

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Atlas Planning Solutions, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Local Hazard Mitigation Plan and General Plan Safety Element Consulting Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Federal Provisions
Attachment E1	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions
Attachment E2	Certification Regarding Lobbying
Attachment F	Atlas Proposal

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through March 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred eighty-nine thousand eight hundred twenty-eight dollars (\$289,828) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 2-11-2020
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: DR4353-280-17P,
DR 4353-278-18

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS
FEB 26 2020
Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **FEB 26 2020**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **FEB 26 2020**

INSURANCE REVIEW:

By: [Signature]
Risk Management
2/11/2020
Date: _____

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 2-11-2020

NAME AND ADDRESS OF CONTRACTOR:

Atlas Planning Solutions

6578 Barranca Drive

Riverside, CA 92506

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Christian M. Curtis
Deputy

Date: 2/12/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO
2/11/2020
Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Nash Gonzalez

To CONTRACTOR: Atlas Planning Solutions
6578 Barranca Drive
Riverside, CA 92506
ATTN: Aaron Pfannenstiel

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Local Hazard Mitigation Plan and General Plan Safety Element Consulting Services shall not exceed \$289,828 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the services described in Exhibit F Atlas Proposal.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

County will pay CONTRACTOR as per the following instructions:

- 1) CONTRACTOR will be compensated per the rate in Exhibit FAtlas Proposal.
- 2) CONTRACTOR shall submit monthly invoices describing the tasks performed, the number of hours worked, and the total charges. Billing for services is expected to be completed within thirty (30) days of service provisions.
- 3) Payments made under this Agreement shall not exceed \$289,828 for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email
Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

EXHIBIT E

FEDERAL PROVISIONS

I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 16 of the Agreement.

IV.DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment E1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment E1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V.NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))
Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)
To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of

Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Mendocino." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to

take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION

See Paragraph 19 of the Agreement.

XVI. XVII. CHANGES.

See Paragraph 27 of the Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVIII. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment E1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

2-11-2020

Date

Attachment E2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

2-11-2020

Date

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

SCOPE OF SERVICES

The Atlas Planning Team has developed a scope of work to update the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) in full compliance with current FEMA planning requirements per the following rules, regulations and guidance:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended by the Disaster Mitigation Act of 2000
- Code of Federal Regulations – Title 44, Chapter 1, Part 201 (§201.6: Local Mitigation Plans)
- FEMA's Local Mitigation Planning Handbook (March 2013)
- FEMA's Local Mitigation Plan Review Guide (October 1, 2011)

The following Phases are proposed:

Mendocino County MJHMP and Safety Element Update

Task 1. PROJECT INITIATION/MANAGEMENT

1.1 Project Initiation Meeting/ Kick Off Conference Call

The Atlas Planning team will participate in an in-person project initiation meeting with County staff. This meeting will focus on reviewing the project goals, schedule, scope of work and key tasks, legal requirements (including SB 379, SB 1035, AB 2140, AB 747, and SB 99), and data needs for both the MultJHMP and Safety Element Update (MJHMP/SE Update). We will also use this meeting to discuss communication protocols, scheduling of regular project check-ins, coordination with MACs and Cities as part of the engagement process, and any other relevant issues to ensure a successful project.

To initiate the project effectively the Atlas Planning Team will conduct a kickoff meeting/conference call with the Core planning team and key Planning Partners that have already committed to the update. This meeting/call will focus on review of the overall work program, roles and responsibilities, and project milestones/ schedule and provide an understanding of why the County and participating agencies are undertaking this effort. Knowing that the plan's success is based on a commitment by all interested parties, this meeting will provide an opportunity to outline Planning Partner expectations, and how partners are expected to aid the Plan update process.

Project Initiation is a critical element of any project and requires focus and attention to detail on the following elements:

- Formal invitations and commitment letters from participating jurisdictions
- Review of the overall work program
- Identify and clarify roles and responsibilities, and
- Add more detailed tasking to the scope of work, if necessary and within budget.

Completion of this task will include the preparation of Kick Off Meeting/Conference Call materials for core planning team review and one conference call to discuss the draft materials with County staff. Discussion of the format of the call and attendees will occur at the Project Initiation meeting.

1.2 Project Management

The Atlas Planning team will conduct regular and ongoing project management activities to keep the project on schedule and at budget, and to ensure that work meets or exceeds the County's expectations. A key

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

component of project management will be regularly scheduled check-in calls between key members of the Atlas Planning team and County staff. During the kick-off meeting, we will discuss how often these meetings should be held and who should participate. The Atlas Planning team will prepare agendas and meeting notes for check-in calls and share both by email.

Following the kick-off meeting, the Atlas Planning team will prepare an updated project workplan that will show a detailed schedule of all tasks and deliverables with the budget and responsibilities for all items. The workplan will include the project goals and objectives developed as part of the kick-off meeting and will contain communication protocols and other information as needed to ensure effective project management. The Atlas Planning team will update the detailed schedule at the beginning of each quarter throughout the project.

The Atlas Planning team will prepare monthly progress reports, which will document tasks and work products in progress and completed during the relevant period, as well as those anticipated in the next three months. The progress reports will accompany monthly invoices which will present project expenses by month, and the total costs remaining for the tasks and the entire project. We will prepare these reports to be concise and efficient, while still providing sufficient detail to determine if the project is on schedule and at budget, and to address any specific difficulties or special problems.

Task 2. PUBLIC ENGAGEMENT

Atlas Planning will assist the County with the development of a strategy to generate public interest, solicit citizen input, and engage additional partners in the plan development process. The strategy will identify specific opportunities and methods for citizens and targeted stakeholders to participate at various points in the planning process, possibly including but not limited to in-person meetings, a project website, web-based surveys, and the use of social media.

2.1 Community Engagement Strategy Development

Upon receipt of the notice to proceed, the Atlas Planning team will work with County staff on a community engagement strategy. This strategy will outline the preferred options for community engagement for the MJHMP and Safety Element Updates. This strategy will be based on a detailed discussion as part of the kick-off conference call and the project initiation meeting in task 1. Based on preliminary discussion with staff it is anticipated that primary engagement for this project will rely on engagement with existing MACs within the County, City Councils, and other stakeholder groups that would be interested in this project.

