

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Mendocino County Resource Conservation District, 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 Project Management of The Road to Recovery: Redwood Complex Fire Restoration- Implementation Project; 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

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 May 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed six hundred twenty-two thousand fifteen dollars (\$622,015) for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 3-4-2019  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: Megan McCluer

Date: 03/05/2019

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Resource Conservation District

410 Jones Street, Ste. C3

Ukiah, CA 95482

COUNTY OF MENDOCINO

[Signature]  
By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS  
MAR 27 2019

Date: \_\_\_\_\_

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy MAR 27 2019

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 MAR 27 2019

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:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

Date: 2/15/2019

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 3/4/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 3/4/19

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 CONTRACTOR'S and 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.
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: Darcie Antle

To CONTRACTOR: Mendocino County Resource Conservation District  
410 Jones Street, Ste. C3  
Ukiah, CA 95482  
ATTN: Megan McCluer

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 and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

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 Project Management of The Road to Recovery: Redwood Complex Fire Restoration- Implementation Project shall not

exceed \$622,015 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.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

The COUNTY has been awarded grant funds for The Road to Recovery: Redwood Complex Fire Restoration –Implementation Project (PROJECT) from California Department of Fish and Wildlife (CDFW) to implement the recommended treatments on high and medium immediacy sites by installing culverts sized to pass a 100-year storm event and reshaping road sections to shed water without transporting excess sediment.

The PROJECT location is throughout approximately 19 miles of unpaved roads on three privately-owned parcels located around Tomki Road at Latitude/Longitude 39.33220, -123.22478 (centroid) in Redwood Valley, CA. The PROJECT is divided into two areas: sites east of Tomki Road (East) and sites west of Tomki Road (West).

The PROJECT sites are:

Mariposa Ranch: 2, 3, 4, 5, 6, 7, 8, 9.1, 11, 12, 13, 24, 25, 35, 53  
Light Ranch: 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22  
Power Ranch: 3, 4, 5, 6, 7, 8, 17, 23, 24, 25

The objectives of the PROJECT are:

- Protect listed salmonid species and aquatic habitats for approximately 1.75 miles of fish bearing streams.
- Protect water quality by storm proofing a minimum of 33 sites over approximately 3.8 miles of unimproved forest and ranch roads.
- Save at least 9,800 cubic yards of sediment from entering the West Fork Russian River.

CONTRACTOR shall provide the following services to manage the PROJECT according to the terms and conditions of the CDFW contract and regulatory permit requirements:

#### 1. Project Management

CONTRACTOR shall provide technical and administrative services associated with performing and completing the work for this PROJECT, including managing this AGREEMENT, assuring all permits are finalized, delivering the final landowner access agreement, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

#### 2. Acknowledgement of Credit

- a. To the extent practicable, inform the public that the project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014.
- b. To the extent practicable, include acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife (CDFW), for financial support when using any data and/or information developed under this CONTRACT (e.g., in posters, reports, publications, presentations).

### 3. CEQA and Permits

- a. CONTRACTOR shall not proceed with on the ground implementation until California Environmental Quality Act (CEQA) compliance, preparation and filing of appropriate CEQA document, all necessary permits and consultations are secured, and COUNTY has received a Notice to Proceed letter from the CDFW Grant Manager.
- b. CONTRACTOR shall secure all necessary permits, notifications, and other regulatory compliance approvals.
- c. COUNTY will remit checks addressed to the permitting agencies. CONTRACTOR shall attach the checks as payments for the permit applications.
- d. CONTRACTOR shall be the permit holder of all permits for the PROJECT.
- e. CONTRACTOR shall provide a copy of all permits and approvals required by permitting agencies before implementation activities covered by such permits and approvals can begin.
- f. Permits and approvals shall include at a minimum: CDFW Streambed Alteration Agreement, Clean Water Act Section 404 Permit, 401 Water Quality Certification, and National Oceanic Atmospheric Administration Fisheries Section 7 Endangered Species Act Biological Opinion.

Native American Tribes shall be notified of the project to satisfy CEQA and Assembly Bill (AB) 52 consultation requirements.

