

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT) and Lakhvir Singh Stran dba Sran AG, (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and DISTRICT agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Martin Wilder, District Manager at phone number (805) 739-8750 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Todd Ruffoni at phone number (805) 489-2855 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To DISTRICT: Martin Wilder
 Laguna County Sanitation District
 620 West Foster Road
 Santa Maria, CA 93455

To CONTRACTOR: Todd Ruffoni / Lakhvir Singh Stran dba Sran Ag
 1758 N. Siskiyou Avenue
 Kerman CA 93630

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to DISTRICT in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on January 1, 2008 and end performance upon completion, but no later than December 31, 2009 unless otherwise directed by DISTRICT or unless earlier terminated. An extension may be approved by the Public Works Director or his/her designee without further approval of the Board of Directors in one (1) month, one (1) quarter, half year, or full year increments for up to two (2) consecutive years on the same terms and conditions of the original contract agreed to, in writing, by both parties.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by DISTRICT and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on Exhibit A. Unless otherwise specified on Exhibit A payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a 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.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. 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 DISTRICT pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at DISTRICT's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** DISTRICT shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse DISTRICT 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF DISTRICT.** DISTRICT shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** DISTRICT 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of DISTRICT.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of DISTRICT. DISTRICT shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. DISTRICT 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the DISTRICT and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** DISTRICT hereby notifies CONTRACTOR that DISTRICT'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.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that DISTRICT 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 DISTRICT desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By DISTRICT.** DISTRICT may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to DISTRICT all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. DISTRICT may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify DISTRICT as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, DISTRICT shall pay CONTRACTOR for service performed to 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 full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to DISTRICT such financial information as in the judgment of DISTRICT 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 DISTRICT shall be final. The foregoing is cumulative and shall not effect any right or remedy which DISTRICT may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT's sole option, terminate this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should DISTRICT 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 DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **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.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to DISTRICT 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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of DISTRICT 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 DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether DISTRICT be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and DISTRICT.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

“DISTRICT”
LAGUNA COUNTY SANITATION DISTRICT

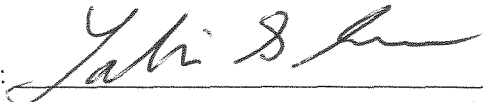
By: _____
Chair, Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

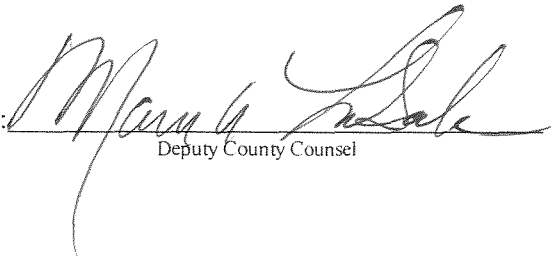
“CONTRACTOR”

By: _____
Deputy

By:  _____
SocSec or TaxID Number: 608-01-7894

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By:  _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

Contract for Field Labor Services for Pasture Irrigation

CONTRACTOR shall provide field labor responsible for using DISTRICT equipment (tractor and pipe trailer) to move and operate sprinklers, irrigation pipes, main lines, pump stations, booster pumps and other equipment as needed to spray irrigate approximately 300 acres of pasture. Other responsibilities include monitoring storage reservoir and pond levels, irrigation runoff, repairing pipes, main lines, fences and other DISTRICT equipment or facilities, and performing mowing, pruning, disking and maintenance activities.

CONTRACTOR shall be responsible for ensuring that Workers arrive at the work site ready, willing and able to perform the services as provided in the Agreement. Field labor shall report to the plant site to receive daily instruction from DISTRICT staff.

CONTRACTOR understands that water to be used for irrigation is produced by DISTRICT's wastewater reclamation plant. The water may be disinfected tertiary recycled water or undisinfected secondary recycled water as defined Section 60304 of Title 22 of the California Code of Regulations. Undisinfected secondary recycled water meets the criteria for grazing livestock not producing milk for human consumption. The recycled water is for uses and purposes necessarily incidental thereto and for no other purposes whatsoever. DISTRICT will provide CONTRACTOR a copy of DISTRICT's Recycled Water User Manual and instruction video for use by CONTRACTOR for training CONTRACTOR's employees regarding use requirements for recycled water. CONTRACTOR shall comply with area use requirement as described in the user manual.

CONTRACTOR shall provide the following equipment to Workers and shall comply with the listed regulations:

- At least one (1) four wheel drive pickup truck and fuel for transportation of equipment and Workers. Vehicle(s) to remain on site.
- At least one (1) cellular phone for use by the Supervisor.
- Two-way radio communication or cellular phones for use by Workers when working in isolated or non-adjointing work areas.
- Safety training in effluent handling for each Worker (DISTRICT to provide user manual and instruction video).
- Hepatitis B inoculations for each Worker; Workers who decline Hepatitis B vaccinations shall comply with California Code of Regulations, Title 8, Section 5193, Blood borne Pathogens, Appendix A – Hepatitis B Vaccine Declination.
- Hold monthly safety meetings per SB 198; minutes of the meetings and a record of training to be documented and copies sent to DISTRICT in English.
- All equipment and their use shall meet Cal OSHA standards, and gloves, safety footwear (steel toe and shanks) and waterproof footwear shall be provided as per California Code of Regulations, Title 8, Section 3385, Foot Protection and Section 3384 Hand Protection.
- Respirators and rain gear as per California Code of Regulations, Title 8, Section 3380 Personal Protective Devices and Section 3387 Sanitation.
- Eye and Face Protection shall be provided as per California Code of Regulations, Title 8, Section 3382 Eye and Face Protection.
- One (1) each of the following: field sanitation hand washing facility, potable water facility and toilet facility as per California Code of Regulations, Title 8, Section 3457 Field Sanitation.

