

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and WRA, 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 coastal biological resources/habitats & natural resources report and 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 two hundred thousand dollars (\$200,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Kroy 5/20/2024  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851 (PB)

Line Item: 862189 #PBLCP

Grant: ☒ Yes ☐ No

Grant No.: LCP-22-06

CONTRACTOR/COMPANY NAME

DocuSigned by:  
By: 61088 Swick  
Date: 5/20/2024 FE2108B0C3914B7...

NAME AND ADDRESS OF CONTRACTOR:

WRA, Inc. c/o Matt Richmond  
5341 Old Redwood Hwy, Ste. 310,  
Petaluma, CA 94954

COUNTY OF MENDOCINO

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 06/04/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 06/04/2024

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: Antle  
Deputy 06/04/2024

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 05/17/2024

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:

By: Maureen Mulheren  
COUNTY COUNSEL

Date: 05/17/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Swick  
Deputy CEO or Designee

Date: 05/17/2024

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 overpays 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: Julia Krog, Director

To CONTRACTOR: WRA, Inc.  
5341 Old Redwood Hwy, Ste 310  
Petaluma, CA 94954  
Attn: Matt Richmond

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 coastal biological resources/habitats & natural resources report and consulting shall not exceed \$200,000 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:

#### **Task 1 – Biological Resources Survey Report**

##### **Task 1.1 – Literature and Database Review**

WRA will review the California Coastal Commission (CCC) Local Coastal Program (LCP) Update Guide and Tips/Best Practices for Processing LCP Amendments to ensure that the Biological Resources Survey (BRS) report for the LCP update addresses pertinent information necessary for this stage of the update process. WRA will also review the current LCP to identify gaps and deficiencies from known and emerging issues related to biological resources. As the LCP is a document based on the California Coastal Act, review of recent LCPs from other regions of the state may also be reviewed, if deemed important, to capture emerging statewide issues and ensure the County's LCP also incorporates such issues. WRA will review the County General Plan to provide consistency amongst County documents, as the LCP is an element of the General Plan. WRA will review publicly available biological databases that contain reputable, science-based data, commonly used by regulatory agencies and other scientific entities, to acquire data that will inform the BRS report and maps.

*The estimated time to complete this task is 10 days of work and will be conducted during the initial stages of the full timeframe.*

##### **Task 1.2 – Draft BRS Report**

WRA will deliver a comprehensive BRS report, providing critical insights into existing biological conditions within the County's coastal zone. Through detailed assessments and strategic recommendations, this Report will aid in the formulation of policies and practices that promote the preservation and responsible management of sensitive resources in the coastal zone. To provide the baseline conditions of biological resources, WRA will compile data from a variety of sources, including biological resource databases, and existing guidance documents. Most databases to be used are described under Task 2. Additional database sets or resources to be referenced include (but not limited to):

- Mendocino County General Plan
- CDFW Biological Information and Observation System (BIOS)
- CDFW VegCamp California Natural Communities List
- CDFW VegCamp or CNPS Vegetation Reports of County areas
- CNPS A Manual of California Vegetation, Online Edition
- California Invasive Species Council (Cal-IPC)
- Jepson Flora Project (eFlora)
- Preliminary Descriptions of Terrestrial Natural Communities of California
- Consortium of California Herbaria (CCH)
- eBird Online Database
- USFWS Recovery Plans and Critical Habitat Reports
- Eco Atlas

The Report will begin with contextual information including a description of the coastal zone and its habitats, a discussion of the environmental setting, a summary of the regulatory setting, and the methodology used to obtain data. Following these sections, the Report will provide a comprehensive overview of terrestrial land cover types, drawing from a robust array of authoritative vegetation mapping efforts such as U.S. Forest Service CalVEG, and more locally-focused resources, including CNPS 2020 Point Arena-Stornetta Unit of the California Coastal National Monument Vegetation Sampling and Mapping Report, and CDFW 2019 Mendocino Cypress and Related Vegetation Classification and Mapping report. WRA staff is also aware of current vegetation mapping efforts in the coastal zone being conducted by CNPS and will contact CNPS Vegetation Program and CDFW VegCAMP staff to request any unpublished data that may be available. Aquatic and marine resources identified under Task 2 will be discussed, including a description of each type and the general geographic setting. Existing Habitats and Resources or Natural Environment types identified in the current LCP will also be described and updated with most up to date scientific information regarding the distribution, changes since mapped, and quality of those areas. Additionally, land cover types considered sensitive by CDFW that are known or have the potential to occur in the County coastal zone will also be identified and discussed. A crosswalk table will be included that can assist in determining the potential for these more specific alliance level communities to occur in the more generalized CalVeg communities.

