

**ATTACHMENT 1-A
NOVATION AGREEMENT
OF AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

This Novation Agreement made by and between the County of Santa Barbara (“County”) and Ecology and Environment Incorporated (Contractor, “Transferor”), to WSP USA Incorporated (Contractor, “Transferee”) transfers the Agreement for Services of Independent Contractor, Original Contract No. BC19183, to WSP USA Incorporated (“Novation Agreement”) for the continued provision said Agreement.

RECITALS

WHEREAS, on February 12, 2019, the County entered into an Agreement for Services of Independent Contractor to prepare the Environmental Impact Report (EIR) and the Environmental Impact Statement (EIS) for the Plains Replacement Pipeline Project (Project) (Original Agreement No. BC19183) attached hereto and incorporated by reference as Attachment 1-D;

WHEREAS, pursuant to the terms of the Original Agreement No. BC19183 Section 18 the Transferee may transfer the Agreement only upon the written consent of the County;

WHEREAS, as of September 2, 2020, Transferor merged with Transferee and transferred all assets and operations including Original Agreement No. BC19183 for Services of Independent Contractor to Transferee;

WHEREAS, the County has confirmed that Transferee maintains registered with California Secretary of State;

WHEREAS, the County has confirmed that Transferee will utilize the qualified staff, maintaining the expertise and experience represented in the Statement of Qualifications submitted by Ecology and Environment, Inc. for the proposed Project;

WHEREAS, the County has completed its due diligence and determined that Transferee can and does meet the requirements of the Original Agreement No. BC19183 that Transferor wishes to transfer to Transferee; and

WHEREAS, Transferee, represents that it is specially trained, skilled, experienced, and competent to perform the special services required by the County according to the terms, covenants, and conditions set forth in the Original Agreement No. BC19183.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the foregoing recitals which are deemed true and correct and by this reference incorporated herein, the parties hereby agree as follows:

- 1. RECITALS.** The parties agree the above recitals are true and correct and are incorporated herein.

2. NOVATION.

- A. Transferor, Ecology and Environment Incorporated, with an address at 368 Pleasant View Drive, Lancaster, NY 14086 hereby conveys, assigns, and transfers to Transferee, WSP USA Incorporated, with an address at One Penn Plaza New York, NY 10119, all of Transferor's rights, title and interest in and to the Original Service Agreement No. BC19183, effective September 2, 2020 ("Effective Date") between Transferor and the County of Santa Barbara for to prepare the EIR and the EIS for the Project;
- B. Transferee, WSP USA Incorporated, hereby assumes all rights, burdens and obligations imposed by the Original Agreement No. BC 19183, and agrees to furnish the services under the terms of the Current Services Agreement(s) at the rates specified herein, and to perform all other obligations set forth in the Original Agreement No. BC19183, as of the Effective Date.

3. CONSENT OF THE COUNTY. The County hereby consents to the assignment of Transferor's right, title and interest under the Original Agreement No. BC19183, and the assumption by Transferee of any and all liabilities and obligations of Transferor under the Original Agreement No. BC19183 upon the Effective Date. As of the Effective Date, the County also undertakes to perform the Original Agreement No. BC19183 and to be bound by its terms in every way as if Transferee were a party to the Original Agreement No. BC19183 in lieu of Transferor.

4. RELEASE AND DISCHARGE. As of the Effective Date, Transferor releases and discharges the County from any and all obligations and liabilities owed to Transferor under the Original Agreement No. BC19183. As of the Effective Date, the County hereby releases and discharges Transferor from any and all obligations and liabilities owed to the County under the Original Agreement No. BC19183, and accepts the obligations and liability of Transferee under the Original Agreement No. BC19183 in lieu of the liability of the Transferor.

5. REPRESENTATIONS.

A. Transferor Representations. Transferor hereby represents and warrants that Transferor (i) has full power and authority to assign the Original Agreement No. BC19183 to Transferee, (ii) has not previously transferred or conveyed its interest in the Original Agreement No. BC19183 to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into this Novation Agreement.

B. Transferee Representations. Transferee hereby represents and warrants that Transferee has full power and authority to enter into this Novation Agreement.

6. NOTICES. Any notice or consent required or permitted to be given under this Novation Agreement shall be given to the respective parties in writing, by personal delivery or

facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jacquelynn Ybarra, Planner III, County of Santa Barbara, Planning & Development Department, 123 E. Anapamu Street, Santa Barbara, CA 93101, Tel.: (805) 568-2055

To CONTRACTOR: Betsy Mitton, CPEA, Assistant Vice President, Environmental Business Line Leader Northern and Southern California + Nevada Districts, WSP USA Inc. 2025 Gateway Place, Suite 348, San Jose, CA 95110, Tel.: (408) 878-0660

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

7. **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.
8. **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 Novation Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Novation 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 Novation Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Novation Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Novation Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
10. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Novation 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.
11. **CALIFORNIA LAW AND JURISDICTION.** This Novation Agreement shall be governed by the laws of the State of California. Any litigation regarding this Novation 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.

12. EXECUTION OF COUNTERPARTS. This Novation 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.

13. AUTHORITY. All signatories and parties to this Novation Agreement warrant and represent that they have the power and authority to enter into this Novation 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 Novation Agreement, Transferor and Transferee hereby warrant that neither have breached the terms or conditions of any other contract or agreement to which either is obligated, which breach would have a material effect hereon.

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

(Signatures on following pages.)

Novation Agreement between the County of Santa Barbara, Ecology and Environment Incorporated, and WSP USA Incorporated to transfer the Agreement for Services of Independent Contractor Original Contract No. BC19183.

IN WITNESS WHEREOF, the parties have executed this Novation Agreement to be effective on September 2, 2020

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

**RECOMMENDED FOR
APPROVAL:**
Planning and Development

By: _____
Lisa Plowman
Director

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

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IN WITNESS WHEREOF, the parties have executed this Novation Agreement to be effective on September 2, 2020

WSP USA Inc (for itself and as successor of Ecology and Environment, Inc.)
Federal Tax Identification Number 11-1531569

By: _____

Name: Betsy Mitton, CPEA

Title: Assistant Vice President
Environmental Business Line Leader
Northern and Southern California + Nevada Districts

Date: _____