### 4. Landowner Access

- a. CONTRACTOR shall obtain written permission from landowners for access to perform work.
- b. CONTRACTOR shall cause the landowners to give CDFW, COUNTY, and CONTRACTOR their employees and agents written permission to access the property at least once every 12 months from the date of CDFW's Notice to

Proceed until 25 years after the term of this AGREEMENT ends for purposes of inspections and monitoring. Such access shall be reasonably acceptable to the Landowners and the requester following written or verbal request to CONTRACTOR.

- c. CONTRACTOR shall provide a copy of the access agreement to COUNTY to submit to CDFW prior to CONTRACTOR beginning any work at the Project Sites.

## 5. Quarterly Reports

- a. CONTRACTOR shall collect and collate project information from construction management firms, subcontractors, and consulting firms to develop quarterly reporting packages.
- b. CONTRACTOR shall submit quarterly progress reports to COUNTY within 30 days following each calendar quarter (March, June, September, and December), starting April 30, 2019 and quarterly for the duration of the AGREEMENT.
- c. The following shall be included in the Quarterly Progress Report:
  - i. Summary of activities and tasks performed and/or completed
  - ii. Documentation of all subcontractor activities
  - iii. Document delivery of any intermediate work products
  - iv. List of problems encountered while performing the task(s) and proposed solutions, timeline for resolution, and status of previously unresolved problems
  - v. Brief outline of proposed activities and tasks for the following quarter
  - vi. Submitted electronically in a Microsoft Word compatible format

## 6. Final Reports

- a. CONTRACTOR shall submit a Draft Final Report at least 30 days prior to the submission of the Final Report.
- b. CONTRACTOR shall submit a Final Report that summarize the life of this Agreement, describe the extent to which the PROJECT achieved the proposed Scope of Work and Performance Measures, and discuss any findings, conclusions, or recommendations for ongoing future actions.
- c. The Draft Final Report and Final Report shall be submitted to the COUNTY by the date listed in the Project Schedule in Section 17.

## 7. Project Close-out

- a. CONTRACTOR shall prepare and submit a Project Close-Out Summary Report by the date listed in the Project Schedule in Section 17.



- b. The Project Close-Out Summary Report must summarize the PROJECT's accomplishments consistent with the Watershed Restoration Grants Program goals.
- c. CONTRACTOR shall include a final invoice with the Project Close-Out Summary Report.

## 8. Data Management

- a. CONTRACTOR shall ensure that data collection, data acquisition, and/or data development activities will incorporate the standards expressed in CDFW's Scientific Integrity Policy (<https://www.wildlife.ca.gov/Science-Institute/Policies-and-Guidelines>).
- b. CONTRACTOR shall ensure that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meets the CDFW minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the PROJECT has been completed and all data have been delivered to CDFW Grant Manager.
- c. All scientific data collection efforts are required to include metadata files or records indicating at a minimum:
  - 1. Who collected the data
  - 2. When the data was collected
  - 3. Where the data was collected
  - 4. How the data was collected (description of methods and protocols)
  - 5. Documentation of any peer review or statistical consultations
  - 6. The purposes for which the data was collected
  - 7. Definitions of variables and abbreviations used, including units of measure
  - 8. Any restrictions on the distribution and use of the data
  - 9. The terms of any landowner access agreement(s), if applicable
  - 10. References to any related CDFW permits or regulatory actions.
- d. All data and associated metadata collected by or created under this AGREEMENT are a required deliverable of this AGREEMENT. All data deliverables should be budgeted for and included in the project timeline as a part of this AGREEMENT. A condition of final payment on this AGREEMENT shall include the delivery of all related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in accordance with the CDFW Minimum Metadata Standards.
- e. Data related to observation, occurrence or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to

the California Natural Diversity Database (CNDDDB) using the online field survey form or other digital method.