The strategy will outline key community engagement activities, provide key information for use in online engagement and outreach methods based on prior community engagement activities, recent successes and challenges, and other concerns from community leaders leading up to this process. The Community Engagement Strategy will focus on identifying: types of outreach activities (in person/online), responsibility for outreach efforts (County Staff/Atlas Planning Team), timing of outreach (one-time, periodic, constant) and primary focus of engagement (MJHMP, Safety Element, Both).

After completion of the strategy, the Atlas Planning Team will share the information with the Planning Partners ensuring a broad understanding of how engagement will be conducted for such a diverse project. This strategy will ensure that FEMA requirements for community engagement are met, while maximizing ways for the County residents and businesses learn about the County's activities.

2.2 Online Media/Survey Development

Online outreach efforts have proven very effective for these processes. Typical strategies include web pages/websites for project information and updates, social media sites, and online surveys through services like Survey Monkey. The following tasks are anticipated to be incorporated into the strategy:

- **Online Survey.** An online survey is an easy and sometimes powerful way of gathering qualitative and quantitative data to inform plan preparation. The Atlas Planning Team will develop an online survey for distribution throughout the County, using the Planning Partners as key conduits for this effort. Distribution of the survey should involve strategies that reach residents, and businesses within the County as well as those with strong connections to the County. Given the recent fires that impacted many of the communities within the County, we anticipate there are individuals not currently living in the area that may be interested or able to contribute to the development of this plan. Prior to distribution, this survey will be distributed to the core planning team and Planning Partners for review and feedback.
- **Social Media.** As part of the engagement staff the Atlas Planning Team will prepare template content and graphics for use on social media sites such as Facebook, Twitter, and Nextdoor. These are typical platforms that can have a significant impact on outreach efforts connecting individuals that may not otherwise know about a project like this. Our hope is that using these platforms will allow other local groups and organizations with an online presence to support the outreach and engagement efforts.
- **Online Media.** Using the existing web infrastructure in place for Fire Recovery Mendocino, the Atlas Planning Team will develop web content that explains what the project (MJHMP/SE Update) is, why the County is updating these plans, the information contained within, and ways to engage and stay connected to the update process. This content will be provided in a format for easy use and management by the County's webmaster.

Note: The steps outlined above will become part of the documentation of the planning process required for an MJHMP. This documentation is considered an ongoing component of all subsequent tasks. Upon completion of the Administrative Draft MJHMP, the core planning team and Planning Partners will have an opportunity to review and provide feedback on the ways that the planning process was documented and described.

2.3 Engagement Meetings/Assistance

The Atlas Planning team proposes in providing engagement opportunities for the MJHMP/ SE update through effective in person public outreach opportunities that meets the needs and schedule demands of the project. To conduct this engagement, we propose providing project information at existing established meetings with County MACs and City Council meetings. The intent of these updates is to provide opportunities for attendees to learn about the update project/process, understand how they can contribute and ensure that the County and Atlas Planning team are able to understand the concerns of different parts of the County that this project would cover. Tasks 2.1 and 2.2 are intended to outline the content necessary for these engagement activities. It is anticipated that simple power presentations and handout materials will be developed for use and distribution at these meetings and to share with the MACs and Cities to disseminate project information throughout the County. To maximize travel time and budgets, we propose that these meetings be timed so multiple MACs and Cities can be updated in a short amount of time when Atlas Planning team members are involved. The goal would be to provide adequate information and training for County staff to also conduct some of these activities for MACs and Cities that cannot be accommodated in planned travel to the County. Our budget assumes 104 hours of staff time to support engagement meetings. If additional effort is needed or desired by the County these services can be provided on a time and materials basis.

2.4 Planning Partners Meetings

The Planning Partners meetings will consist of the core planning team and Planning Partners participating in the process. Facilitation of these meetings will focus on the planning process outlined in DMA 2000 and FEMA's Local Mitigation Plan Review Guide and Local Mitigation Planning Handbook. Atlas Planning team staff will conduct three meetings with this group over the course of three months as part of plan development. These meetings will address the following topics:

HMPC Meeting #1:	Organizing Resources
HMPC Meeting #2:	Risk Assessment
HMPC Meeting #3:	Update Mitigation Strategy

For budgeting purposes, up to three staff members will attend, facilitate, and document each meeting. Meetings will be conducted in person with the core planning team and Planning Partners at a location designated by the County. 14 hours of staff time per staff member have been assumed for each meeting for preparation, attendance, and travel. If additional meetings or time are necessary, they can be provided under a separate scope and fee, upon request

Task 3. PLAN REVIEW

3.1 Review of Existing MJHMP/ Safety Element

To better understand the previous MJHMP prepared for Mendocino County, the Atlas Planning Team will conduct a thorough review of the existing plan, which will focus on the following key elements for all Planning Partners:

- Hazard of Concern: which hazards were identified for the County and Planning Partners and are any hazards missing or no longer a major concern?
- Hazard Priority: are the hazard priorities still applicable or do we anticipate they will change given the changes that have occurred in the planning area?
- Risk Assessment: is the actual or perceived risk within the planning area different now than it was when the previous plan was developed?
- Capabilities Assessment: have the capabilities of the County and/or Planning partners changed (positively/negatively) since the previous plan was prepared?
- Mitigation Actions Progress: what progress was made on mitigation actions identified in the previous plan?

As part of the review, the Atlas Planning Team will develop review packets to facilitate Planning Partner feedback conducted as part of task 3.2. These packets will be organized around the five key elements outlined above.

This task will also include a review of the existing General Plan Safety Element. This review will include the following:

- Gather and compile existing information from key sources to support the Safety Element update;
- Understand the successes of the existing Safety Element and where there are opportunities to improve its effectiveness;
- How other local plans and planning efforts can support the objectives of the Safety Element; and
- What new information and best practices have emerged since the existing Safety Element was prepared.