Using the CDFW California Wildlife Habitat Relationships (CWHR) database, CDFW BIOS, CDFW California Natural Diversity Database (CNDDDB), and USFWS Information Planning and Consultation database, wildlife species known to occur in the coastal zone of the County will be identified and discussed, with an emphasis on the special-status species.

Using above mentioned databases and those listed under Task 2, common and special-status plant species documented in the coastal zone will be identified and discussed, with an emphasis on special-status species. Two crosswalk tables will be produced for the Report. One table will include all special-status species that have been documented in the coastal zone and identify each of the land cover types they have the potential to occur in. The second table will include all the land cover types and identify which special-status species has the potential to occur within that habitat. Based on WRA's experience in conducting biological assessments in the County coastal zone, and on the differences of ESHA sensitivity to disturbance, a table will be included identifying ESHA types and recommended buffers. Buffers will be determined utilizing primary literature, and subsequently more specifically tailored to individual ESHA types. Where feasible, avoidance and mitigation measures for sensitive land cover types will be based on primary literature and/or local biologist expertise. Measures will address landscaping, vegetation clearance for fire protection purposes, protection to avoid or minimize removal of native tree species of special concern, invasive species, and resource-dependent or other allowed uses in land cover ESHA, including mitigation ratios for unavoidable loss of ESHA. As part of the discussion for avoidance and mitigation, CDFW Areas of Concern (ACE) database will be referenced to highlight areas in the coastal zone identified by CDFW as

areas of conservation and areas of climate change resilience.

In addition to the information mentioned above, the Report will also include:

- Photograph Appendix of sensitive land cover types and special-status species
- Bibliography/References

All information produced will be provided to the County in preferred digital and/or hard copy format.

*The estimated time to complete the draft report is four months; this timeline includes meetings with agency and stakeholders and County review time.*

### **Task 1.3 – Agency/Stakeholder Meetings**

WRA will utilize their relationships with local regulatory agencies and Non-Government Organization (NGO) stakeholders to leverage invaluable partnerships and pinpoint any additional sensitive biological resources deemed important for inclusion in the Report and formulate avoidance strategies or robust mitigation measures to minimize potential impacts on these resources. WRA anticipates key stakeholders to meet with include CDFW, CNPS, CCC, and USFWS to discuss the following topics:

- CDFW: Bishop pine forest, coastal prairies, appropriate mitigation, reporting standards for thorough review, CDFW Natural Communities particularly sensitive for coastal Mendocino, protocols for commonly encountered special-status wildlife species avoidance
- CNPS: Bishop pine forest, coastal prairies, appropriate mitigation for sensitive vegetation or plants
- CCC: appropriate setbacks for ESHA, minimum reporting standards, appropriate mitigation, mitigation consistency
- USFWS: Point Arena Mountain beaver, California red-legged frog
- Potential additional stakeholders include CalFire or others identified through discussions with the County. WRA will schedule a minimum of one meeting with each of the four identified groups to actively obtain valuable insights and recommendations regarding the identification and protection of sensitive biological resources. If deemed more efficient or necessary to expand the number of stakeholders contacted, email communication may also be utilized. The information obtained from these collaborative sessions will be integrated into the Report, providing the opportunity to engage stakeholders and their suggested solutions to protect sensitive coastal biological resources.

*The estimated time to complete this task is dependent on the availability of agency/stakeholder staff. Ideally, this task can be completed in four weeks following initiation of BRS report but ultimately will be dictated by the agency's availability.*

### **Task 1.4 – Edits and Final Report**

County staff shall provide a thorough review of the report within four weeks of receipt. Following that review and receipt of consolidated comments, WRA will prepare a revised final draft report which will be presented to the County Planning Commission and Board of Supervisors. Following the review and public comments at the County presentations, WRA will update the report to incorporate any necessary changes.

