

**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 environmental impact review and report for the Local Coastal Program update; 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, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred and ninety nine thousand, two hundred and eighty three dollars and seventy-five cents (\$299,283.75) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Krog
DEPARTMENT HEAD

Date: 7/9/2025

Budgeted: Yes No

Budget Unit: 2851

Line Item: 862189 PBLCP

Org/Object Code: PB-862189 PBLCP

Grant: Yes No

Grant No.: LCP-22-06

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arap
Deputy 07/29/2025

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: Arap
Deputy 07/29/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/07/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 7-9-25

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:

By: [Signature]
COUNTY COUNSEL

Date: 07/07/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 07/07/2025

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: Director, Julia Krog

To CONTRACTOR: EMC Planning Group, Inc.
601 Abrego St.,
Monterey, CA 93940
Attn: Principal Planner, Stuart Poulter, AICP, MCRP

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 environmental impact review and report for the Local Coastal Program update shall not exceed \$299,283.75 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

Task 1 Project Management

EMC Planning Group will provide ongoing project management throughout the process, including coordination with County staff, and outside responsible and/or regulatory agencies. Project team meetings between County staff, and/or other agencies (e.g., Coastal Commission, other County departments, Mendocino Climate Action Advisory Committee, County Citizen Advisory Committees, etc.) will occur as needed during the project review process, ad per County staff guidance.

EMC Planning Group will prepare for, and attend, all meetings with County staff and other agencies, as well as prepare meeting agendas and minutes for County review. This scope of work assumes attendance at up to twenty-four (24) monthly (virtual) one-hour check-in meetings with County staff and no more than eight (8) one-hour virtual meetings with responsible/trustee agencies (for a total of 32 project management/consultation meetings).

Project management includes ongoing oversight to ensure the project is on schedule and within budget. EMC Planning Group staff will meet one morning, weekly, to discuss company-wide project priorities for the following several weeks. Individual team meetings are held on a regular basis to discuss process, issues, and schedule. Time spent on projects is kept in real time using Deltek Ajera software, so that at any time, project managers can check the status of the work conducted and confirm remaining project budget.

Task 2 Project Kick-Off Meeting

EMC Planning Group staff (Principal-in-Charge and Project Manager) will attend a project (virtual) kick-off meeting with County staff. The purpose is to further articulate the project description and project schedule, and to discuss other topics including communications protocols, key environmental issues, public controversy, potential project alternatives, etc.

Task 3 Review of County Coastal Planning Documents and Technical Studies

Existing Document Review

EMC Planning Group will review and incorporate findings from the following in-progress background technical studies with the firms preparing each study in parentheses:

- Visual Resources, Special Communities, and Archaeological Resources Analysis (EMC Planning Group)
- Coastal Groundwater Study (Larry Walker Associates, Inc./Todd Groundwater)
- State Route 1 Highway Capacity Study (TJKM)
- Biological Resources/Habitats and Natural Resources (WRA, Inc./Rincon Consultants)
- Sea Level Rise Resiliency Strategy (Environmental Science Associates)

EMC Planning Group will also review the County's General Plan/General Plan EIR and Zoning Code and the County's adopted Coastal Element, and other relevant documents required for the analysis for each respective environmental topic to be addressed in the CEQA review process.

Task 4 Preparation of CEQA Noticing

EMC Planning Group will prepare the Notice of Completion (NOC), Notice of Availability (NOA) and Notice of Determination (NOD) at the appropriate timeframe.

EMC Planning Group will coordinate with County staff for mailing the CEQA Notices to public agencies and filing any documents with the Mendocino County Clerk's office. All CEQA notices will be provided in electronic (PDF) format for the County's use and distribution as appropriate.

Note: preparation and distribution of the Notice of Preparation (NOP) is addressed under a separate task (see Task 5.3).

Task 5 Initial Study and Notice of Preparation

Per direction from County staff, the initial study will serve as a tool to determine what significant environmental factors need to be studied in greater detail under the EIR and which environmental factors may not be significant or potentially significant. The initial study will accompany the Notice of Preparation (NOP).

Task 5.1 Draft Initial Study

EMC Planning Group will prepare the draft initial study and provide an electronic (PDF) version to the County for review and comment. The initial study will describe the topics to be analyzed in the EIR and address all environmental topics included in the CEQA Guidelines Appendix G Environmental Checklist. The initial study will accomplish two things: identify environmental issues that will be addressed in further detail in the EIR and adequately address the remaining initial study topics. This approach will help to focus the EIR on just those environmental issues that are most relevant to the proposed project.

Task 5.2 Final Initial Study

EMC Planning Group will incorporate any and all comments from the County on the draft initial study into the final initial study.

Task 5.3 Notice of Preparation

In conjunction with preparation of the initial study, EMC Planning Group will prepare the notice of preparation (NOP) that will be released for a 30-day scoping period prior to preparation of the EIR to solicit feedback from public agencies on the scope and content of the EIR in accordance with CEQA Guidelines Section 15082. A draft NOP will be sent to the County for review and comment. EMC Planning Group will incorporate any and all comments into the final NOP, which will be provided to the County. The initial study will be included as an attachment to the NOP.

County staff will post the NOP with the County Clerk, publish a copy of the NOP in a local newspaper, and send copies to those on the County's distribution list. County staff will also submit the NOP to the State Clearinghouse (SCH) through its online CEQA submittal portal (CEQASubmit).

Task 5.4 Scoping Meeting

This task includes EMC Planning Group's in-person attendance at one (1) scoping meeting, ideally near the end of the 30-day NOP scoping period. The budget for this task assumes the scoping meeting will be no longer than four (4) hours. EMC Planning Group will coordinate with, and prepare on behalf of, County staff regarding the materials needed for the scoping meeting including meeting agenda and a brief presentation on the CEQA process. In addition, EMC Planning Group will track detailed verbal and written comments as needed to ensure they are addressed them in the EIR.

Task 6 Administrative Draft EIR

EMC Planning Group will review all responses to the NOP to ensure that all relevant concerns raised are addressed in the administrative draft EIR (ADEIR). EMC Planning Group will communicate with local, regional, state, and federal agencies to ensure that relevant issues raised by commenting agencies are addressed in the ADEIR.

The ADEIR will include tables and exhibits for ease of data presentation. All impact topics will include a description of the existing conditions, potential project impacts, thresholds of significance, significance determinations, and identification of mitigation measures, as necessary.

EMC Planning Group will prepare the ADEIR based on the scope of topics summarized below. Note that some of the issues discussed below may be adequately addressed in the initial study and, therefore, would not require additional analysis in the EIR.

- A. Introduction
The introduction will address the purpose for preparing the EIR, the analysis methodology, the EIR process, and terminology.
- B. Executive Summary
CEQA Guidelines Section 15123 requires an EIR to contain a brief summary of the proposed project and its consequences. This executive summary section includes all subject matter required by Section 15123.
- C. Environmental Setting
This section will include a discussion of the existing, physical environmental setting at the project site.
- D. Project Description
Consistent with CEQA Guidelines Section 15124, this section will include a summary of the proposed LCP amendments and will include the following: 1) a list of objectives of the project summarizing the underlying purpose of the project

that can later be used to devise required alternatives; 2) a description of the regional and location and boundaries of the proposed project; 3) a general description of the project's technical and environmental characteristics; 4) a statement briefly describing the intended uses of the EIR and a list of related environmental review and consultation requirements required by federal, state or local laws, regulations or policies; and 5) supporting illustrative graphics. The proposed LCP amendments would be incorporated as an appendix.

E. Intended Uses of the EIR

This statement will include a list of the agencies that are expected to use the EIR in their decision making; a list of approvals required to implement the project; and a list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies.

F. Aesthetics (Visual Resources)

EMC Planning Group will evaluate the LCP Update's potential to have a substantial visual impact and/or substantially degrade the visual character of the Coastal Zone of the County. This section of the EIR will include a description of views that are available from applicable viewsheds and scenic resources throughout the County's Coastal Zone and State Route 1 and then evaluate the visual effects of the LCP Update on scenic viewsheds and visual resources. Additionally, this section of the EIR will determine if the LCP Update would result in development that may create new sources of substantial light or glare that would adversely affect day or nighttime views in the area.

The EIR section will then identify visual resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

G. Agriculture and Forestry Resources

The Coastal Act includes provisions to protect and enhance coastal resources and land uses, including agriculture. Strong protection of agricultural lands and the agricultural economy in the coastal zone is mandated by the Coastal Act. These protections include requiring that prime agricultural lands be maintained in agricultural production, restricting the conversion of agricultural lands to other land uses, conserving agricultural soils, and promoting long-term agricultural productivity. In 2017, the County of Mendocino completed an update to its *Sustainable Agricultural Lands Strategy* which identifies threats to agricultural lands within the County and strategies or approaches for ensuring sustainable agricultural use into the future. This document, along with other publicly accessible statewide farmland mapping from the California Department of Conservation, will serve as a reference and data source for updates to the Agricultural Element of the LCP. This section of the EIR would address whether the LCP Update would convert lands within the County's Coastal Zone

designated by the state or county as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use; conflict with existing zoning for agricultural use, or a Williamson Act contract; or, involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use.

The Coastal Act also protects timberlands for timber production. The Coastal Act requirements do not overlap or conflict with timber harvesting practices regulated by the state. According to Section 3.3 of the current Coastal Element Land Use Plan, commercial timberland outside state parks covers 26 percent of the County's Coastal Zone. This section of the EIR would analyze whether the LCP Update would conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)); result in the loss of forest land or conversion of forest land to non-forest use; and/or, involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use.

The EIR section will then identify agricultural and forestry resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

H. Air Quality

This section of the EIR will address whether the development consistent with the LCP would conflict with or obstruct implementation of the applicable air quality plan, result in a cumulatively considerable net increase of any criteria pollutant, and/or create air pollutant concentrations that could create risk for public health. The project site is located in the North Coast Air Basin (air basin). The Mendocino County Air Quality Management District (air district) has jurisdictional authority within the air basin. Consequently, guidance from the air district will be used to evaluate potential project impacts.

As indicated in the County's responses to vendor inquiries, comprehensive updates to the LCP are planned, including to Chapter 3.9, Locating and Planning New Development. It is not clear whether the County intends that new growth in the form of residential and non-residential development will be accommodated as part of the update. If so, such growth would likely be a source of short- and long-term criteria air emissions. It is presumed that the focus of the LCP Update will be on identifying policies and actions that facilitate improved climate adaptation, resiliency, and greenhouse gas emissions reductions (e.g. afforestation/sequestration). Actions that result in physical environmental change

such as infrastructure projects, would most likely be a source only of short-term construction emissions.

LCP Update policies and actions that would reduce short- and long-term criteria emissions will be identified. Where notable gaps existing in these policies and actions, additional policies and actions will be recommended for inclusion in the LCP Update to further reduce emissions. This analysis will be programmatic in nature in that individual future projects that implement the LCP Update will likely require separate environmental review to be tiered off the LCP Update EIR to the extent feasible.

I. Biological Resources (Habitats and Natural Resources)

WRA Environmental Consultants has been contracted to prepare a Biological Resources Survey Report, participate in agency/stakeholder meetings, map habitat and natural resources, and to collaborate with Rincon Consultants to propose updates to the policies in Section 3.1, Habitats and Natural Resources.

Based on the documents and maps prepared by WRA, EMC Planning Group will prepare the biological resources section of the EIR, describing existing habitats and plant and animal species found in the coastal zone, and the occurrence of and/or potential for special-status species and their habitats. One or more figures will be prepared to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the project site. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible.

Note: Reconnaissance or focused surveys for specific plant and/or animal species are not included in this proposed scope of work. It is assumed that the Biological Resources Survey Report, mapping, and policy language prepare by WRA and Rincon will be adequate for use in the EIR.

J. Cultural Resources (Archaeological and Historical Built Resources)

This section of the EIR would utilize the EMC Planning Group-prepared Archaeological Resources Analysis Report, as well as the cultural resources record search results discussed above, to determine whether the LCP Update would cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5; cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5; and/or disturb any (Native American) human remains, including those interred outside of dedicated cemeteries.

The EIR section will then identify cultural resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

K. Energy

This section of the EIR will assess whether the energy needs of future development under the LCP update would be wasteful, inefficient, or unnecessary, or if it would conflict with a state or local plan for renewable energy or energy efficiency. This evaluation will be qualitative, as there are no quantified thresholds of significance against which project energy demand can be compared.

Given the LCP Update focus on climate resiliency and adaptation, is it assumed that the primary sources of energy demand will be from construction activities that implement physical resiliency and adaptation projects. To the extent that the LCP Update would enable new residential and non-residential development, energy demand would stem primarily from building energy use and from transportation fuel use.