We will also compare policies and actions across documents, including other elements of the General Plan, the Multi-Hazard Mitigation Plan, Zoning Code, and Emergency Operations Plan, to identify any contradictions or inconsistencies. This review will help establish the foundation for the Safety Element update, identifying what can be maintained from the existing element and where updates should be made. We will ensure that this review assesses compliance with applicable legislation, including SB 379, AB 2140, SB 1035, and the recently adopted SB 747 and SB 99.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

The Atlas Planning team will use the review to identify and crosswalk the potential consistency issues and conflicts within the General Plan elements. This crosswalk effort will determine the areas of the General Plan outside of the Safety Element that may require update as part of this process.

3.2 Planning Partner Feedback

Planning Partner feedback during Phase 3 of the project will be crucial in the update of the MJHMP. Upon completion of the plan review packets developed in Task 3.1, the Atlas Planning Team will provide these packets to the Planning Partners to facilitate plan review and feedback on any progress or changes that should be integrated into the future update.

3.3 Plan Update Action Items

Upon receipt of all Planning Partner feedback, the Atlas Planning Team will compile the information into a technical memorandum that will be included in the Technical Appendix of the MJHMP.

Task 4. HAZARD AND RISK ASSESMENT, LOCAL VULNERABILITY, AND CAPABILITY ASSESSMENT

The Atlas Planning team brings tested risk assessment methodologies that are designed for the task at hand. We recognize the range of hazards that may impact the county and jurisdictions within including natural hazards such as flood, wildfire, and earthquake and man-made and technological hazards such as hazard materials incidents.

Throughout the risk assessment development process we will leverage available hazard mitigation resources including but not limited to FEMA's Multi-Hazard Mitigation Planning Guide; State of California Hazard Mitigation Plan, California Office of Emergency Services mitigation and planning and floodplain manager guidance. The plan will also be developed to complement the local Threat and Hazard Identification Risk Assessment and CPG 201 guidance, however compliance with this guidance is not a requirement for a FEMA approved Local Hazard Mitigation Plan.

All our hazard mitigation risk assessments have passed state and federal compliance reviews. Most importantly, we deliver results that inform sound decisions. We will conduct structure-based risk assessment using GIS and other available tools, as well as provide maps and graphics to effectively communicate the hazard risk and vulnerability throughout the county. Following the assessment, we will summarize vulnerability for the community inclusive of a hazard ranking and overview of key findings.

Our risk assessment process for the Mendocino County Hazard Mitigation Plan is outlined below:

4.1 Hazard, Risk, and Vulnerability Assessment Update

4.1A: Identify Hazards

Hazard Identification and Prioritization

To establish an accurate and up-to-date understanding of Mendocino County's exposure, the Consultant Team will identify and profile each hazard affecting the county. This will include "updating" and refining the narrative descriptions and geographic depiction of the location, extent, previous occurrences, and probability of future events related to each type of hazard currently described in the plan.

With this update, the Consultant Team will also describe the regulatory and institutional context related to each hazard, including responsibilities for addressing and mitigating risk. The sources for this analysis will include the County's 2014 HMP, Documents from the Russian River Flood Control and Water Conservation District, Mendocino County Office of Education (MCOE) the 2018 California State Hazard Mitigation Plan and others. The Consultant Team will conduct a thorough review of other existing plans, studies, and data available from local, state, and federal sources to identify additional and new information concerning hazards in Mendocino County.

4.1B: Collect Data

Data Acquisition

Each GIS project completed by the Consultant Team revolves around a data dictionary. A data dictionary provides a list of spatial data sets and information pertaining to the individual set (e.g. where it came from, what kind of processing has occurred). Our teaming partner Dynamic Planning + Science (DP+S) has designed a robust hazard mitigation database model intended to create efficiencies in local risk assessments and data visualization production. DP+S can automate much of the database compilation and communicate the details with the County Staff using the project data dictionary. As data is discovered and processed, each data layer is recorded in their searchable, sortable data dictionary (Excel format). The data dictionary is a pivotal tool risk assessment product design and communication between the Consultant Team and County staff when planning for future risk modeling processes.

INFRASTRUCTURE INVENTORY

Our team will document the current infrastructure in place such as high potential loss facilities, essential facilities, and other infrastructure which could be exposed to natural hazard footprints. This includes all County owned facilities, City owned facilities and School District assets. The Consultant Team will rely on the participating jurisdictional data to populate the critical infrastructure inputs specific to this planning process within our standard HMP GIS database model. DP+S is experienced in translating many data formats into our HMP GIS data model, including Hazus-ready customized inputs. The result of this inventory effort will be a detailed and robust database of all participating jurisdictional data.

A complete inventory of critical facilities will be used to develop a comprehensive inventory of facility points and lifelines, allowing us to portray risk in the Hazard Mitigation Plan Profiles and web mapping platforms. Critical facility points include assets and other point of interest (fire stations, buildings containing hazardous materials (HAZMAT), schools, transportation, utilities, and government buildings). Lifelines include water conveyance pipelines, communication, electric power, liquid fuel, natural gas, and transportation routes. This database will be used in the risk assessment analysis to show vulnerability of infrastructure exposed to natural hazards in a localized context.

DATA FORMAT

Risk Assessment data will be developed within the Esri GIS ecosystem and in standard data table formats, such as comma-separated values (CSV) and Excel. Our database model is reflected through our data acquisition and inventorying efforts through to the GIS database used to drive the spatial analysis and data visualization of the risk assessment.

As much as possible, the Consultant Team will adjust the data model and processing tools to accommodate the County's source data schema. This will allow the County to store and use the results of the HMP risk assessments for its own purposes after the hazard mitigation planning process is completed. The project GIS database will be delivered in various formats for the County's use upon completion of the HMP.

4.1C: Develop Hazard Profiles

The Consultant Team will review previously developed LHMPs in the region to develop a base understanding for future plan development for the County and Participating Jurisdictions. Our team members will develop a plan review matrix to inventory plan components to understand the hazard described and the mitigation actions developed in relation to the described hazard. Other state, regional, and county documents will be reviewed, inventoried, and summarized as necessary for inclusion into the update. The

Consultant Team will present proposed changes to the overall format of the plan and hazard profiles to be included in the plan update.