*The estimated time to complete the final draft of the BRS report task is two weeks, upon receipt of County edits. The estimated timeline to complete the final BRS report is three months following the County presentations and public comment.*

### **Task 1 Deliverables**

- Preliminary Draft Biological Resources/Survey Report
- Final Biological Resources/Survey Report

### **Task 2 – Mapping**

#### **Task 2.1 – Draft Habitat and Natural Resources Mapping**

Updated habitat and natural resources maps and spatial data will play a critical role in other components of this effort as well as the longer-term LCP update efforts. This task will include preliminary mapping of vegetation communities, soils, wildlife habitats, occurrences of special-status species, areas of potentially suitable habitat for special-status species, pygmy forest resources, rivers and streams, marine, estuarine/brackish and freshwater habitats, wetland, riparian and sensitive wooded habitats (e.g., old growth redwood forests), and other areas that may be considered ESHAs based on desktop analysis of high-resolution, current aerial photographs and other published datasets. Detailed below, WRA will take the following approach for this task:

Audit and assessment of existing spatial datasets and map products:

- Design, configuration, and deployment of new
- geodatabase to contain updated spatial datasets
- Spatial dataset population, updates, and creation
- Creation of automated map production workflow
- and generation of updated thematic map sets

Audit and assessment of existing spatial datasets and map products:

- WRA's GIS team will work with County Staff to gather and obtain spatial data and map assets that currently exist. Assessing these resources and determining datasets that can be reused, updated, or that need to be recreated. WRA will evaluate the maps in the existing LCP and create a master list of maps that will need to be updated or created.

Design, configuration, and deployment of new geodatabase to contain updated spatial datasets:

- WRA will use the findings of the assessment and audit to design an updated geodatabase and dataset schemas. The database will serve as the master repository for all datasets that will be used for the mapping update effort. At the end of the project, WRA will deliver this finalized geodatabase to the County for use in the County GIS ArcMap.



Spatial dataset population, updates, and creation:

- WRA will load and populate spatial data into the master geodatabase. These datasets will include thematic categories such as vegetation communities, wildlife habitat, documented occurrences of special-status species, areas of potential occurrences of special-status species, ESHA as described in the LCP and identified in the biology resources survey report. The datasets will cover the geographic extent of the County coastal zone. Example data sources include but not be limited to the following:

Vegetation communities and aquatic resources:

- CalVeg and Cal Fire FVEG
- CDFW and CNPS vegetation maps available in BIOS
- National Wetland Inventory (NWI) and National Hydrology Dataset
- California Aquatic Resources Inventory (CARI)
- Eco Atlas

Wildlife Habitat:

- CWHR database
- Wildlife Connectivity database
- USFWS Critical Habitat
- Endangered Species Habitat Range Data (i.e., Point Arena Mountain Beaver, California Red Legged Frog)
- NMFS

Special-Status Species Occurrences:

- CDFW CNDDDB/Rare Find
- California Consortium of Herbaria
- CNPS Rare Plant Inventory

Areas of Potential Occurrences of Special-Status Species:

- CWHR database
- CDFW CNDDDB/Rare Find

ESHA:

- Existing County Habitats and Resources or Natural Environment maps
- Soil Survey Geographic Database (SSURGO) for Soil Survey of Mendocino County, Western Part
- USGS quadrangles
- Applicable above-mentioned databases
- 30 Years of Mendocino County ESHA Mapping Completed by WRA

While these publicly available datasets are generally high quality and well maintained, they will likely not represent all the resources which need to be included in the effort. In these situations, WRA will update, re-create, or otherwise generate new datasets using methods including digitizing existing historic LCP maps and desktop mapping from recent aerial photos based on the feedback and outcome of the stakeholder meetings. WRA will also reach out to previous partners working with Marin County Planning under their LCP update process as well as the Permit Sonoma Planning team and their recent Sonoma County LCP update.

Creation of automated map production workflow and generation of updated thematic map

sets:

WRA will generate a map production workflow to generate a standardized set of maps that covers the project extent. This workflow will allow for the efficient production of map sets that display different thematic data. We will use Esri ArcGIS Pro for this process. We will work with County staff to develop appropriate map layouts to ensure a consistent look and feel of map products. WRA will package and share any map documents and files used for this process to allow the County to make updates on their own in the future as necessary. We will deliver these files in Esri ArcGIS Pro Map Package format (.mpkx) unless otherwise specified by the County.

*The estimated time to complete the draft maps and geodatabase will vary depending on the quality and comprehensiveness of existing data and field-based accuracy assessments. If manual data creation and updates are required, this will increase the duration of time necessary to complete the task. It is likely that the task will require some combination of existing data and new data creation. Ideally the draft maps and geodatabase can be completed in one month upon approval of the contract.*

### **Task 2.2 – Edits and Final Products**

Under this task, WRA will provide geospatial data to interested agency/stakeholder staff for review, including County staff. Edits/suggestions will be discussed with the County and final geodatabase/maps will be produced following consultation with the County.

*The estimated time to complete this task depends on response time and level of edits needing to be discussed. WRA estimates approximately 4 weeks for review. Following review time, WRA estimates two weeks to address edits and create final draft products that will be presented at the County Planning Commission and Board of Supervisors meeting. The estimated timeline to complete the final database and maps is three months following the County presentations and public comment.*

### **Task 2.3 – Map Field Accuracy Assessments**

Local WRA staff in the County will conduct accuracy assessments of the spatial extent of sensitive biological resources depicted in the geodatabase and draft maps. This will include visiting locations with public access that may require a refined assessment of important biological resources (e.g. extent of pygmy vegetation). These areas will be identified during the mapping effort.

*The estimated time to complete this task is five days following completion of the draft geodatabase.*

### **Task 2 Deliverables**

- Consultant to provide map package
  - including hard copy mapping in editable PDF format
- shape files data collected during the biological resources assessment survey for future use by the County of Mendocino.

### **Task 3 – Recommendation for Habitat Resources**

#### **Task 3.1 – Draft Technical Memorandum on Preliminary Policy for Habitat Resources**

To support the County in formulating robust policies for the protection of coastal resources, WRA and Rincon will collaborate to produce a technical memorandum. This memo will comprehensively outline proposed updates to current LCP policies and suggest new policies. WRA and Rincon will review the current policies for Section 3.1 Habitats and Natural Resources in the Coastal Element of the County General Plan to develop policy update recommendations that reflect the County's recent biological findings and related historic as well as proposed coastal policy implementation practices. This review will consider the latest findings of the biological survey/assessment to determine which biological resources would be potentially directly or indirectly impacted by proposed development within the coastal zone. WRA and Rincon will also use the findings of the biological survey/assessment to develop new policies that will help the County better protect and manage its biological resources. To ensure clarity and accessibility, the document will draw from various resources, including the biological resources report, insights gathered from stakeholder meetings, and key CCC documents. These may include the CCC Statewide Interpretive Guidelines for Wetland and Other Wetland Environmentally Sensitive Habitat Areas (CCC 1981), the CCC LCP Update Guide (CCC 2013), and CCC procedural guidance documents. Additionally, WRA may reference other LCPs, such as those of Humboldt, Sonoma, and Marin Counties, to enrich the language and content of the proposed policies.

WRA recommendations will be grounded in a thorough assessment of existing and potential future impacts, as well as the quality, significance, and current conditions of biological resources. All proposed policies will align with the guidelines set forth by the CCC for LCPs. WRA's primary goal will be to deliver a set of policies that aligns with the County's existing and desired biological conditions. The technical memo will include a concise paragraph detailing ESHA, encompassing both presently identified areas and any additional ones. This section should outline current issues and potential future challenges associated with these areas, forming the basis for our new and updated policies. Inclusive of this will be a discussion and analysis of potential opportunities for restoration or enhancement, encompassing aspects such as public access/trails and mitigation banking.

*The estimated timeline for the draft memo is four months; this timeline includes meetings with agency staff, local stakeholders, and County review. Timing will depend upon completion of the BRS report and maps as these products will inform the technical memo.*

#### **Task 3.2 – Agency/Stakeholder Meetings**

WRA will facilitate comprehensive discussions to address policy concerns and enact impactful changes to the LCP, with a minimum of meeting one time with each of the stakeholders listed below. This process aims to yield informed recommendations that prioritize enhancement of existing policies or the development of new, responsive policies conducive to addressing contemporary and future challenges effectively.

Meetings will be in the format best suited to the stakeholder groups, such as virtual. If

necessary, additional information can be gathered by alternative means of communication. Topics to be discussed are listed below and all will include the topic of appropriate buffers and allowable uses within buffers:

- CNPS: Bishop pine management, landscape scale protection, minimum standards for seasonally appropriate surveys, identify areas of high quality that would receive higher scrutiny during the Coastal Development Permit (CDP) process and areas of low quality, development in ESHA, defensible space in ESHA.
- CCC: streamline CDP process using a screening process, Categorical Exemptions or waivers for specific activities near ESHA.
- USFWS: identify areas of high quality that would receive higher scrutiny during the CDP process and areas of low quality, defensible space in wildlife habitat.
- CDFW: survey reporting requirements, mitigation policies that minimize compensatory and maximize avoidance, identify areas of high quality that would receive higher scrutiny during the CDP process, development in ESHA, minimum standards for seasonally appropriate surveys, Bishop pine management, defensible space in ESHA.
- Public outreach meetings regarding findings on the technical memo are incorporated under Task 4.1 below.

*The estimated time to complete this task is dependent on the availability of agency/stakeholder staff. Ideally, this task can be completed in four weeks but ultimately will be dictated by the agency's availability.*

### **Task 3.3 – Edits and Final Product**

WRA is committed to a collaborative process, actively engaging with County staff to facilitate a thorough examination of the report. WRA will make every effort to ensure that the document incorporates all essential information required for a comprehensive update of the LCP. Following completion of review, WRA will prepare a revised final draft memo which will be presented to the County Planning Commission and Board of Supervisors. Following the review and public comments at the County presentations, WRA will update the memo to incorporate necessary changes.

*The estimated time to complete the final draft is two weeks, upon receipt of County edits. The estimated timeline to complete the final memo is three months following the County presentations and public comment.*

### **Task 3 Deliverables**

- Preliminary Policy Document for Habitat Resources – Technical Memorandum
- Final Policy Document for Habitat Resources

### **Task 4 – Meeting Attendance**

#### **Task 4.1 – County Update, Planning Commission, Board of Supervisors and Public Outreach Meetings**

Under this task, quarterly virtual meetings with County staff will be held to discuss progress on the LCP biology update tasks. Each meeting is estimated to take one hour. Preparation for the meeting is also included under this task. This task also includes WRA



attendance at three County-led public outreach meetings where WRA staff will be available to field questions and comments from the public or other stakeholders on any of the work products. These meetings will include the Principal-in-Charge (PIC) Matt Richmond, the Project Manager (PM) Rhiannon Korhummel, and at least one other technical staff member and sub consultant Rincon, as necessary.

*The estimated timeline for public outreach for the technical memo is four months. County update meetings will be conducted at least quarterly for the duration of the project.*

#### **Task 4.2 – County Planning Commission Presentation/ Meeting (2)**

This task involves two clear and effective presentations/meetings before the County Planning Commission, with in-person attendance from the Matt Richmond, PIC and Rhiannon Korhummel, project PM to present the findings of the studies and respond to any County or public questions or comments on the findings. In addition to the presentation, this task encompasses proactive engagement with the Planning Commission. Prior to the presentation, WRA will gather relevant information and insights from the Planning Commission to tailor our presentation to their specific needs and concerns, ensuring a more informed and effective engagement. This comprehensive approach includes both preparation for the presentation and the collaborative exchange of information with the Planning Commission.

*The estimated time for this task is three days to prepare the presentation and one day for travel (per meeting) and presentation. Based on the current timeline, WRA anticipates an October 2024 presentation.*

#### **Task 4.3 – County Board of Supervisors Presentation/ Meeting (2)**

Within this task, we will conduct two in-person presentations/meetings before the County Board of Supervisors, attended by Matt Richmond, and Rhiannon Korhummel, to present the findings of the studies and to respond to any County or public questions or comments on the findings. The preparatory phase for this presentation is also encompassed within the task. Building on the insights and information gathered during Task 4.2's engagement with the Planning Commission, we will incorporate valuable feedback and address specific concerns highlighted during that presentation. This iterative process ensures that our presentation to the County Board of Supervisors is refined, responsive, and tailored to the evolving needs and perspectives identified during our engagement with the Planning Commission.