- f. The following PROJECT information shall be uploaded by CONTRACTOR to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>): project name, project proponent and contact information, project boundary [GIS polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts.
- g. Consistent with Fish & Game Code Section 857, subdivision (a), CONTRACTOR shall obtain written landowner consent for data collection requiring access to private lands. The permission letter must state that the CONTRACTOR cannot limit the distribution of data collected on private land unless the law specifically exempts such data from disclosure. This provision does not apply to emergencies or to wildlife officers carrying out peace officer duties pursuant to Fish and Game Code Section 857, subdivisions (b) and (c), and other laws.
- h. CONTRACTOR shall ensure that it protects from improper disclosure any personal or other confidential information that CONTRACTOR collects or maintains in the course of implementing the PROJECT. CONTRACTOR shall acquire, disclose, and use personal information only in ways that are consistent with CDFW's Privacy Policies — including CDFW's Directors' Bulletin No. 2008-02 Policy for Protecting the Confidentiality of Personal Data and CDFW Bulletin No. 2010-04 Protection of Social Security and Other Personal Data — the Information Practices Act (IPA; Civil Code, § 1798 et seq.), Fish and Game Code, California State Administrative Manual Chapter 5300 Information Technology – Office of Information Security, and other applicable laws.

## 9. Bid Solicitation

- a. To develop the bid solicitation scope of work, CONTRACTOR shall inventory all project sites, document current site conditions, and develop a Road Log to summarize construction activities for each site.
- b. CONTRACTOR shall submit the Road Log to the COUNTY, who shall submit to CDFW Grant Manager for review and comment, at least 30 days prior to Bid Solicitation.
- c. Bid Solicitation shall occur concurrently for the two separate project areas: 1) construction activities east of Tomki Road, and 2) construction activities west of Tomki Road.
- d. CONTRACTOR shall complete two Invitation to Bid documents and provide copies to the COUNTY. The COUNTY will provide the copies to the CDFW Grant Manager.

- e. CONTRACTOR shall hold mandatory site tours, rank submittals, and select a preferred construction firm for each project area.

#### 10. Preconstruction Meeting & Monitoring

- a. CONTRACTOR shall oversee a mandatory preconstruction meeting for both project areas and provide environmental training for all construction personnel to educate construction workers on special status species, associated impact avoidance procedures, and other environmental Best Management Practices.
- b. CONTRACTOR shall provide proof of training to COUNTY.
- c. CONTRACTOR shall conduct or oversee cultural, biological, and botanical site surveys during the appropriate time periods, consistent with permit requirements.
- d. CONTRACTOR will prepare a Preconstruction Survey Report for each project area, and submit to COUNTY. Preconstruction survey reports will include but are limited to: survey dates, species list, survey protocols used, survey GPS points, and data collected. Data related to special status species will be uploaded to CNDDDB as described in the Project Schedule in Section 17.

#### 11. Construction Implementation

- a. CONTRACTOR shall issue a Notice to Proceed and oversee construction management and implementation activities simultaneously for the two project areas.
- b. CONTRACTOR shall ensure a minimum of 33 sites shall be completed utilizing the methods described in the Handbook for Forest, Ranch, and Rural Roads, and Chapter 10 of the California Salmonid Stream Habitat Restoration Manual.
- c. Upon completion of construction activities, CONTRACTOR shall submit a Construction Report that includes but is not limited to: summary of construction activities, as-built drawings, Notice of Completion, and post-project photographs.

#### 12. Project Monitoring

- a. CONTRACTOR shall conduct project monitoring consistent with the approved COUNTY grant application and monitoring plan for this PROJECT.
- b. CONTRACTOR shall ensure photo-point monitoring locations will be established to document preconstruction conditions.
- c. CONTRACTOR shall ensure project sites will be monitored for at least two winters after construction and shall follow protocols established in the Mendocino County

Permit Coordination Program by the North Coast Regional Water Quality Control Board.

- d. Monitoring data collection should demonstrate ecological benefits resulting from project activities, including but not limited to: water quality, sediment reduction, and benefits to salmonid habitat.
- e. Monitoring Reports shall be provided to COUNTY.
- f. CONTRACTOR shall ensure reports include at a minimum: summary of findings, identification and discussion of problems with achieving success, proposed corrective measures, monitoring dates and protocols conducted, photo documentation, and a discussion of conservation benefits.