Identify and Profile Hazards

The hazard identification and risk/vulnerability assessment identifies and profiles hazards based upon changes in the natural, built, and political environment. The Consultant Team will include a description of location, severity, impact, extent, previous occurrences, and probability of future events as part of the hazard profile update. As part of this process the Consultant Team will profile the regulatory environment surrounding each hazard. This will provide the County and Participating Jurisdictions an understanding of regulations that could reduce hazard impacts, hazard victims and threats to the planning area. The regulatory review will improve the outcomes of the mitigation strategy and assist the County to understand how the mitigation strategy can be used to strengthen and change business processes and planning mechanisms surrounding hazard risk reduction efforts.

DP+S will work with the District to develop the Hazard Identification Risk Assessment (HIRA), which evaluates the vulnerability from potential "natural" hazards that may affect or have historically affected the service area. Typically, we work to assemble the "universe of hazards" that could affect the County and Participating Jurisdiction assets and evaluate each type of hazard for its potential impact and probability of occurrence.

As part of the HMP risk assessment, scientific and anecdotal evidence of natural hazards will be collected, evaluated, and analyzed to portray hazard exposure and possible damage to District facilities in each hazard profile. Details on the risk assessment proposed scope of work are described later below.

4.1D: Conduct the Vulnerability Assessment

Risk Assessment and Vulnerability Analysis

The risk/vulnerability assessment is a key step in prioritizing projects for funding and implementation. The Consultant Team will work with the County and Participating Jurisdictions to update the Hazard Identification Risk Assessment (HIRA), which evaluates the vulnerability from potential "natural" hazards that may affect or have historically affected the region. In doing so, we will deploy two risk assessment methodologies: FEMA's Hazus modeling tool and a population, parcel, and critical facilities exposure analysis, each of which are explained below.

- **Hazus Risk Assessment:** The Consultant Team will use FEMA's Hazus software to develop loss estimation results. Hazus contains a stock database of economic, demographic, buildings, transportation facilities, local geology, and other information that can be used for a number of steps in the risk assessment process. Working with the data collected under previous tasks, the Consultant Team will replace Hazus's stock building data with information provided by the County and Participating Jurisdictions. This parcel/building specific information will be used to customize the Hazus risk assessments and develop structural replacement costs and associated contents replacement costs for Mendocino County. In doing so, the Consultant Team will translate all Hazus risk assessment runs into standard mapping and database products for the County to use in the HMP and the General Plan.
- **Analyzing Development Trends for 2019 and Beyond:** To understand the vulnerability of certain land uses in Mendocino County, the Consultant Team will analyze the impacts of past hazards on existing land use patterns. Floodplains, high fire hazard zones, and steep slopes will be compared with existing and planned development patterns to determine where people and property are subject to risk. This

information will provide the basis for identifying regulatory actions that will reduce Mendocino County's vulnerability in areas identified for future development.

- **Flood Inundation Mapping:** The Consultant Team has developed a GIS-based model to rapidly create depth grids that enable spatial visualization of potential flood inundation. The model leverages FEMA's digital regulatory floodplain products along with the best available digital elevation models to create a visualization of expected flood depths. Our Consultant Team's methodology creates an intuitive and low-cost depiction of the potential severity of flooding within FEMA's regulatory flood zones, including by highlighting areas of shallow and deep flooding within known flood zones. This approach allows additional analysis in the impact of these depths on population and assets.
- **Population, Parcel, and Critical Facilities Exposure/Vulnerability Analysis:** In addition to using Hazus for flood and earthquake analysis, the Consultant Team will conduct a custom spatial overlay analysis to provide hazard exposure results for populations, parcels, and critical facilities, thus enabling planners to compare results across a broad range of natural hazard threats. The Consultant Team will rely on several sources of inventory data to conduct this assessment. U.S. Census data will provide the baseline information to determine the population at risk, Assessor's data will be used to assess property exposure, and the data compiled in previous steps will be used to evaluate critical facilities exposure. Note that the population exposure analysis will include an assessment of social vulnerabilities (e.g., low income, non-English speakers, rural residents, elderly, and residents with mobility limitations).

Risk Assessment Web mapping – The Consultant team will produce all web mapping for visualization of risk assessment data. The web based and interactive Risk Assessment Mapping Platform (RAMP), accessed via the web, allows interactive discovery of robust risk assessment data developed especially for the County and Participating Jurisdictions. RAMP is a mapping platform built specifically for mitigation planning. It displays District facilities and buildings overlaid with natural hazards layers to bring interactivity and individual discovery to the GIS analysis performed for the HMP.

The Planning Team will use RAMP in meetings and as needed to understand vulnerabilities within the planning area. Users interactively filter the facilities and buildings by natural hazard zones and/or construction characteristics. RAMP's robust data filtering and summation calculations allow the user to understand and visualize vulnerabilities at the facility level with detailed information on the number of structures exposed to assorted natural hazard. RAMP enables the users to pinpoint vulnerabilities and reinforces the mitigation strategy.

4.1E: Provide an Overall Summary of Vulnerability

Hazard data visualization is critical for the County, Participating Jurisdictions and other decision makers who will need to balance the costs of mitigation against the potential harm to citizens and damage to property, local assets and critical facilities. Recognizing that successful mitigation planning efforts must be communicated and understood by all types of stakeholders, the Consultant Team's approach uses cutting edge GIS technology and data visualization to make risk assessments simple to understand.

The Consultant Team will provide completely updated hazard analysis, data, and data visualization services throughout the HMP planning process and for document production. Risk Assessment data summaries will be provided in the form of tables, charts, and maps, customized for Mendocino County's efforts. Our robust data summary visuals are designed to distill dense GIS datasets into engaging graphics with summary data displayed within spatial context.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

The Consultant Team will also provide interactive web-based mapping to summarize community vulnerabilities. This online platform can be deployed to facilitate risk assessment data review and feedback process and in Public Open House meetings to enrich engagement with the community.

