

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SZS ENGINEERING ACCESS, INC.
FOR FISCAL YEARS 2018-2019 THROUGH 2019-2020**

This Agreement, entered into this 6th day of November, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SZS Engineering Access, Inc. formally known as SZS Consulting Group, LLC, a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, on September 7, 2016, COUNTY entered into a Consent Decree with the United States Department of Justice which requires the commencement of the Humboldt County Americans with Disabilities Act Compliance Project; and

WHEREAS, the purpose of the Humboldt County Americans with Disabilities Act Compliance Project is to bring all COUNTY owned and leased facilities into compliance with the standards of the Americans with Disabilities Act ("ADA") by September 13, 2019; and

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, retained a qualified professional ADA compliance firm to provide specified architectural assessment services in order to assist COUNTY in meeting the goals and objectives of the Humboldt County Americans with Disabilities Compliance Project; and

WHEREAS, the Parties previously entered into an agreement on March 16, 2017 and amended this agreement on four (4) separate occasions on May 25, 2017, August 3, 2017, October 3, 2017, and March 20, 2018 to extend the term, scope of services, and compensation amount; and

WHEREAS, the term of the previous agreement and amendments with CONSULTANT expired on June 30, 2018; and

WHEREAS, the Parties wish to memorialize the current informal agreement between the Parties for the continue service; and

WHEREAS, COUNTY must retain the services of an independent licensed architect approved by the Department of Justice though the term of the Consent Decree, September 2019.

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, Pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY, or any department thereof; and

WHEREAS, CONSULTANT has represented that it is specially trained, skilled, experienced and qualified to perform the architectural assessment services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish professional architectural assessment and inspection services required by Sections 16-18, 30-39, 43-51 and 61 of the Consent Decree entered into by COUNTY and the United States Department of Justice on September 7, 2016 incorporated herein by reference as if set forth in full. CONSULTANT shall provide all such architectural assessment and inspection services in accordance with the timeframes set forth in Attachments G, H, I and J of the Consent Decree, which are incorporated herein by reference as if set forth in full. CONSULTANT shall provide all such services as included in the Scope of Services as included as Exhibit B. In providing such services, CONSULTANT agrees to fully cooperate with the Humboldt County Administrative Officer or a designee thereof.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, and other documents prepared by CONSULTANT pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents prepared by CONSULTANT pursuant to the terms and conditions of this Agreement within five (5) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon signature date and be retroactive to July 1, 2018 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause, at any time, upon thirty (30) days advance written notice to CONSULTANT. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be

terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for services rendered pursuant to the terms and conditions of this Agreement through and including the date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Five Hundred Thousand Dollars (\$500,000.00). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit A – Schedule of Rates.
- C. Additional Compensation. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as of the invoice date. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Administrative Officer and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office – Management and Budget Team
Attention: Karen Clower, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the

receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office – Management and Budget Team
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

CONSULTANT: SZS Engineering Access, INC.
Attention: Syroun Sanossian
2225 E. Bayshore Road, Suite 200
Palo Alto, California 94303

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each month using the format required by the State of California and/or the United States Department of Justice, as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subconsultants, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. During the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. The COUNTY shall provide written notification to the CONSULTANT identifying specific information provided to the CONSULTANT, as confidential.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards pertaining to confidentiality and/or privacy.

12. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subconsultants, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subconsultants, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and federal laws and regulations, all as may be amended

from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

By executing this Agreement, CONSULTANT certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required by this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONSULTANT pursuant to the terms and conditions of this Agreement, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subconsultants hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants:
1. Comprehensive or Commercial General Liability Insurance, at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and

its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.