### 13. Long-term Monitoring and Maintenance

- a. CONTRACTOR and COUNTY shall develop a Long-Term Maintenance and Monitoring Plan that describes how project outcomes will be monitored and maintained.
- b. COUNTY will submit a Draft Long-Term Maintenance and Monitoring Plan to CDFW Grant Manager for review and comment.
- c. CONTRACTOR and COUNTY will address comments and submit a Final Long-Term Maintenance and Monitoring Plan to CDFW Grant Manager for approval.
- d. CONTRACTOR shall ensure that the PROJECT and properties are properly operated, used, and maintained consistent with the objectives of the PROJECT for 25 years beyond the term of this AGREEMENT. CONTRACTOR may contract with landowners to manage the PROJECT.

### 14. Labor Code Requirements

CONTRACTOR shall comply with the California Labor Code for the PROJECT. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code (see Section 1720 et seq.). Labor Code compliance may require the payment of prevailing wage.

### 15. Engineering Compliance

CONTRACTOR shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to Section 6700 et seq. (Professional Engineers Act) or Section 7800 et seq. (Geologists and Geophysicists Act).

### 16. Cost Share



CONTRACTOR's contract of \$742,507 with the State Water Resources Control Board shall be cost share to support additional complementary implementation activities on the same properties.

## 17. Project Schedule

Tasks	Deliverables	Estimated Completion Dates
Quarterly Progress Report	Quarterly Progress Report	Due 30 days after the end of each calendar quarter (March, June, September, December), starting April 30, 2019, and submitted quarterly for the duration of the AGREEMENT
Project Site Access	Landowner Access Agreements	April 30, 2019
Data Management	EcoAtlas Project Tracker – Project information entry	April 30, 2019
	EcoAtlas Project Tracker – Project information update	April 30, 2021
	Project Data and Metadata submitted	April 30, 2021
	Proof of Project data upload to relevant data portals	April 30, 2021
Final Report	Draft Final Report	March 31, 2021
	Final Report	April 30, 2021
Project Close-out	Project Close-out Summary Report and Final Invoice	May 30, 2021
Environmental Compliance and Permitting	Permits	July 1, 2019
Subcontract Management	Executed Subcontracts	Due with Quarterly Progress Reports
Bid Solicitation	Road Log	April 15, 2019
	Invitation to Bid (East)	April 30, 2019
	Invitation to Bid (West)	April 30, 2019
	Construction Subcontractor Selection (East)	June 1, 2019
	Construction Subcontractor Selection (West)	June 1, 2019
Preconstruction Meeting & Monitoring	Proof of Environmental Training	June 15, 2019
	Preconstruction Survey Report (East)	June 15, 2019
	Preconstruction Survey Report (West)	June 15, 2019
Construction Implementation	Construction Start Date	July 1, 2019
	Construction End Date	October 15, 2019
	Construction Report	January 30, 2020
Project Monitoring	Annual Monitoring Report	March 31, 2020
	Annual Monitoring Report	March 31, 2021
Long-Term Monitoring	Draft Long-Term Maintenance and Monitoring Plan	December 31, 2020
	Final Long-Term Maintenance and Monitoring Plan	February 28, 2021

## 18. Subcontractor Management

- a. CONTRACTOR shall enter into agreements with or ensure subcontractors enter into agreement with the following firms to accomplish the tasks below:
  - i. LACO Associates: Permit applications, construction management, and procurement of California Contractor State License Board (CSLB)-licensed contractor.
  - ii. Pacific Watershed Associates (PWA): Permit applications, construction management, and procurement of CSLB-licensed contractor.
  - iii. North Coast Resource Management (NCRM): Rare plant surveys and report, cultural resources surveys, and consultation with Native American Tribes.
  - iv. Contractor Compliance and Monitoring, Inc. (CCMI): Reporting to Department of Industrial Relations and work with licensed contractors to ensure labor compliance according to CA prevailing wage requirements.
  - v. CSLB Construction Firm #1: Contractor in good standing with California Contractor State License Board (CSLB), implement construction according to project description on road inventory report west of Tomki Road on Mariposa Ranch.
  - vi. CSLB Construction Firm #2: Contractor in good standing with California Contractor State License Board (CSLB), implement construction according to project description on road inventory report east of Tomki Road on Power and Light Ranches.
- b. CONTRACTOR shall collect and process invoices from subcontractors to provide the COUNTY with a complete invoicing package.
- c. CONTRACTOR shall ensure Pacific Watershed Associates and LACO Associates will compile all information required for permit submittals and for all notifications to the Army Corps of Engineers.
- d. CONTRACTOR shall ensure North Coast Resource Management botanist will complete rare plant surveys at all project sites and create a report of findings to satisfy CEQA requirements.
- e. CONTRACTOR shall ensure North Coast Resource Management archaeology team will complete cultural resources surveys and research of all project sites and will notify Native American Tribes of the project to satisfy CEQA requirements.