Vulnerability data products will be developed for use in Microsoft Office and delivered to the County in templated format and all GIS files will contain metadata.

4.2 Capability Assessment

A capabilities assessment is a comprehensive review of the mitigation capabilities and tools currently available to the County and Planning Partners to implement the mitigation strategy. Working closely with the County and Planning Partners, a robust assessment of local capabilities and resources for mitigation implementation, focused on programs, staffing, funding, and other resources will provide an overview of the relevant local capabilities. Our team will also incorporate relevant capability information into the plan that addresses the participation in the NFIP, including but not limited to existing floodplain management activities, mapping updates, higher regulatory standards, and current policy statistics.

Task 5. IDENTIFY MITIGATION STRATEGIES AND UPDATE MJHMP

5.1 Review of Hazard Mitigation Goals and Objectives

A key outcome of the hazard mitigation planning process is the establishment of hazard mitigation goals. During Phases 1 through 4, the Atlas Planning team will discuss hazard mitigation planning goals and how they integrate into different aspects of the project. Starting with the existing goals in the current plan, the Atlas Planning Team will ask if these goals:

- reflect current state goals?
- account for current and future hazard concerns in the planning area?
- reflect the hazards, risks, and vulnerabilities identified in this process?
- support the mitigation priorities and capabilities in the planning area?

Based on the answers to these questions, the project mitigation goals will be finalized, after which the mitigation action plan can be completed.

5.2 Develop, Evaluate, and Prioritize Hazard Mitigation Strategies/Actions

The Atlas Planning team will work with the core planning team and Planning Partners to develop mitigation actions based on the vulnerability and capability assessments. The identified mitigation actions will form the comprehensive mitigation strategy. Working with the core planning team and Planning Partners, the Atlas Planning Team will develop a process and criteria to prioritize identified mitigation actions. The identification and prioritization process will ensure that mitigation actions/strategies are realistic and achievable and reflect long-term priorities. Fundamental to the process are key factors such as life, property, health, and safety protection and the availability of funding for any given project. Once identified, the "STAPLEE" approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, administrative, political, legal, economic, and environmental feasibility of each proposed mitigation action. To the extent that information and the appropriate data are available, cost estimates will be prepared on a defined, comparative-cost scale to compare and prioritize mitigation actions. An implementation strategy for the prioritized mitigation strategies/ actions will be developed, which will identify, the mitigation action department lead, funding and staffing resources, time frame for completion, and implementation steps.

5.3 Planning Partner Presentation of Plan Elements

Upon completion of the Mitigation Strategies/Actions, each Planning Partner will receive a packet that

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

contains the critical elements of their respective hazard mitigation plan for review, comment, and feedback. This packet will be used during Planning Partner presentations that will allow for final feedback and discussion amongst planning partners regarding their plans. Upon completion, the Atlas Planning Solutions team will have the information necessary to complete the plan allowing for Public Review.

Task 6. COMPILE DRAFT MJHMP UPDATE

6.1 Public Review Draft Preparation

Upon completion of Task 5.3, the Atlas Planning Team will collect and compile all updated MJHMP elements from Planning Partners and technical specialists, to produce the Public Review Draft MJHMP. To ensure accuracy, the Public Review Draft MJHMP will be provided to the core planning team for final review and approval prior to public distribution.

6.2 Public Review Draft Publication

Upon approval from the core planning team, the Atlas Planning Team will prepare the Public Review Draft MJHMP for publishing and distribution to Planning Partners, stakeholders, interested parties, and the general public.

Task 7. LOCAL REVIEW AND REVISION

7.1 Plan Comment Review

Upon completion of the Public Draft MJHMP Review period, the Atlas Planning Team will review the comments received and prepare a summary of comments and suggested revisions for review and approval by the core planning team and Planning Partners.

7.2 Plan Revisions

Upon approval of the proposed revisions from the core planning team and Planning Partners, the Atlas Planning Team will prepare the Cal OES/FEMA Review Draft and Planning Review Tool for submittal to Cal OES, initiating the agency review process.

Task 8. PLAN SUBMITTAL AND ADOPTION

8.1 Cal OES/ FEMA Approval Submission

This task focuses on the review and approval process conducted by Cal OES and FEMA. Our goal is to streamline this process and aim to develop a plan that has few if any comments. In the event these agencies provide comments, the Atlas Planning Team will coordinate with Agency staff, the core planning team and Planning Partners to determine the appropriate course of action for responding to and modifying the plan to address their comments. Upon receipt of comments, the Atlas Planning Team will return revisions/comments within two weeks of receipt.

8.2 Correction of Returned Plan Elements

Upon receipt of final corrections and/or an Approvable Pending Adoption letter, the Atlas Planning Team will finalize the plan for use during plan adoption. This adoption process will be conducted over a series of weeks/months depending on each Planning Partners schedule and staffing resources.

8.3 Formal Presentation

Upon receipt of the Approvable Pending Adoption letter from FEMA, the Atlas Planning Team will support Mendocino County staff through the approval process by preparing standard resolution of adoption and

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

PowerPoint presentation to ensure that all named Planning Partners formally adopt the approved MJHMP through its established process with their governing body. Atlas Planning Team staff members anticipate being available for attendance at up to two public hearings in support of adoption, since integration of the MJHMP into the Safety Element triggers a General Plan Amendment.

Task 9: Preparation of Climate Vulnerability Assessment

The Atlas Planning team will prepare a comprehensive Climate Vulnerability Assessment that identifies how Mendocino County is vulnerable to wildfire, landslides, flooding, and all other relevant climate-related hazards and changes. The assessment will help inform the preparation of new and revised policies in the Safety Element that respond to these changes and will be prepared in accordance with the adaptation planning process identified in the California Adaptation Planning Guide.

Consistent with the County's RFP and state regulations and guidance, the Atlas Planning team will ensure the Climate Vulnerability Assessment includes information available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies including, but not limited to, all of the following:

- Information from the Internet-based Cal-Adapt tool (Cal-Adapt).
- Information and guidance from the most recent version of the California Adaptation Planning Guide.
- Information from the County and applicable local agencies on the types of assets, resources, and populations that will be sensitive to various climate change hazards.
- Information from the County and applicable local agencies on their current ability to deal with the impacts of climate change.
- Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.
- Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.
- Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

The Atlas Planning team will analyze climate-related hazards that are expected to be affected by climate change, including those that may occur more frequently and/or become more severe in future years. Based on our understanding of Mendocino County and regional climate change projections, we anticipate including wildfires, flooding, landslides, extreme weather, drought, and pests and diseases from agricultural and forestry. Additional research and discussions with County staff may identify other hazards to include.

We will rely on the most accurate and up-to-date science on the effect of climate change, using Cal-Adapt, the California Fourth Climate Assessment, local studies and reports, and all other relevant sources. In accordance with Cal-Adapt guidance and best practice, the Climate Vulnerability Assessment will use an average of multiple climate models to improve accuracy of climate projections. We recommend using an average of the four state-recommended priority climate models based on the Representative Concentration Pathway 8.5 or business-as-usual scenario but are also prepared to use additional models that are suitable for local-level analysis.

The vulnerability assessment will identify the populations and assets in Mendocino County that may be affected by climate change. In accordance with state guidance and best practices, we will look at several categories of populations and assets:

- Populations. Persons who are likely to be disproportionately harmed by climate change, including senior citizens (especially those living alone), persons in poverty, and persons who lack access to lifelines such as vehicles and telecommunications.
- Buildings and infrastructure. We expect this to include public infrastructure (such as roadways, dams and flood control structures, and water/wastewater systems), public buildings (such as County offices, schools, law enforcement and fire buildings), and other structures that provide important services (including medical centers, energy lines, and communication facilities).
- Economic drivers. This includes the facilities and activities that contribute significantly to the local economy, including tourism, agriculture and forestry, and outdoor recreation activities.
- Ecosystems and natural resources: This category includes the range of ecosystems throughout Mendocino County, including conifer and hardwood forests, riparian corridors, and shrublands.

The Atlas Planning team will prepare a list of all populations and assets recommended for inclusion in the Climate Vulnerability Assessment, based on discussions with the Safety Element Task Force, our understanding of the conditions in Mendocino County, recommendations from the California Adaptation Planning Guide, the Safeguarding California Plan and California Climate Adaptation Strategy reports, and other best practices.

We will assess the vulnerability of all populations and assets for all relevant climate-related hazards by looking at impact and adaptive capacity, in accordance with the newest version of the California Adaptation Planning Guide. We anticipate collaboration with the Task Force for the scoring, especially for adaptive capacity determinations of existing County assets. These results will be translated into a quantitative vulnerability score, ranging from 1 (minimum vulnerability) to 5 (severe vulnerability). The Atlas Planning team will consult an extensive body of scientific research to determine how climate change may affect the populations and assets, including peer-reviewed scientific studies, publications from academic institutions and government organizations, and other credible state and national sources. Where appropriate, the Atlas Planning team will also rely on plans and reports from local government agencies.

9.1: Climate Adaptation and Resilience Goals

Based on the results of the Climate Vulnerability Assessment, the Atlas Planning team will prepare goals that establish a framework for adaptation and resilience in Mendocino County. The goals will focus on improving resiliency throughout Mendocino County for all populations and assets, with particular emphasis on the populations and assets that are most vulnerable. The Atlas Planning team will draft these goals so they can be easily integrated into the updated Safety Element.

9.2: Climate Mitigation and Implementation Measures

The Atlas Planning team will prepare a set of climate mitigation and implementation measures to fit within the framework of the adaptation and resilience goals established in Task 4.1. These measures will be feasible methods to avoid or minimize climate change impacts associated with ongoing and new uses of land. Consistent with SB 379, the measures will direct the location, when feasible, of new essential public facilities outside of at-risk areas, or identify construction methods or other methods to minimize damage if these facilities are located in at-risk areas; ensure coordination and collaboration with relevant local, regional, state, and federal agencies, identify natural infrastructure that may be used in adaptation projects, where feasible.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

We will emphasize measures that build resiliency through "no regret" strategies that also provide short-term co-benefits, such as providing financial savings to community members, improving public health, and conserving natural resources. We intend to be able to streamline policies by allowing for multiple benefits from a single measure. The Atlas Planning team will also prepare measures that establish a foundation for long-term climate change adaptation and resiliency, building community resiliency for the coming decades.

9.3: Review Vulnerability Assessment and Project Coordination Meeting

The Atlas Planning team understands that, in accordance with State law, the Climate Vulnerability Assessment must be integrated into the Safety Element. This includes identifying the potential for harm that climate change poses to the community, providing adaptation and resilience goals and policies to protect the community, and including implementation measures to put the goals and policies into practice.

After completing the Climate Vulnerability Assessment, the Atlas Planning team will coordinate with the Safety Element Task Force to discuss incorporating the Climate Vulnerability Assessment into the Safety Element. The meeting will identify how best to do this to best serve the community while achieving compliance with State law. The Atlas Planning team will prepare an agenda in advance of this meeting, and will provide a summary of the discussions and preferred approach afterwards. Our budget assumes two Atlas Planning team staff will participate in person though we can also support this as a videoconference or webinar.

Task 10: Draft & Review Safety Element

The Atlas Planning team will draft and compile a General Plan Safety Element for Mendocino County that complies with all applicable State laws, including the procedural and statutory requirements and guidance of OPR, CAL FIRE, and Cal OES. It is anticipated that the following list of requirements will be used as a guide to complete this update:

- Wildfire: Recent Statutory Amendment (applicable to Safety Elements updated in 2014 or later) pursuant to Government Code 65302(g)(3) and 65302.5.
- Flood: Recent Statutory Amendment (applicable to Safety Elements updated in 2009 or later) pursuant to Government Code Section 65302(d)(1) and (g)(1).
- Disadvantaged Unincorporated Communities: Recent Statutory Amendment (applicable to Safety Elements updated in 2013 or later) pursuant to Government Code Section 65302.10.
- Climate Adaptation and Resiliency: Planned Statutory Amendment (applicable to Safety Elements updated in 2017 or later) pursuant to Government Code 65302(g)(4)
- Evacuation Routes: Recent Statutory Amendment (applicable to Safety Elements updated in 2020 or later) pursuant to Government Code 65302(g)(5)
- Certified Local Ordinances: Local ordinances certified as meeting or exceeding Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03.
- Establish on-going coordination mechanisms between first responders and policy makers to maximize limited resources
- Establish a capital improvement planning process to efficiently use those limited resources to provide disaster resiliency for those most impacted by the hazards identified in the Multi-Hazard Mitigation Plan.