4. Professional Liability Insurance – Error and Omission Coverage in an amount of no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the services provided by, or on behalf of, CONSULTANT pursuant to the terms and conditions of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage:

provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other remedies available under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

Humboldt County Administrative Office – Management and Budget Team
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

CONSULTANT: SZS Engineering Access, INC.
Attention: Syroun Sanossian
2225 E. Bayshore Road, Suite 200
Palo Alto, California 94303

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subconsultants hereunder agree to be bound by the applicable terms and conditions of this Agreement. However, nothing herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services provided pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall, without hesitation or exception, promptly turn over to COUNTY all information, writings and documents pertaining to the services provided pursuant to the terms and conditions of this Agreement.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all

subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 - Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

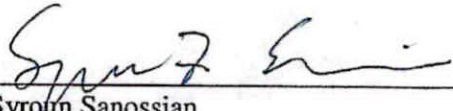
This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

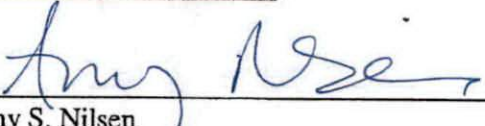
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

SZS Engineering Access, Inc.:

By: 
Syroon Sanossian
Principal

Date: 10/22/2018

COUNTY OF HUMBOLDT:

By: 
Amy S. Nilsen
County Administrative Officer

Date: 11/6/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/6/2018

LIST OF EXHIBITS

Exhibit A – Schedule of Rates
Exhibit B – Scope of Services

CONSULTANT will work with COUNTY to update the plan and timetable to obtain approval from the United States.

7. K.38: Annually, CONSULTANT will confirm to the United States that COUNTY has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and its timetable.
8. K.39: Annually on September 7th, or as needed, CONSULTANT will confirm to the United States that COUNTY has provided curb ramps or other sloped areas where required that comply with the 2010 ADA Standards and any applicable standards that are deemed more stringent.
9. For facilities that have exceeded established deadlines as listed in the Consent Decree, CONSULTANT will provide one additional report and an Attachment B will be created and provided to COUNTY and the United States, when all barriers to access have been remediated. Interim assessments requested by COUNTY will be completed by the CONSULTANT to certify partial compliance to record progress where full compliance is not yet achieved. CONSULTANT will not submit a revised report to COUNTY or the United States until all barriers have been remediated. CONSULTANT will provide updates to Wrike (a COUNTY project management software) to inform COUNTY of the status of each barrier, after interim assessments are performed.
10. For facilities that have not exceeded established deadlines as listed in the Consent Decree, COUNTY may request CONSULTANT to assess partial remediation of barriers prior to the deadlines contained within the Consent Decree. At the COUNTY's request, CONSULTANT will perform an assessment to certify elements prior to the deadline. A revised report will not be submitted to the COUNTY for the interim assessments, unless all barriers have been remediated. CONSULTANT will provide updates to Wrike to inform COUNTY of the status of each barrier, after any interim assessment CONSULTANT to record progress where full compliance is not yet achieved. CONSULTANT will assess and produce a report with an Attachment B for all facilities on the upcoming deadlines and provide the report to COUNTY and the United States confirming which barriers to access have been remediated.
11. Reports produced for each deadline will be submitted to COUNTY and the United States, but submission of these reports by CONSULTANT to the United States shall not occur before the deadline contained in the Consent Decree. If all barriers have not been remediated by the deadlines established within the Consent Decree, CONSULTANT will return, at COUNTY's request, to assess the barriers to access when they have been remediated, and CONSULTANT will report to COUNTY and the United States.
12. CONSULTANT shall not submit a revised report to COUNTY or the United States, unless all barriers have been remediated. CONSULTANT will provide updates to Wrike to inform COUNTY of the status of each barrier, after any interim assessment.
13. If a COUNTY a program, service or activity (PSA) identified in attachments G, H, I or J of the Consent Decree is relocated to another facility, CONSULTANT shall assess the new location where the PSA will be relocated (initial and post construction/remediation assessments), to ensure all barriers to access have been remediated, prior to COUNTY taking occupancy of the space.
14. If the facility or PSA has not been relocated before the established deadline contained within Consent Decree, CONSULTANT assessments will occur at the original facility and a report and

Attachment B will be provided to the United States detailing COUNTY's efforts to remediate the barriers or relocate the facility or PSA.

15. CONSULTANT will survey all COUNTY facilities for compliance with Title II of the ADA and any applicable standards that are deemed more stringent than the United States did not assess or not list in this Consent Decree. CONSULTANT will provide an assessment report to COUNTY within 14 business days after assessing each facility.
16. CONSULTANT will submit to the United States a detailed report listing the access issues identified during CONSULTANT's review together with the corrective actions and completion dates proposed to resolve such issues which will be consistent with the requirements of Title II of the ADA.
17. CONSULTANT has completed draft assessment reports for the following COUNTY facilities and have not provided the reports listed below. CONSULTANT agrees to provide COUNTY all full assessments reports in draft form for review by December 31, 2018.

| Facility # | Consent Decree Facility Name | Address | City |
|------------|------------------------------|-----------------------------|----------------|
| 25 | Willow Creek Library | P. O. BOX 466 | Willow Creek |
| 30 | Ferndale Fairgrounds | 1250 5 th Street | Ferndale |
| 31 | Loleta Elementary School | 700 Loleta Drive | Loleta |
| 32 | Rio Dell Baptist Church | 100 Butcher | Rio Dell |
| 33 | Arcata High School | 1720 M Street | Arcata |
| 34 | Kneeland School District | 9313 Kneeland Rd | Kneeland |
| 35 | First Presbyterian Church | 819 15 th Street | Eureka |
| 36 | Abundant Life Center | 1947 Sutter | McKinleyville |
| 37 | Hoopa Neighborhood Center | 11860 Highway 96 | Hoopa |
| 40 | Humboldt County Fairgrounds | 1250 5th Street | Ferndale |
| 41 | Fields Landing Boat Ramp | 160 Railroad Ave | Fields Landing |
| 42 | Humboldt County Main Library | 1313 3rd Street | Eureka |
| 43 | Garberville Library | 715 Cedar Street | Garberville |
| 44 | Healthy Mom's Facility | 2944 D Street | Eureka |
| 45 | Victim Witness Program | 712 4th Street | Eureka |
| 46 | Humboldt County Courthouse | 825 5th Street | Eureka |
| 47 | Mental Health - CYFS | 1711 3RD Street | Eureka |
| 48 | Social Services Branch | 808 E. Street | Eureka |
| 49 | Social Services, Building C | 445 W. Washington | Eureka |
| 50 | Public Works | 1106 2nd Street | Eureka |
| 51 | County Health Offices | 727 Cedar Street | Garberville |
| 53 | Conflict Counsel | 935 3rd Street | Eureka |
| 55 | A.W. Way County Park | 36625 Mattole Rd | Petrolia |
| 57 | Coroner's Office | 3012 I Street | Eureka |
| 58 | Social Services, Building A | 929 Koster Street | Eureka |
| 59 | Social Services, Building B | 537 W. Washington Street | Eureka |
| 60 | Social Services, Building D | 638 W. Clark Street | Eureka |
| 60 | Social Services, Building G | 638 W. Clark Street | Eureka |