- f. CONTRACTOR shall ensure Pacific Watershed Associates will coordinate all project details with the construction firm for work on the Mariposa Ranch. CONTRACTOR shall ensure Pacific Watershed Associates will perform construction management of all sites west of Tomki Road to ensure proper installation and adherence to regulatory permit guidelines. Contractor shall ensure Pacific Watershed Associates will secure culverts, rock, and erosion control materials at their own expense for contractual reimbursement.
- g. CONTRACTOR shall ensure LACO Associates coordinate all project details with the construction firm for work on the Power and Light Ranches. CONTRACTOR shall ensure LACO Associates will perform construction management of all sites east of Tomki Road to ensure proper installation and adherence to regulatory permit guidelines.
- h. CONTRACTOR shall ensure CSLB Construction Firm #1 will install structures and complete road shaping on Mariposa Ranch and with guidance from PWA. CSLB Construction Firm #1 will install the culverts, rock, and erosion control materials according to design on project sites on Mariposa Ranch.
- i. CONTRACTOR shall ensure CSLB Construction Firm #2 will secure culverts, rock, and erosion control materials, install structures, and complete road shaping on the Power and Light Ranches.
- j. CONTRACTOR shall ensure that subcontractors will complete construction by the project schedule in Section 17.
- k. CONTRACTOR shall ensure a minimum of 33 sites are treated and construction follows the recommended treatment for the sites in Road and Hillslope Assessment Summary Report, Redwood Fire Recovery Project published by Pacific Watershed Associates in March 2018 as submitted with the COUNTY's grant proposal.
- l. CONTRACTOR shall ensure construction follows the designs in Appendix F: Typical drawings in Road and Hillslope Assessment Summary Report, Redwood Fire Recovery Project published by Pacific Watershed Associates in March 2018 as submitted with the COUNTY's grant proposal.
- m. PWA, NCRM, and CCMI are subcontractors written into the COUNTY's grant proposal to CDFW. In the event those firms choose to not participate in the PROJECT, CONTRACTOR shall obtain written approval from COUNTY before selecting an alternative firm.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR shall submit monthly invoice package to  
County of Mendocino  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle
2. Billing for services is expected to be completed within 30 days of service provision.
3. Invoices shall include:
  - a. a written description, not to exceed two pages in length, of CONTRACTOR's performance under this CONTRACT since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made.
  - b. Time period the invoice covers
  - c. The number of hours worked and the total charge
  - d. Signature of CONTRACTOR certifying services described on invoice
4. COUNTY shall pay CONTRACTOR at the rates below

<b>A. CONTRACTOR PERSONNEL RATE</b>			
Personnel	Hours	Hourly Rate	Total
Executive Director	18	\$ 96	\$ 1,728
Fisheries Biologist / Project Manager	80	\$ 90	\$ 7,200
Senior Conservation Program Director	40	\$ 94	\$ 3,760
Business Manager	48	\$ 76	\$ 3,648
<b>Subtotal A: Contractor Personnel Costs</b>			<b>\$ 16,336</b>
<b>B. CONTRACTOR EXPENSES</b>			
Mileage			\$ 131
LACO Associates			\$ 73,853
Pacific Watershed Associates			\$ 169,500
North Coast Resource Management			\$ 16,572
Contractor Compliance and Monitoring Inc.			\$ 4,242
Licensed Contractor West			\$ 147,905
Licensed Contractor East			\$ 193,476
<b>Subtotal B: Contractor Expenses</b>			<b>\$ 605,677</b>

5. Payments shall not exceed six hundred twenty-two thousand fifteen dollars (\$622,015) 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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

[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 contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

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