If proposed, new development under the LCP update will be required to comply with uniformly applied regulations for energy efficiency and conservation, such as the California Building Energy Efficiency Standards (Title 24, Part 6) and the California Green Building Standards Code (CALGreen, Title 24, Part 11), which are designed to ensure energy efficiency in future development. These regulatory standards will be described in the EIR, as will any applicable LCP Update policies aimed at promoting energy conservation and efficiency.

L. Geology and Soils

The impact evaluation in this section of the EIR will address areas within the County's Coastal Zone that are susceptible to earthquakes, liquefaction, landslides, erosion, expansive soils, and may contain unique paleontological resources. The following tasks are proposed: review applicable responses to the NOP and information obtained from other public agencies; review publicly available soils, fault zone maps, geologic data and mapping for the County; review available paleontological resources records in existing reports, County planning documents, and paleontological databases; present the existing geologic and soils setting; discuss geologic, erosion, and paleontological impacts; and present mitigation measures as needed.

The EIR section will then identify geology and soils impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

M. Greenhouse Gas Emissions

This section of the EIR will evaluate whether implementation of the LCP Update would generate greenhouse gas (GHG) emissions, either directly or indirectly, that could result in a significant impact on the environment or conflict with an applicable plan, policy, or regulation adopted to reduce GHG emissions.

GHG impacts of land development projects can be found to be less than significant if such development is consistent with a qualified plan for reducing GHG emissions. To date, neither the air district nor the County have adopted a GHG reduction plan that might be referenced for the analysis. The air district has historically deferred to Bay Area Air Quality Management District (BAAQMD) guidelines for evaluating GHG impacts of individual projects located in Mendocino County. However, the LCP Update is a “plan” project. EMC Planning Group instead, would utilize guidance in the California Air Resources Board’s 2022 Scoping Plan, Appendix D, Local Actions, as a basis for assessing long-term operational GHG impacts of the LCP Update. Appendix D contains a range of actions which the California Air Resources Board recommends for implementation by local agencies for them to contribute their fair share towards supporting the state’s long-term GHG emissions reduction goals. Policies and actions in the LCP Update would be reviewed and compared to the Appendix D actions. New policies and/or actions would be proposed as mitigation where the LCP Update does not clearly demonstrate consistency with the Appendix D actions.

This analysis will be programmatic in nature in that individual future projects that implement the LCP Update will likely require separate environmental review to be tiered off the LCP Update EIR to the extent feasible.

BAAQMD’s guidance will be used to address construction GHG emissions effects, as the Scoping Plan Appendix D actions do not address such emissions. BAAQMD has determined that GHG emissions from construction represent a very small portion of a project’s lifetime GHG emissions and can be found to be less than significant. This analysis approach will be used in association with construction activities that would implement climate adaptation and resilience projects identified in the LCP Update.

N. Hazards and Hazardous Materials

Hazardous materials may have potential to affect the environment or human health. This section will analyze potential environmental impacts related to location of a project on a hazardous materials site; the routine transport, use, storage, or disposal of hazardous materials; the potential release of hazardous materials into the environment; and the potential to emit hazardous emissions or handle hazardous materials within one-quarter mile of a school.

This section will also take into account the LCP Update policies, actions, and development standards that are intended to minimize potential adverse environmental effects. Hazards issues related to emergency response, evacuation plans, and wildland fire risk will be cross-referenced in other EIR sections.

- O. **Hydrology and Water Quality**
This section will address whether the LCP Update would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality; erosion hazards; and flood hazard potential and risks. Utilizing in part the Coastal Groundwater Study being prepared by Larry Walker Associates and Todd Groundwater, this section will present potential groundwater supply impacts associated construction dewatering and recharge capabilities; present the increase in impervious surfaces; present LCP Update policies and programs to address the increase in run-off associated with the increase in impervious surfaces (if applicable); and identify impacts and present LCP Update policies and/or mitigation measures, if necessary.
- P. **Land Use and Planning**
This section will address potential impacts associated with land use compatibility and plan consistency as a result of implementation of programs proposed as part of LCP Update. More specifically, the section will evaluate potential impacts that the physical changes buildout of the LCP Update would have on existing land uses, short-term impacts associated with construction, impacts attributed to plan inconsistencies, and cumulative impacts related to land use issues. The land use policies included in the LCP Update are specifically intended to preserve and enhance the quality of County's Coastal Zone through appropriate land use planning. A detailed discussion of the Plan's consistency with applicable County General Plan policies, and the Coastal Element goals and policies.
- Q. **Mineral Resources**
This section will evaluate the potential for the LCP Update to result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state. Additionally, this section of the EIR would evaluate the potential for the LCP Update to result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.
- R. **Noise**
This section will evaluate the potential for the LCP Update to result in noise impacts on sensitive receptors. The impact analysis will be based upon buildout traffic projections for the LCP Update and standards established by the County. The noise analysis will be programmatic in nature and describes future development in accordance with implementation of the LCP Update. Development within the Coastal Zone may result in noise impacts, but LCP Update policy implementation