CONTRACTOR shall provide insurance meeting DISTRICT requirements prior to CONTRACTOR rendering services.

I. WORKERS

CONTRACTOR shall provide one (1) lead field irrigator (hereinafter "Supervisor") and two (2) field irrigators (hereinafter "Irrigators") for a total of three (3) workers (hereinafter "Workers") as provided in Section III- Scheduling. Upon one (1) weeks notice, additional field irrigators may be required upon request to accommodate new irrigation areas added by DISTRICT or field irrigator positions may be deleted if irrigation areas are reduced. When field irrigation is not possible due to inclement weather conditions or other conditions beyond the reasonable control of the DISTRICT, DISTRICT will notify CONTRACTOR that no services will be required for the day. If such notice is not or cannot be provided to CONTRACTOR by 6:00 a.m., CONTRACTOR shall be paid for two (2) hours for each scheduled Worker for that day. The CONTRACTOR shall not work each Worker more than 60 hours per week; overtime, considered more than 60 hours per week, shall have prior written approval of the District.

II. SUPERVISOR

CONTRACTOR shall provide one (1) lead field irrigator (hereinafter "Supervisor") as described above to perform and supervise irrigation operations for ten hours per day, six days per week. The Supervisor must be bilingual (English and Spanish), possess a California class "C" driver's license, and be familiar with field irrigation techniques and safe work practices. The Supervisor will be responsible for:

- Ensuring proper safety procedures are followed by Workers
- Ensuring safety equipment provided by CONTRACTOR is used by Workers
- Ensuring the general safety of Workers
- Ensuring that maintenance and repairs to irrigation pipes and other equipment is done in a workmanlike manner
- Ensuring that reservoir and runoff monitoring is done in a workmanlike manner
- Ensuring full compliance by Workers with the use requirements described in the Recycled Water User Manual.

III. SCHEDULING

CONTRACTOR shall provide the above described staffing for work to be performed Monday through Saturday from 6:30 am to 5:00 pm (60 hour work week as standard full time field labor). CONTRACTOR shall allow for paid holidays on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR will generally be required to provide a full work force when staff is off due to illness or vacation time off. CONTRACTOR may request that a smaller work force be used in the event of time off but may be required to supplement additional Workers to provide a full work force.

Exhibit B

PAYMENT ARRANGEMENTS
Periodic Compensation (with Attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 225,000.00 per year.

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 DISTRICT. 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 B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

C. Monthly, CONTRACTOR shall submit to the DISTRICT DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. DISTRICT REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1 (Schedule of Fees)

CONTRACTOR shall provide the services stated in this Agreement to the DISTRICT at the following rates:

Position	Hourly Rates Charged	Hourly Rates Paid to Worker
Lead Field Irrigator (Supervisor)	\$ 22.39	\$ 11.50
Field Irrigator	\$ 20.85	\$ 10.25

The cost for vehicle(s) to be provided by CONTRACTOR, as well as all supplies and equipment, shall be included in the overhead for the hourly rates charged.

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EXHIBIT C

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the DISTRICT, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR shall notify the DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the DISTRICT, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the DISTRICT. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to the DISTRICT within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the DISTRICT. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the DISTRICT stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between DISTRICT and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. DISTRICT, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the DISTRICT.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the DISTRICT has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the DISTRICT shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated DISTRICT representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. DISTRICT shall maintain current certificate(s) of insurance at all times in the office of the designated DISTRICT representative as a condition precedent to any payment under this Agreement. Approval of insurance by DISTRICT or acceptance of the certificate of insurance by DISTRICT shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of DISTRICT'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the DISTRICT'S insurance requirements, DISTRICT may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the DISTRICT or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of DISTRICT's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Contract Summary Form:

Contract Number: BC 08-055

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 20072008
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 2870
D3. Requisition Number.....: 2008-026
D4. Department Name.....: Public Works/Laguna County Sanitation District
D5. Contact Person.....: Martin Wilder
D6. Phone: 739-8750

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose: Field Irrigation Services
K3. Original Contract Amount.....: \$200,000.00
K4. Contract Begin Date: January 1, 2008
K5. Original Contract End Date.....: December 31, 2010
K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number: 160000

B1. Is this a Board Contract? (Yes/No).....: yes
B2. Number of Workers Displaced (if any): n/a
B3. Number of Competitive Bids (if any): 3
B4. Lowest Bid Amount (if bid): \$199,960.80
B5. If Board waived bids, show Agenda Date:
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : yes

F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount: \$
F3. Fund Number: 2870
F4. Department Number.....: 054
F5. Division Number (if applicable).....: 9141
F6. Account Number: 7510
F7. Cost Center number (if applicable).....:
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing):
V2. Payee/Contractor Name: Sran Ag
V3. Mailing Address.....: 1758 N. Siskiyou Avenue
V4. City State (two-letter) Zip (include +4 if known).....: Kerman, CA 93630
V5. Telephone Number.....: 805-489-2855
V6. Contractor's Federal Tax ID Number (EIN or SSN).....:
V7. Contact Person: Todd Ruffoni
V8. Workers Comp Insurance Expiration Date.....:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl)G :
V10. Professional License Number: #46491
V11. Verified by (name of County staff): Martin Wilder
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature Martin Wilder :