The updated Safety Element will address all relevant topics, including those that are not explicitly required under State law, but which improve community safety and well-being. Protecting against climate change will be a significant component of the Safety Element, but the document will also be responsive to other hazards, such as those related to seismic events.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

Based on our experience, drafting of the Element should occur after the Administrative Drafts of the Climate Vulnerability Assessment and Multi-Hazard Mitigation Plan have been prepared. This ensures consistency between the two documents and allows for both plans to use relevant maps and figures. As part of this task, a review of the remainder of the General Plan for policy consistency to ensure internal consistency, which is a requirement under the California Government Code. The Atlas Planning team will provide the County with a consistency analysis that includes recommendations for any changes to the General Plan as part of the update. As part of this task, the Atlas Planning Team will provide language that effectively integrates the MJHMP and Safety Element to ensure compliance with AB 2140. This work effort was previously identified as Task 7. INTEGRATION OF MJHMP INTO THE COUNTY'S GENERAL PLAN SAFETY ELEMENT from the prior scope of work.

Upon completion of the Administrative Draft Element and Consistency Analysis, the Atlas Planning team will provide staff electronic copies for review and comment. Upon receipt of one consolidated set of comments, the Atlas Planning team will prepare a preliminary draft Safety Element for distribution to relevant County agencies, staff and jurisdictions, allowing for the opportunity to provide input and comment on the Element. The final step of this task is the release of the Element for Public Review, which initiates the public hearing process.

Task 11: Finalize Safety Element

When the Draft Safety Element is released for public review, the Atlas Planning team will also work with the County to begin the process of review and approval (as applicable) by CAL FIRE to ensure SB 1241 compliance, with Cal OES in support of AB 2140 and integration of the LHMP and General Plan, OPR's Integrated Climate Adaptation and Resiliency Program (ICARP) in support of SB 379/SB 1035 consistency, and the California Geological Survey of the Department of Conservation. We recommend that this review period start approximately 90 days prior to the scheduled date for final adoption of the Element. For this review, the Atlas Planning team will transmit the Safety Element to CAL FIRE staff along with their General Plan Safety Element Assessment tool. Upon receipt of comments from CAL FIRE staff, the Atlas Planning team will work closely with them to address any concerns and issues arising from the review, and to develop the final language needed to ensure approval from CAL FIRE staff and the California Board of Forestry and Fire Protection. Once the Element is adopted by the Board of Forestry and Fire Protection, the Safety Element is considered ready for local adoption.

Task 12: Local Adoption

The Atlas Planning team will support Mendocino County through local adoption of the project. Based on the RFP, we assume that this process will include presenting the Safety Element General Plan Update to the Planning Commission and Board of Supervisors at their respective public hearings. It is anticipated that one (1) public hearing for each of the hearing bodies for a total of two (2) public hearings will be required. The timing of the Planning Commission hearing can occur prior to CAL FIRE approval of the Element; however, we recommend that the final adoption at the Board of Supervisors occurs after receipt of the approval letter from the Board of Forestry and Fire Protection. This allows for a more streamlined process and eliminates the need for any additional hearings. As part of this task, the Atlas Planning team will also work with County staff to ensure the resolutions for adoption contain the right text to comply with AB 2140, integrating the Multi-Hazard Mitigation Plan into the Safety Element and ensuring increased capabilities for preventing, responding to, and mitigating future disasters.

Task 13: CEQA Documentation

The focus of the project will be to update the Safety Element of the General Plan to comply with new regulations. Rather than prepare an IS/MND or new EIR, we recommend preparation of an Addendum to the County's General Plan EIR pursuant to CEQA Guidelines §15164. Because land uses evaluated in the General Plan EIR will not change with the draft Safety Element, we do not believe that the update of policies

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

would trigger new significant environmental impacts. Further, the types of policies included in a Safety Element are intended to help address environmental impacts already allowed in the General Plan. The use of an Addendum builds on the investment in the General Plan made by the County, and significantly shortens the time period for consideration of the project. Finally, provided that the Addendum is supported with substantial evidence on the record, it enjoys the same substantial evidence protection as the General Plan EIR if challenged.

PlaceWorks will provide an Administrative Draft Addendum following a format discussed during the kickoff meeting. Our default format for an Addendum follows the findings in §15162 rather than using an initial study. If a formal initial study is requested, we will need to increase the budget and scope accordingly. All impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft will be provided for review. The final draft of the Addendum will be used to support the CEQA determination during the hearing(s) for the proposed project.

Our scope assumes one conference call to review the comments on the administrative draft addendum. We anticipate using our regular check-in calls, to discuss any issues that may arise during preparation of the CEQA documentation and to report on the status of the project. A member of the Atlas Planning CEQA team will attend both the Planning Commission and Board of Supervisors meetings when the Safety Elements is considered to answer any questions regarding the environmental analysis.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

Project Schedule

The schedule provided below is intended to meet the County's need to receive FEMA approval by September 2020. While this timeframe is quick, we have established a schedule that can meet this deadline. Upon selection, the Atlas Planning team will prepare a detailed schedule that identifies specific dates/timeframes for task completion.

While the Atlas Planning team has control over the tasks, we are responsible for, we cannot guarantee the time frames associated with Cal OES and FEMA review. For that reason, we are assuming that County staff will stay in close coordination with Cal OES and FEMA staff and apprise them of any delays or issues that may impact our schedule. Partnering with County staff as the plan nears completion will ensure we will receive FEMA approval of the plan and not jeopardize existing and future FEMA grant funding.