in the plan would help to mitigate such impacts (e.g., a noise report would be required with individual development projects within the County's Coastal Zone).

S. Population and Housing

This section will evaluate the potential for the LCP Update to result in substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). Additionally, this section will address whether the LCP Update will displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

T. Public Services (Fire, Police, Schools, Parks)

This section will address potential impacts associated with public services and facilities resulting from the implementation of programs and policies with the LCP Update. This section will identify applicable public services and the associated service providers for the County's Coastal Zone including fire protection, police protection, schools, parks, and other public facilities. This section would evaluate the potential impacts that may be associated with constructing additional public service facilities as a result of implementation of LCP Update policies and programs and present additional policies and/or mitigation measures, as necessary, if significant effects are identified.

U. Recreation (Shoreline Access and Visitor Serving Facilities)

This section will address the potential increase in demand for recreational facilities, including shoreline access and visitor serving facilities, that would result from implementation of the LCP Update, along with the impacts that would result from the construction of new facilities. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

V. Transportation

This section will present the findings of the State Route 1 Highway Capacity Study to be completed by TJKM for the LCP Update. The analysis is expected to focus on potential impacts to key roadways and intersections in the Coastal Zone

area of the County primarily along State Route 1 for both existing and future conditions associated with LCP Update. This section will include an assessment of the existing transportation system conditions and traffic safety in the Coastal Zone area of the County and an assessment of implementation of the LCP Update as well as the policies, development standards, and programs that are intended to minimize potential adverse environmental effects associated with its implementation.

W. Tribal Cultural Resources

This section of the EIR will address the potential for the proposed project to impact tribal cultural resources. The results of the County's AB 52 and SB 18 consultation with local tribal representatives (discussed further under Optional Task 1 below) will be presented in this section. Additionally, this section will rely upon tribal cultural information obtained as part of the Archaeological Resources Analysis completed by EMC Planning Group (discussed above under Cultural Resources) as well as information obtained from the NAHC Sacred Lands File Search and the Northwest Information Center records search result.

The section will present the anticipated project impacts to tribal cultural resources and determine their levels of significance, and include appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to tribal cultural resources as applicable and as agreed to between the County and any consulting tribal representatives. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

X. Utilities (Electric Power, Natural Gas, and Telecommunication Facilities)

The construction or expansion of utility facilities and/or infrastructure to accommodate the LCP Update may result in environmental impacts. This section of the EIR would address whether implementation of the LCP Update would require or result in the relocation or construction of new or expanded electric power, natural gas, or telecommunication facilities, and if so, evaluate the environmental impacts of the relocation and/or construction. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

Y. Solid Waste

This section of the EIR would address whether implementation of the LCP Update would generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Additionally, this section will address whether the project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

Z. Wastewater

This section of the EIR would address whether implementation of the LCP Update would require or result in the relocation or construction of new expanded wastewater treatment facilities where construction or operation of such facilities could result in environmental impacts. This section will also address whether the project would result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the projected demand in addition to the wastewater provider's existing commitments. Physical changes, if necessary, would be evaluated. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

AA. Water Supply

This section will present the findings of the Coastal Groundwater Study being prepared by Larry Walker Associates, Inc. and Todd Groundwater. This section will present the LCP Update's water demand and available water supply for the Coastal Zone areas of the County; identify if there are sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years; identify additional water supplies, if necessary; and present impacts and LCP Update policies and/or mitigation measures, as necessary.