| | | | |
|-----|--------------------------------|------------------------------------|---------------|
| 61 | Mental Health Center | 720 Wood Street | Eureka |
| 63 | Hope Center | 2933 H Street | Eureka |
| 64 | Public Defender's Office | 1001 4th Street | Eureka |
| 71 | 605 K Street | 605 K Street | Eureka |
| 75 | 2426/2430/ 2440 6th Street | 2426/2430/ 2440 6th Street | Eureka |
| 76 | 272 Harris Street | 272 Harris Street | Eureka |
| 78 | 520 Del Norte | 520 Del Norte | Eureka |
| 79 | 555 H Street | 555 H Street, C&D | Eureka |
| 81 | 409 K Street | 409 K Street | Eureka |
| 83 | 734 Russ Street | 734 Russ Street | Eureka |
| 84 | 1018 H Street | 1018 H Street | Eureka |
| 85 | 529 I Street | 529 I Street | Eureka |
| 86 | 931 2nd Street | 931 2nd Street | Eureka |
| 87 | 4100 Jacobs Avenue | 4100 Jacobs Ave | Eureka |
| 88 | 5630 S. Broadway | 5630 S. Broadway | Eureka |
| 89 | 500 7th Street | 500 7th Street | Arcata |
| 90 | 1425 J Street | 1425 J Street | Arcata |
| 91 | 150 Mad River Park | 150 Mad River Park | Arcata |
| 92 | 709 -713 Cedar Street | 709 -713 Cedar Street | Garberville |
| 93 | 310 Briceland Rd | 310 Briceland Rd | Garberville |
| 94 | 3561 Boeing Avenue | 3561 Boeing Ave | McKinleyville |
| 95 | 1450 A Hiller Ct | 1450 A Hiller Rd | McKinleyville |
| 96 | 3810 Redwood Street | 3810 Redwood Street | Redway |
| 97 | 3000 Airport Road | 3000 Airport Rd | Rohnerville |
| 98 | 510 Big Lagoon Park Road | 510 Big Lagoon Park Rd | Trinidad |
| 99 | 13000 Highway 36 | 13000 Highway 36 | Carlotta |
| 100 | 535 Airport Road | 535 Airport Rd | Hoopa |
| 101 | Hoopa Library | 370 Loop Rd | Hoopa |
| 104 | 23001 Hwy 96 | 23001 Hwy 96, Office #1, Office #2 | Welchpec |
| 105 | US Forest Service END | Orleans | Orleans |
| 106 | Resort Improvement District #1 | Shelter Cove | Shelter Cove |
| 107 | CalTrans | Willow Creek | Willow Creek |
| 108 | Centerville Beach | 4000 Centerville Rd | Ferndale |
| 109 | Crab Park | Cannibal Island Rd | Loleta |
| 110 | Fairhaven T | New Navy Base Road and Bay Street | Fairhaven |
| 111 | Margarite Lockwood Park | Maple Hills Rd | Miranda |
| 112 | Moonstone Beach | 100 Monstone Beach Rd | Moonstone |
| 113 | Pedrazzini Boat Ramp | Cockrobin Island Rd | Loleta |
| 114 | Samoa | 1710 New Nave Base Rd | Samoa |
| 115 | Samoa Power Pole | Samoa | Samoa |
| 116 | Table Bluff (1) | South Jetty Rd | Loleta |
| 117 | Trall Head - Arcata | Arcata | Arcata |



CERTIFICATE OF LIABILITY INSURANCE

SZSCO-1

OP ID: JS

DATE (MM/DD/YYYY)

11/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|--|--|---------------|
| PRODUCER Insurance by Allied Brokers-1 Lic # 0525309 630 Cowper Street Palo Alto, CA 94301 ABCO-PA House Account | | CONTACT NAME: Mimi Watson PHONE (A/C, No, Ext): 650-328-1000 FAX (A/C, No): 650-324-1142 E-MAIL ADDRESS: mimi@alliedbrokers.com | | |
| INSURED SZS Engineering Access Inc Attn: Syroun Z. Sanossian 2225 E. Bayshore Drive, #200 East Palo Alto, CA 94303 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: Sentinel Insurance Company Ltd | | 11000 |
| | | INSURER B: Philadelphia Insurance Co. | | 18058 |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | X | 57SBARI6628 | 12/10/2018 | 12/10/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | | |
| | MED EXP (Any one person) \$ 10,000 | | | | | |
| | PERSONAL & ADV INJURY \$ 2,000,000 | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | 57SBARI6628 | 12/10/2018 | 12/10/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ |
| | | | | | | AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | 57WECAB5LT5 | 06/07/2018 | 06/07/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | E.L. EACH ACCIDENT \$ 1,000,000 | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | | |
| B | Prof Liab - E & O | | PHSD1337154 | 05/25/2018 | 05/25/2019 | LIMIT 2,000,000 DED 5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The holder of this certificate, County of Humboldt, and its agents, officers, officials, employees and volunteers, are hereby named as additional insured as their interest may appear.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt
Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE