel