

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and EMC Planning Group, Inc., 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 Visual & Archeological Resources Consulting; 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 June 30, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed one hundred and sixty-five thousand dollars (\$165,000.00) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Julia Kosy 1/17/2024  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: PB (2851)

Line Item: 862189 Project: PBLCP

Grant:  Yes  No

Grant No.: LCP-22-06

**COUNTY OF MENDOCINO**

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 02/27/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Amy  
Deputy 02/27/2024

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

DARCIE ANTLE, Clerk of said Board

By: Amy  
Deputy 02/27/2024

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 01/03/2024

**CONTRACTOR/COMPANY NAME:**

By: [Signature]

**NAME AND ADDRESS OF CONTRACTOR:**

EMC Planning Group, Inc.

601 Abrego St.,

Monterey, CA 93940

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,  
County Counsel

By: [Signature]  
Deputy

Date: 01/03/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 01/03/2024

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  
Department of Planning & Building Services  
860 N Bush St.,  
Ukiah, CA 95482  
Attn: John Burkes, Assistant Director

To CONTRACTOR: EMC Planning Group, Inc.  
601 Abrego St.,  
Monterey, CA 93940  
ATTN: Esme Wahl, Associate Planner

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 Visual & Archeological Consultant Services shall not exceed \$165,000.00 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 following services:

EMC Planning Group will develop an understanding of the existing conditions of the County's visual and archaeological resources and evaluate current infrastructure within the coastal zone with the goal of preserving these resources. The Visual Analysis will provide a methodology to characterize, assess and document visual resources along the Mendocino Coast and assist the County in developing appropriate policies for the protection and management of the visual resources. The Cultural and Archaeological resource analysis will identify development constraints within Mendocino County's coastal zone based on the review of known archaeological sites within the coastal zone.

EMC Planning Group will administer the following tasks to meet these objectives:

#### **Task 1 – Project Initiation**

EMC Planning Group will conduct virtual kick-off meetings with County staff and stakeholders.

##### **Task 1.1 Kick-Off Meeting with County Staff**

EMC Planning Group will attend a virtual kick-off meeting with County staff to discuss topics including stakeholder and community interest, key visual resources, special communities, archaeological resources, and refine the project scope, budget, methodology, and timeline as needed.

##### **Task 1.2 Kick-Off Meeting with Stakeholders**

EMC Planning Group, in coordination with County staff, will participate in a call with Caltrans and State Parks early-on to discuss the agencies key issues, future projects, and desired involvement in the planning process.

#### **Task 1 Deliverables**

Meeting notes, Revised Scope, Methodology and Timeline based on Kick-Off Meeting.

#### **Task 2 – Project Management and Progress Meetings**

EMC Planning Group will provide ongoing project management, in coordination with County Planning, Coastal Commission, Caltrans, State Parks, the Bureau of Land Management, local tribes, and other stakeholders. EMC Planning Group will attend periodic project virtual meetings (four hours per month), maintain a project schedule and prepare monthly status reports.

#### **Task 2 Deliverables**

Monthly Status Reports, Meeting Minutes.

### **Task 3 – Background Research**

#### **Task 3.1 Review Mendocino County LCP and CCC Guidance**

EMC Planning Group will review and assess the County of Mendocino's existing Local Coastal Program (LCP) documents and policies pertaining to visual resources, special communities, archaeological resources, and special treatment areas (Section 3.5 of the County's Coastal Element) to establish a baseline understanding of the current mapped resources within the County's coastal zone and the County's current policies to protect the integrity of such resources. EMC Planning Group will evaluate Mendocino County's LCP in the context of current Coastal Commission guidance for updating policies regarding visual resources, special communities, archaeological resources, and special treatment areas, as well as review recently approved LCP amendments throughout the State that address these issues.