*The estimated time for this task is one day to prepare the presentation and one day for travel (per meeting) and presentation. Based on the current timeline, WRA anticipates the month of January 2025 to present to the County Board of Supervisors.*

#### **Task 4.4 – Project Management**

This task encompasses essential project management activities required for maintaining the context, budget, and timeline of the overall project. In addition to facilitating informative meetings or other

communications with County staff, this task addresses any unforeseen challenges or tasks that may arise during the completion of the aforementioned tasks.

### **Assumptions**

- The information provided on the updated maps will be based extensively on existing data from publicly accessible resources.
- The County will provide all existing spatial relevant datasets and maps pertaining to this effort.
- The County will assist the consultant with developing a master list of maps that need to be updated and created for the final deliverable.
- LCP Policies to be reviewed and updated will be solely from Section 3.1 Habitat and Natural Resources in the Coastal Element of the Mendocino County General Plan.
- Regular meetings with the County will be held virtually while the Planning Commission and Board of Supervisors meetings will be in-person.
- WRA will coordinate virtual meetings with local agency staff; public meetings for public comment will be led and facilitated by the County and attended by WRA.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

CONTRACTOR shall submit invoices for services, monthly, detailing the dates and services per task provided. Billable rates and expected number of hours per task are delineated below. Exact task hours are subject to change. 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 #	Task Description	Principal Ecologist	GIS Professional II	Senior Associate / GIS Manager	Senior Associate Plant Biologist	Senior Scientist	Senior Associate	Scientist	GIS Professional	Environmental Planner II	WRA Cost by Task	WRA Direct Expenses	Sub-Contractor	Totals
1	<b>Biology Report</b>													
1.1	Literature & Database Review		8			8					\$ 3,128.00			\$ 3,128.00
1.2	Draft BRS Report	10	4		16	40	56	80	40		\$ 48,884.00			\$ 48,884.00
1.3	Agency/Stakeholder Meetings	8				8					\$ 3,640.00			\$ 3,640.00
1.4	Edits & Final Report					10	8		16		\$ 6,610.00			\$ 6,610.00
2	<b>Mapping</b>													
2.1	Draft Habitats & Natural Resources Mapping	8	40	10	8	16	8		80		\$ 33,220.00		\$ 4,705.00	\$ 37,925.00
2.2	Edits & Final Products	5	24			10			32		\$ 13,636.00			\$ 13,636.00
2.3	Map Field Accuracy Assessment		5			40					\$ 8,570.00	\$ 432.00		\$ 9,002.00
3	<b>Preliminary Policy Technical Memo</b>													
	Draft Technical Memo on Prelim Policy for													
3.1	Habitat Resources	8			10	48	16				\$ 17,212.00		\$ 10,980.00	\$ 28,192.00
3.2	Agency/Stakeholder Meetings	8				8					\$ 3,640.00			\$ 3,640.00
3.3	Edits & Final Report	2				16	16				\$ 7,428.00			\$ 7,428.00
4	<b>Meeting Attendance</b>													
4.1	County Update & Public Outreach	16				16				16	\$ 10,304.00		\$ 4,488.00	\$ 14,792.00
4.2	County Planning Commission Presentation	12	8			12					\$ 7,076.00	\$ 346.00		\$ 7,422.00
4.3	County BOS Presentation	8	4			8					\$ 4,448.00	\$ 346.00		\$ 4,794.00
4.4	Project Management	10				20					\$ 6,440.00			\$ 6,440.00
	<b>Total Labor Hours</b>	95	93	10	34	260	104	80	168	16				
	<b>Incidentals</b>										\$		4,467.00	\$ 4,467.00
	<b>Total Costs</b>	\$ 25,270.00	\$ 18,786.00	\$ 2,420.00	\$ 7,276.00	\$ 49,140.00	\$ 25,168.00	\$ 13,920.00	\$ 29,232.00	\$ 3,024.00	\$ 174,236.00	\$ 1,124.00	\$ 20,173.00	\$ 200,000.00

[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)