		2020											
Project Task		January	February	March	April	May	June	July	August	September	October	November	December
A. Local Multi-Hazard Mitigation Plan Update													
1.0	Project Initiation/Management												
2.0	Community Engagement												
3.0	Plan Review												
4.0	Hazard and Risk Assessment, Local Vulnerability, and Capability Assessment												
5.0	Identify Mitigation Strategies and Update LHMP												
6.0	Compile Draft LHMP Update												
7.0	Local Review and Revision												
8.0	Plan Submittal and Adoption												
9.0	Preparation of Climate Vulnerability Assessment												
10.0	Draft & Review Safety Element												
11.0	Finalize Safety Element												
12.0	Local Plan Adoption												
13.0	CEQA Documentation												

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

Proposal Cost Plan and Narrative

The costs associated with the Atlas Planning team's proposal for RFP DR-19-05 Local Hazard Mitigation Plan and General Plan Safety Element Consultant are provided in the table below. The following basic assumptions were used when developing this cost proposal:

1. Costs associated for all meeting venues and locations would be the responsibility of Mendocino County and Planning Partners.
2. Costs associated with public notices and newspaper advertisement would be the responsibility of Mendocino County.
3. Reimbursable costs identified in the proposal include the following assumptions:
 - a. Travel costs:
 - i. Hotel expenses assumed up to \$150 per night for a hotel room.
 - ii. Airfare expenses assumed up to \$450 for flights from the out of state.
 - iii. Airfare expenses assumed up to \$250 for flights from within the state.
 - iv. Rental Car Expenses assumed up to \$150 per day for a rental car.
 - b. Reproduction Costs:
 - i. Hard Copy Version of the LHMP assumed up to \$200
 - ii. Hard Copy versions of Planning Partner Packets assumed up to \$25
 - iii. Meeting Materials printing costs assumed up to \$100 per meeting

A typical meeting for the project could assume the following costs:

- Airfare for two people - \$700
- Rental Car - \$150
- Hotel Room - \$150
- Materials - \$100

Totaling \$1,100 per meeting for the project

While these are based on reasonable assumptions, the budget proposed for reimbursable expenses will be billed on a time and materials basis, based on the actual cost incurred.

The Atlas Planning team is open and willing to work with Mendocino County to refine this cost proposal to meet your budget and needs.

This revised scope of services, revised schedule, and revised fee provided on February 7, 2020 supersedes the Atlas Planning Team's original proposal submitted on January 3, 2020.

Task Name	Pfannenstiel \$175.00	Murray \$110.00	Mobley \$140.00	Greer \$115.00	Hazard Mitigation Planner \$85.00	Seale \$215.00	Krispi \$145.00	Resilience Planner \$120.00	Teague \$215.00	Reimbursables	Total Fees
Mendocino County MJHMP and Safety Element											
1.0 Project Initiation/Management											
1.1 Project Initiation Meeting/ Kick Off Conference Call	16	8	8	8		8	8		4	\$1,650.00	\$11,110.00
1.2 Project Management	32	12	4			12	8		8		\$12,940.00
2.0 Public Engagement											
2.1 Community Engagement Strategy Development	4		4			4	4				\$2,700.00
2.2 Online Media/Survey Development	4	8	8				4				\$3,280.00
2.3 Engagement Meetings/ Assistance (MAC, City Council)	24	8	4			16	40	12		\$5,900.00	\$22,220.00
2.4 Planning Partners Meetings	40	16	24	24	24					\$4,400.00	\$21,320.00
3.0 Plan Review											
3.1 Review of Existing MJHMP/ Safety Element	8	4	8	8	8	4	8	8	4		\$8,400.00
3.2 Planning Partner Feedback	8		4	4	12					\$250.00	\$3,690.00
3.3 Plan Update Action Items	4	4	4	4	12						\$3,180.00
4.0 Hazard and Risk Assessment, Local Vulnerability, and Capability Assessment											
4.1 Hazard, Risk, and Vulnerability Assessment Update											\$0.00
4.1a Identify Hazards			4	8	12						\$2,500.00
4.1b Collect Data			8	40	24						\$7,760.00
4.1c Develop Hazard Profiles			40	10	160						\$20,350.00
4.1d Conduct the Vulnerability Assessment			8	40	8						\$6,400.00
4.1e Provide an Overall Summary of Vulnerability			8	40	16						\$7,080.00
4.2 Capability Assessment	16	16	8	8	8						\$7,280.00
5.0 Identify Mitigation Strategies and Update MJHMP											
5.1 Review of Hazard Mitigation Goals and Objectives	4	8	2		2						\$2,030.00
5.2 Develop, Evaluate, and Prioritize Hazard Mitigation Strategies/Actions	16	16	8		16						\$7,040.00
5.3 Planning Partner Presentation of Plan Elements	16		8		4					\$2,200.00	\$6,460.00
6.0 Compile Draft MJHMP Update											
6.1 Public Review Draft Preparation	24	16	8	8	40						\$11,400.00
6.2 Public Review Draft Publication	16	16	4	4	20						\$7,280.00
7.0 Local Review and Revision											
7.1 Plan Comment Review	12	16	8	4	4						\$5,780.00
7.2 Plan Revisions	12	16	8	4	4					\$900.00	\$6,680.00
8.0 Plan Submittal and Adoption											
8.1 Cal OES/FEMA Approval Submission	8	12	4	4						\$300.00	\$4,040.00
8.2 Correction of Returned Plan Elements	4	8	2	2							\$2,090.00
8.3 Formal Presentation	24								8	\$1,100.00	\$7,020.00
9.0 Preparation of Climate Vulnerability Assessment	16					36	80	160			\$41,340.00
10.0 Draft & Review Safety Element	32	48				10	18	18			\$17,800.00
11.0 Finalize Safety Element	16	32				2	2	4			\$7,520.00
12.0 Local Plan Adoption	16	8				2	8	4			\$5,750.00
13.0 CEQA Documentation	4							40	16		\$8,940.00
Subconsultant Mark Up											\$8,448.00
Grand Total											\$289,828.00