#### **Task 3.2 Preliminary Mapping and Data Logging**

Using existing sources, including Google Earth, California Coastal Records Project, information from the County of Mendocino, Coastal Commission, Sonoma State University, Caltrans and other agencies, EMC Planning Group will identify the following known resources within Mendocino County's coastal zone:

- Visual resources, including public scenic view corridors and viewsheds, highly scenic coastal areas, natural landforms of significance, viewing areas, vista points, and overlooks
- Significant structures, including historic structures
- Public access trails and access points located within the coastal zone
- Archaeologically sensitive areas
- Special Communities or neighborhoods which are significant visitor serving destinations
- Special treatment areas

EMC Planning Group will create an excel spreadsheet listing the known resources described above to be used as a starting point for the in-person site visit and mapping.

#### **Task 3 Deliverables**

Memo Summarizing the County's Existing Policies to Protect Archaeological and Visual Resources, Special Treatment Areas, and Special Communities and CCC Guidance on Policy Updates for these Policy Areas and an Excel spreadsheet identifying the names and locations of the known resources.

### **Task 4 – Stakeholder Outreach**

EMC Planning Group will participate in virtual calls with Caltrans, State Parks, the Bureau of Land Management (BLM), and other identified stakeholders to discuss policy recommendations and the agencies future projects and goals in collaboration with Mendocino County Planning. The intent of this outreach will be to identify existing State Park lands that should be protected from visual degradation, and to coordinate with State

Parks on policy language and mitigation measures.

- With Caltrans, EMC Planning Group will primarily discuss future projects and long-term plans and will coordinate mitigation measure recommendations and LCP policy language recommendations.
- With the BLM, EMC Planning Group will request guidance on policies to protect the visual and archaeological resources and special treatment areas of the portion of the King Range Wilderness that is within Mendocino County's coastal zone.

#### Task 4 Deliverables

Up to four virtual stakeholder meetings and meeting notes.

#### **Task 5 – Tribal Consultation**

Under the guidance of the Native American Heritage Commission (NAHC), this task includes assistance with Tribal Consultation pursuant to the goals of the project and the best practices found under the California Coastal Commission Adopted Tribal Consultation Policy. It includes preparation of consultation offer letter(s). EMC will discuss with the County how best to approach tribal consultation knowing that each tribe may request individual meetings. Based on preliminary research, EMC has identified a minimum of 15 tribes within Mendocino's coastal zone. For this proposal, we assume that five tribes will request consultation and meetings will be held virtually.

#### Task 5 Deliverables

Five virtual meetings and meeting notes – If an in-person meeting with interested tribes is requested, EMC Planning Group will make every effort to accommodate this meeting during a site visit (Task 6.1).

#### **Task 6 – Visual Resources Analysis Report**

##### **Task 6.1 Site Visit**

EMC Planning Group will conduct a site visit of Mendocino County's coastal zone to validate the significant visual and archaeological resources, special communities, and special treatment areas identified during the background research conducted. This site visit is anticipated to take four days and will specifically allocate 4 hours of the site visit to meet in-person with stakeholders or County. The site visit will be conducted in the following manor:

- EMC Planning Group will assess the visual characteristics of distinct landscape components as seen from the coastal land area, beaches and off-shore by driving the entirety of Mendocino's coastal zone and, using a Garmin GPSMap 65s, identifying the location of visually significant areas, including special communities, archaeological resources, special treatment areas, and public access points/hiking trails. Areas where State Route 1 traverses inland, EMC Planning Group should turn off State Route 1 to assess and document coastal views and areas of significance from arterial roads, blufftop trails, or viewing points



- along the coast.
- EMC Planning Group will visit the following towns within unincorporated Mendocino County to document any historic resources and determine whether they should be considered special communities due to being popular visitor-destinations for recreational uses:
    - Gualala
    - Point Arena Lighthouse
    - Mendocino
    - Point Cabrillo Lighthouse
    - Westport
    - Caspar
    - Little River
    - Albion
    - Elk
    - Manchester
  - EMC Planning Group will visit the beaches along Mendocino's coastline to photograph and identify significant landscapes viewed from beaches, including uninterrupted coastline views, mountainous views, and blufftop views as seen from the beach. To assess the visual characteristics from off-shore, EMC Planning Group will use images from California Coastal Records project.
  - The visual and archaeological resources in the portion of the coastal zone north of Rockport, is not likely to be adversely affected by development as such, EMC Planning Group will not be accessing these areas for the ground-truth GPS documentation. Instead, EMC Planning Group will use California Coastal Records Project (to consult photos taken from off-shore) and will work with State Parks and the Bureau of Land Management, to identify areas within this region of coastline that should be identified as scenic areas or special treatment areas under the LCP. EMC Planning Group will also consult with State Parks and the Bureau of Land Management to discuss policy recommendations for this area. EMC Planning Group will provide mitigation measures and policy recommendations to protect these areas, in later tasks.

#### Task 6.1 Deliverables

Notes, photos, GIS coordinates, and Rough Mapping Notes.

#### **Task 6.2 Draft Visual Resources Analysis Report**

EMC will prepare a draft Visual Resources Analysis Report that will serve as the narrative description of the visual resources, archaeological resources, special communities, and special treatment areas identified in previous tasks. The report will be structured as followed:

1. Environmental and regulatory setting
2. Discussion and photos of known and identified visual and archaeological resources, special communities, and special treatment areas
3. Examination of the existing framework for protection of these resources, including the current LCP policies and design review process
4. Recommended methodology for categorizing and protecting visual and archaeological resources, special communities, and special treatment areas.

More specifically, the report will include:

- A description of Mendocino's coastal zone, including a discussion of the environmental and regulatory setting and significance of the area within a regional context and the methodology of the research conducted with all survey details.
- Photos of all known and identified visual resources and discussion on the visual characteristics and distinct landscape components of Mendocino's coastline. Such resources include:
  - public scenic view corridors and viewsheds,
  - highly scenic coastal areas, and natural landforms of significance
  - significant structures (especially along SR 1)
  - public access trails and access points located within the coastal zone
  - archaeologically sensitive areas
  - special communities or neighborhoods which are significant visitor serving destinations
  - Areas of special treatment
- An assessment on the effectiveness of the existing visual and design process in the LCP to protect the resources that have been identified, within the context of coastal hazards, including sea-level rise with recommended public viewsheds, view corridors, archaeologically significant areas, and special communities that should be protected and mapped in the LCP.
- A recommended methodology for characterizing different types of views and visual resources and will provide suggestions on how to assign these views different levels of protection under the LCP.
- Maps created in Task 7.

### Task 6.2 Deliverables

Draft Visual Analysis Report and presentation to County staff.

### **Task 6.3 County and Stakeholder Review and Community Virtual Meeting**

Following the Draft Visual Analysis Report preparation, County staff and stakeholders will have two-weeks to review the Draft Report and provide consolidated and coordinated comments on the findings of the Draft Report.

- County staff will be responsible for gathering and reviewing the stakeholders' comments to submit only one set of comments EMC Planning Group.

Upon receipt of the comments, EMC Planning Group will host a virtual community meeting with County staff and stakeholders to discuss the comments received on the Draft Report.

Task 6.3 Deliverables

Two-week County and Stakeholder review, one virtual meeting, and meeting notes.

**Task 6.4 Final Visual Analysis Report**

Incorporating the comments and feedback received from County staff and Stakeholders a Final Visual Analysis Report will be completed.

Task 6.4 Deliverables

A submitted Final Visual Analysis Report to the County.

**Task 7 – Coastal Visual Analysis Mapping and Graphics**

A detailed mapping of the coastal zone and the surrounding areas outside of the coastal zone will be provided. The maps will also be used to define the study area based on data gathered during field reconnaissance and clearly reflect all locations of:

- visual resources
- special communities and special treatment areas
- topography
- surface features
- all beaches, streams, and rivers
- public access trails and access points within the coastal zone

Mapping will begin concurrently with the Draft Visual Resources Report and be included in both the Draft and Final Visual Resources Reports.

**Task 7.1 Creation of New Shapefiles**

Utilizing data collected from field reconnaissance and other key items, EMC Planning Group will create new Shapefiles.

**Task 7.2 Mapping**

Upon compiling all data collected through field reconnaissance and from the State of California GIS Database, EMC Planning Group will create high resolution, aerial photograph, maps of the key items that will give the viewer an up-to-date aerial view of the areas being mapped.

**Task 7.3 Packaging Shapefiles to be Sent to County of Mendocino**

All shapefiles will be packaged for delivery to the County of Mendocino once they have been finalized. This will allow for the County to use them for their future mapping needs. These Shapefiles will be delivered via drop-box or email to the county and include a Technical Memorandum providing draft language defining the study area.

### Task 7 Deliverables

Technical Memorandum providing draft language defining study area, up to thirty maps and Shapefiles sent to County.

## **Task 8 – Cultural/Archaeological Resource Analysis**

### **Task 8.1 Background Research**

EMC Planning Group will utilize the statewide California Historical Resources Information System (CHRIS) in addition to museums and institutes, to review previous projects and known resources within the coastal zone.

### **Task 8.2 Archaeological Sensitivity/Development Constraints Report**

EMC Planning Group will create a technical memorandum and a series of maps to show areas of archaeological sensitivity, development constraints based on the findings from the archival research, and CHRIS file searches.

- Sites that need special protection or those that are slated to be nominated to the National Register of Historic Places will be given special attention to in our report.

### Task 8 Deliverables

Technical Memorandum with maps describing development constraints within the Coastal Zone based on archaeologically sensitive areas.

## **Task 9 – Mitigation Measure Development and Recommendations**

EMC Planning Group will develop mitigation measures, taking into account coastal hazards (which include, sea level rise, bluff erosion, climate change, ESHA), that can be applied to permits and projects to help protect the following resources:

- Archaeological/Cultural
- Special Communities
- Visual Resources

For each resource, mitigation measures will be recommended based on land use designation however specific coastal hazards analysis report and policy recommendations are not included.

### Task 9 Deliverables

Technical Memorandum containing recommended mitigation measures

## **Task 10 – LCP Policy Recommendations**

EMC Planning Group will develop LCP policy recommendations to protect the visual resources, archaeological resources, special communities, and special treatment areas, with consideration for hazards and environmentally sensitive habitats present within the coastal zone, that were documented and identified in the previous tasks. Based off the previously created maps, specific policies will be assigned to designated or mapped areas shown as scenic corridors, State Route 1 viewshed, special communities, and

archaeologically sensitive areas. Policy recommendations will include:

- land use and zoning designations commensurate with protection of scenic and visual qualities,
- development guidelines to ensure significant views remain unimpeded
- measures to ensure new development is visually compatible with existing natural features and the character of surrounding areas
- standards for protecting community character and historic preservation
- lighting restrictions
- sign and billboard regulations
- design review process updates
- grading regulations
- protection of significant views and views required to stay unobstructed

Task 10 Deliverables

Technical Memorandum containing recommended LCP policy language.

**Task 11 – Draft and Final Reports**

**Task 11.1 Administrative Draft Report**

EMC Planning Group will synthesize the Technical Memorandums prepared for Tasks 7, 8, 9, and 10, including County comments, into an Administrative Draft report.

Task 11.1 Deliverables

PDF and Word Format Administrative Draft Report to County Staff.

**Task 11.2 County Staff and Stakeholder Review**

The Administrative Draft report will be provided to County staff and stakeholders for consolidated and coordinated comments.

- County staff will be responsible for gathering and reviewing the stakeholders' comments to submit only one set of comments EMC Planning Group.

Task 11.2 Deliverables

Two-week review of the Administrative Draft by County and Stakeholders for comments and findings.

**Task 11.3 Draft Final Report**

Based on comments from County staff and stakeholders, EMC Planning Group will prepare a Draft Final report.

Task 11.3 Deliverables

PDF and Word Format of the Draft Final Report to County Staff

**Task 11.4 Coastal Commission Review**

The Draft Final report will be provided to the Coastal Commission for feedback.

Task 11.4 Deliverables

Three-week Review of the Final Draft Report by the Coastal Commission

**Task 11.5 Final Report**

Incorporating the Coastal Commission's comments and findings, EMC Planning Group will prepare a Final Report.

Task 11.5 Deliverables

PDF and Word Format of the Final Report provided to County Staff.

**Task 12 – Presentation**

EMC Planning Group will virtually present the findings from the Visual Resource Analysis Report and the recommendations in the Final Report to the Planning Commission and Board of Supervisors.

Task 12 Deliverables

Virtual presentations to the Planning Commission and Board of Supervisors.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

Contractor shall submit invoices for services to County, monthly, detailing the dates and services per task provided. Billable rates and estimated hourly schedules are delineated below. Invoices shall be processed for payment within 30 days from the date the invoice was received by the County. Invoices for services provided over 120 days prior to invoicing will not be accepted.

Task	Senior Principal	Principal	Senior Planner	Associate Planner	Reg. Prof. Archeologist	Graphics	Production Manager	Admn./ Production	Total Hours	Total Cost
	\$ 275.00	\$ 250.00	\$ 195.00	\$ 165.00	\$ 145.00	\$ 140.00	\$ 125.00	\$ 115.00		
<b>Task 1 - Project Initiation</b>										
1.1 Kick-Off Meeting with County	2	4	0	5	1	0	0	0	12	\$ 2,520.00
1.2 Kick-Off Meeting with Stakeholders	1	2	0	3	1	0	0	0	7	\$ 1,415.00
<b>Task 1 Totals:</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>\$ 3,935.00</b>
<b>Task 2 - Project Management and Progress</b>										
Project Management and Progress	6	16	0	36	4	0	3	2	67	\$ 12,775.00
<b>Task 2 Totals:</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>36</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>67</b>	<b>\$ 12,775.00</b>
<b>Task 3 - Background Research</b>										
3.1 Review Mendocino County LCP & CCC Guidance	0	2	0	6	1	0	0	0	9	\$ 1,635.00
3.2 Preliminary Mapping & Data Logging	0	3	0	8	6	8	0	0	25	\$ 4,060.00
<b>Task 3 Totals:</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>14</b>	<b>7</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>\$ 5,695.00</b>
<b>Task 4 - Stakeholder Outreach</b>										
4 Virtual Meetings	0	6	0	12	2	0	0	0	20	\$ 3,770.00
<b>Task 4 Totals:</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$ 3,770.00</b>
<b>Task 5 - Tribal Consultation</b>										
5 Virtual Meetings	0	5	0	0	7	0	0	0	12	\$ 2,265.00
<b>Task 5 Totals:</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$ 2,265.00</b>
<b>Task 6 - Visual Resources Analysis Report</b>										
6.1 Site Visit (2 team members)	0	40	0	40	0	4	0	2	86	\$ 17,390.00
6.2 Draft Visual Resources Analysis Report	4	8	16	48	8	0	3	2	89	\$ 15,905.00
6.3 Stakeholder & County Virtual Meetings	1	2	0	4	0	0	0	0	7	\$ 1,435.00
6.4 Final Visual Analysis Report	0	4	0	8	6	0	3	1	22	\$ 3,680.00
<b>Task 6 Totals:</b>	<b>5</b>	<b>54</b>	<b>16</b>	<b>100</b>	<b>14</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>204</b>	<b>\$ 38,410.00</b>
<b>Task 7 - Coastal Visual Mapping &amp; Graphics</b>										
7.1 Creation of Shapefiles	0	0	0	0	0	10	0	0	10	\$ 1,400.00
7.2 Mapping (Up to 30 Maps)	2	2	0	2	0	40	0	0	46	\$ 6,980.00
7.3 Packaging Shapefiles to be sent to County	0	0	0	0	0	4	0	0	4	\$ 560.00
<b>Task 7 Totals:</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>\$ 8,940.00</b>
<b>Task 8 - Cultural/Archeological Resource Analysis</b>										
8.1 Background Research	0	0	0	0	10	0	0	0	10	\$ 1,450.00
8.2 Arch Sensitivity/Dev Constraints	0	2	0	2	8	6	0	0	18	\$ 2,830.00
<b>Task 8 Totals:</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>18</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>\$ 4,280.00</b>
<b>Task 9 - Mitigation Measures Development &amp; Recommendations</b>										
Mitigation Dev & Recommendations	4	10	0	18	2	0	0	0	34	\$ 6,860.00
<b>Task 9 Totals:</b>	<b>4</b>	<b>10</b>	<b>0</b>	<b>18</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>\$ 6,860.00</b>
<b>Task 10 - LCP Policy Recommendations</b>										
Policy Recommendations	4	16	0	36	6	0	0	0	62	\$ 11,910.00
<b>Task 10 Totals:</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>36</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>\$ 11,910.00</b>
<b>Task 11 - Draft &amp; Final Reports</b>										
11.1 Administrative Draft	2	6	0	34	4	0	5	2	53	\$ 9,095.00
11.2 Stakeholder Review	1	3	0	6	2	0	0	0	12	\$ 2,305.00
11.3 Draft Final Report	1	3	0	15	2	0	5	2	28	\$ 4,645.00
11.4 Coastal Commission Review	1	3	0	10	0	0	0	0	14	\$ 2,675.00
11.5 Final Report	1	4	0	10	0	0	4	2	21	\$ 3,655.00
<b>Task 11 Totals:</b>	<b>6</b>	<b>19</b>	<b>0</b>	<b>75</b>	<b>8</b>	<b>0</b>	<b>14</b>	<b>6</b>	<b>128</b>	<b>\$ 22,375.00</b>
<b>Task 12 - Presentation</b>										
Virtual Presentation	2	8	0	8	1	0	0	0	19	\$ 4,015.00
<b>Task 12 Totals:</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>\$ 4,015.00</b>
<b>Total Hours:</b>	<b>32</b>	<b>149</b>	<b>16</b>	<b>311</b>	<b>71</b>	<b>72</b>	<b>23</b>	<b>13</b>	<b>687</b>	<b>\$ -</b>
<b>Total Hours Cost:</b>	<b>\$ 8,800.00</b>	<b>\$ 37,250.00</b>	<b>\$ 3,120.00</b>	<b>\$ 51,315.00</b>	<b>\$ 10,295.00</b>	<b>\$ 10,080.00</b>	<b>\$ 2,875.00</b>	<b>\$ 1,495.00</b>	<b>-</b>	<b>\$ 125,230.00</b>
<b>Additional Costs</b>										
Production									-	\$ 150.00
Travel @ \$0.66/mile									-	\$ 460.00
Postage/Deliverables									-	\$ 20.00
Northwest Information Center Files Search									-	\$ 17,000.00
Hotels @ \$150.00/night									-	\$ 900.00
Meals @ \$50.00/day									-	\$ 400.00
Administrative Overhead									-	\$ 2,839.50
<b>Additional Costs Totals:</b>										<b>\$ 21,769.50</b>
<b>Optional Costs</b>										
1 In-Person Presentation									-	\$ 4,120.00
<b>Optional Costs Totals:</b>										<b>\$ 4,120.00</b>
<b>Contingency / Incidentals Costs</b>										
Contingency									-	\$ 12,523.00
Incidentals									-	\$ 1,357.50
<b>Contingency / Incidentals Costs Totals:</b>										<b>\$ 13,880.50</b>
<b>Grand Totals:</b>										<b>\$ 165,000.00</b>

**Hourly Fee Schedule**  
(Effective January 1, 2023)

<b>Principals</b>		<b>Hourly Billing Rate</b>	
Senior Principal		\$275.00	
Principal		\$250.00	
<b>Planners</b>			
Principal Planner		\$220.00	
Senior Planner		\$195.00	
Associate Planner		\$165.00	
Assistant Planner		\$140.00	
<b>Biologists</b>		<b>Monitoring Rate</b>	
Principal Biologist		\$210.00	\$150.00
Senior Biologist		\$170.00	\$130.00
Associate Biologist		\$145.00	\$120.00
Assistant Biologist		\$125.00	\$100.00
<b>Archaeologist</b>			
Registered Professional Archaeologist		\$145.00	
<b>Support Staff</b>			
Desktop Publisher		\$150.00	
Executive Assistant/Production Manager		\$125.00	
Administrative Assistant		\$115.00	
GIS/Graphics Technician		\$140.00	

This Fee Schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision with notice to County.

Expert witness services are provided at a fifty percent (50%) mark-up.

[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.gov](mailto:Auditorap@mendocinocounty.gov).

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)