BB. Wildfire

This section of the EIR will address whether implementation of the LCP Update will: substantially impair an adopted emergency response plan or emergency evacuation plan; due to slope, prevailing winds, and other factors, exacerbate

wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire; require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or d) expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

CC. Effects Found Not to Be Significant

This section will address environmental topics determined to result in less-than-significant impacts not requiring mitigation or topics where no impacts were identified in the initial study (addressed in Task 5). Topics to be covered in this section will likely only require minimal analysis. Others may be added when the initial study analysis is complete (addressed under Task 5).

DD. Alternatives

This section of the EIR will identify a reasonable range of alternatives to the preferred project that would avoid or substantially lessen any of the significant effects of the project. Analysis of four (4) alternatives, including a “plan-to-plan” analysis (comparison of the LCP Update to what is currently allowed in the currently adopted County Coastal Element) will be included as the No Project Alternative. Three (3) additional alternatives will be developed with County staff during preparation of the administrative draft EIR. The analysis will include identify whether each alternative meets the project objectives. Ideas for alternatives will be identified in collaboration with County staff based on the range of significant unavoidable and significant, but mitigable, impacts identified in the EIR. Options for alternatives will also be considered in light of the issues of controversy that may be raised by the community.

EE. Additional Required CEQA Topics

The additional CEQA topics to be addressed in the EIR include the following:

- Cumulative Impacts
- Significant and Unavoidable Impacts (if necessary)
- Significant Irreversible Environmental Changes (if necessary)
- Growth-Inducing Impacts

FF. Deliverables

One (1) PDF of the ADEIR will be provided to County staff for review and comment.

GG. Assumptions

County staff will provide all comments and edits on the ADEIR in one consolidated set of comments.

Task 7 Screencheck Draft EIR

Prior to production of the draft EIR, EMC Planning Group will review and incorporate all County comments on the administrative draft EIR and produce a “screencheck” draft EIR.

Deliverables

One (1) PDF of the screencheck draft EIR will be provided to County staff for review and comment.

Assumptions

County staff will provide all comments and edits on the screencheck DEIR in one consolidated set of comments.

Task 8 Draft EIR

EMC Planning Group will prepare a draft EIR, supported by technical studies and pertinent environmental review information. EMC Planning Group will review and incorporate all County comments on the screencheck draft EIR into the draft EIR. The draft EIR will be distributed by County staff to the State Clearinghouse (via CEQASubmit), local and regional agencies, and any interested member(s) of the public for review.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the draft EIR for posting on the County’s website. EMC Planning Group will coordinate with County staff for producing hardcopies of documents but a maximum of ten (10) hard copies of the draft EIR are included in the project budget.

Task 9 Administrative Final EIR

Upon completion of the 45-day public review period, EMC Planning Group will evaluate the comments received on the draft EIR and prepare written responses in consultation with County staff. EMC Planning Group will prepare an administrative final EIR, which will incorporate draft response to comments, and provide to the County.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the administrative final EIR.

Assumptions

Given the level of interest anticipated with the proposed project, the project budget accommodates responding to fifty (50) comment letters on the draft EIR. We would recommend that a special e- mail address be set-up to direct public comments directly to EMC Planning Group staff. This allows for the efficient and timely review and preparation of response to comments. This assumes that twenty (20) percent of the comment letters will come in the form of “template” comment letters from neighborhood groups,

environmental groups, pro and anti-housing groups, etc. If the level of effort needed to respond to comments exceeds that, a contract amendment may be required. Please also note that this scope and budget does not accommodate assisting County staff with responding to Public Records Act requests; however, if required, some contingency fee budget can be utilized for this purpose if needed.

Task 10 Final EIR

EMC Planning Group will prepare a final EIR consisting of revisions to the draft EIR, comments received on the draft EIR during the public review period, and responses to those comments, including any modifications to the document itself as a result of comments received during the public comment period. In conformance with CEQA Guidelines Section 15088, if the responses to comments make important changes in the information contained in the text of the draft EIR, EMC Planning Group will highlight the revisions directly in the text of the EIR.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the final EIR. EMC Planning Group will coordinate with County staff for producing hardcopies of documents but a maximum of ten (10) hard copies of the final EIR (five copies for Planning Commissioners; five copies for Board of Supervisors) are included in the project budget.

Task 11 CEQA Findings of Fact and Statement of Overriding Considerations

EMC Planning Group will prepare draft and final (PDF and/or Word) of the required CEQA findings of fact, and if necessary, a statement of overriding considerations, to be incorporated into the final County Council resolution approving the project.

Task 12 Public Meetings

EMC Planning Group Project Manager will attend and make presentations at the following public meetings:

Task 12.1 Two (2) Planning Commission Meetings (In-Person)

EMC Planning Group will attend two (2) in-person Planning Commission hearings to consider recommendations associated with certification of the EIR and approval of the proposed project. EMC Planning Group will provide a brief presentation at both meetings regarding the information, analysis, and findings contained in the EIR and take questions on the environmental analysis and CEQA process from Planning Commissioners.

Note: it assumed that both of these Planning Commission meetings will be held at the County Administration Center in Ukiah.

Task 12.2 Two (2) Board of Supervisors Meetings (In-Person)

EMC Planning Group will attend two (2) in-person County Board of Supervisors hearings to consider certification of the EIR and approval of the proposed project. EMC Planning Group will provide a brief presentation at both meetings regarding the information, analysis, and findings contained in the EIR and take questions on the environmental analysis and CEQA process from County Board members.

EXHIBIT B

PAYMENT TERMS

Contractor shall submit invoices for services to County, monthly, detailing the dates and services per task as described in Exhibit A – SCOPE OF WORK. Billable rates, estimated additional expenses, and approximate hours per staff per task are delineated below and shall not exceed contract amount of \$299,283.75. 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.

Staff	Hourly Rate
Senior Principal	\$295.00
Principal	\$275.00
Principal Planner	\$245.00
Senior Planner	\$225.00
Reg. Prof. Archaeologist	\$145.00
Principal Biologist	\$245.00
Associate Biologist	\$185.00
Desktop Publisher	\$175.00
Graphics	\$150.00
Production Manager	\$165.00
Admin./Production	\$125.00
Additional Expenses	Cost
Production/Printing Costs	\$1,000.00
Travel Costs (mileage, lodging, meals)	\$4,000.00
Postal Deliverables	\$200.00
Miscellaneous (CNDDDB Record Search)	\$25.00
Administrative Overhead 15%	\$783.75

Task		SR. Principal	Principal	Principal Planner	Senior Planner	Reg. Prof. Archeologist	Principal Biologist	Associate Biologist	Desktop Publisher	Graphics	Production Manager	Admin./Production	Totals Hours Per Task
1	Project Management	14	0	56	0	0	0	0	0	0	0	4	74
2	Project Kick-off Meeting (Virtual)	2	0	4	0	0	0	0	0	0	0	0	6
3	Review of County Coastal Planning Docs & Tech Studies	2	1	16	24	2	2	4	0	0	0	0	51
4	Prep of CEQA Noticing	1	0	16	4	0	0	0	0	0	1	0	22
5	Notice of Prep and Initial Study												
5.1	Draft Initial Study	6	0	12	20	2	1	0	1	6	1	0	49
5.2	Final Initial Study	2	0	8	10	1	0	0	0	2	1	0	24
5.3	Notice of Preparation	1	0	4	0	0	0	0	0	0	1	0	6
5.4	Scoping Meeting (In-Person)	1	0	14	0	0	0	0	1	0	0	1	17
6	Admin Draft EIR	40	4	150	251	23	8	33	9	25	8	4	555
7	Screencheck Draft EIR	4	0	14	26	1	2	6	1	1	2	1	58
8	Draft EIR	2	1	10	4	1	2	2	1	1	2	1	27
9	Administrative Final EIR	20	1	100	60	8	4	2	1	4	14	0	214
10	Final EIR	12	1	30	10	1	1	1	0	1	6	4	67
11	CEQA Finding of Fact & Statement of Overriding Considerations	2	1	18	0	0	0	0	0	0	1	0	22
12	Public Meetings												
12.1	Two Planning Commission Meetings (In-Person)	2	0	30	0	0	0	0	1	1	0	1	35
12.2	Two Board of Supervisors Meetings (In-Person)	2	0	30	0	0	0	0	1	1	0	1	35
12.3	One Coastal Commission Meeting (Virtual)	1	0	12	0	0	0	0	0	0	0	0	13
Approximate Total Hours per Staff		114	9	524	409	39	20	48	16	42	37	17	1275

[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