

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Michael Baker International, 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 Cannabis Overlay Exemption Development Services; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

The term of this Agreement shall be from October 3, 2017 through June 30, 2020 with the option to extend the Agreement up to two (2) additional one-year periods.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Forty Two Thousand Dollars (\$142,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

  
DEPARTMENT HEAD

9-27-17  
DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2851

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
JOHN McCOWEN, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

RISK MANAGER

By:   
ALAN D. FLORA, Risk Manager

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By:   
CARMEL J. ANGELO, Chief Executive Officer

**CONTRACTOR/COMPANY NAME**

**FOR CONTRACTOR'S SIGNATURE,  
PLEASE SEE PAGE 2A**

NAME AND ADDRESS OF CONTRACTOR:

Michael Baker International

2729 Prospect Park Dr. Ste 220

Rancho Cordova, CA 95670

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By:   
Deputy

**FISCAL REVIEW:**

By:   
Deputy CEO/Fiscal

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

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Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

## **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 manner, and pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

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:** CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court

costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies to the extent caused by a negligent act, error or omission in the Contractor's performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death to the extent caused by a negligent act, error or omission with the Contractor's performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise 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.
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.
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 agrees to provide to a private, not-for-profit, successor and if there is none then 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.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

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

Any reuse by City of such Documents and Materials on any project other than the project which is the subject of this Agreement without Contractor's prior written consent shall be at the sole risk of City and City agrees to indemnify and hold harmless Contractor from all costs, losses and expenses, including legal fees, incurred as a result of any such use or decision by City.

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  
860 North Bush Street  
Ukiah, CA 95482  
Attn: Nash Gonzalez

To CONTRACTOR: Michael Baker International  
2729 Prospect Park Dr. Ste 220  
Rancho Cordova, CA 95670  
ATTN: Paul Junker

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



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

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 prior written notice. 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 Cannabis Overlay Exemption Development Services shall not exceed \$142,000 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.
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. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
  - 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. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right.

CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. 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.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

#### **TASK 1: PROJECT INITIATION AND MANAGEMENT**

Establish a shared understanding of the County's initial goals and outline a work program to develop the County's cannabis zoning exemption process.

##### ***Task 1.1: Kickoff Meeting***

- Meet with County staff to discuss the County's general goals.
- Clearly define current County conditions of cannabis cultivation.
- Planning for the use and application of existing Cannabis Cultivation tools and programs.
- Discuss the impacts of the recently implemented permit streamlining process.
- Document the County's general understanding of the values and interests of the community.
- Confirm the Board of Supervisor's objectives for the proposed exemption process.
- Identify critical timelines.
- Research and discuss past lawsuit related to broad accommodation of growers.
- Determine role and membership of a Cannabis Regulations Working Group comprised of County staff members and select stakeholders (to be identified by the County) that will help to establish cannabis cultivation regulations.
- Discuss and understand the intended function of County Municipal Code Sections 10A.17 and 20.242. Develop an understanding of how the regulations will restrict existing cultivation operations and discuss possible geographic and policy areas where the County may choose to reduce or eliminate specific regulatory restrictions applicable to cannabis cultivation.
- Identify resources and discuss process for mapping location and status of existing cultivation sites.
- Seek direction from the County regarding the scope and character of community outreach and the various methods for gathering input. Possible options for outreach include:
  - I. Community workshops
  - II. Planning Commission and/or Board of Supervisors study sessions
  - III. Focused stakeholder interviews
  - IV. Municipal Advisory Committee workshops
  - V. Digital media communications and forums.

### ***Task 1.1 Meetings***

- In-person meeting(s) between County staff and CONTRACTOR to be conducted within a single day at County offices

### ***Task 1.1 Deliverables/Outcomes***

- Identify the Cannabis Regulations Working Group
- Outline of community outreach program
- GIS base mapping approach (data provided by County)
- Refined project scope and schedule, including establishment of overlay exemptions and exceptions (as necessary)

### ***Task 1.2 Meetings***

- Schedule biweekly coordination calls with County staff and/or the working group

### ***Task 1.2 Deliverables***

- Coordination call meeting agenda and notes

## **TASK 2: COMMUNITY OUTREACH PROGRAM**

The CONTRACTOR will implement a community outreach program, as developed under Task 1.1, based on direction from the County. The program will run concurrently with the development of zoning exemption strategies and will evolve. The CONTRACTOR may, upon mutual agreement with County staff, perform the following:

- Focused stakeholder interviews. Perform three focused stakeholder interviews to engage industry representatives. The list of participants will be created with input from the County. Stakeholder interviews will take place on a single day.
- Community workshops. Facilitate up to four workshops in locations that will be considered for cannabis cultivation zones or other form of regulatory exemption. If a Municipal Advisory Council exists in the subject community, the MAC will be the forum for the workshop. Workshops will engage the public and solicit input to identify relevant community issues.
- Big Tent meetings/Study sessions with decision-makers. Hold two community forums at the County offices to review early iterations of draft regulations with all interested parties. Workshops will inform the community and decision makers and solicit input to further refine draft regulations. These study sessions are in addition to the workshops and adoption hearings identified in Task 6.1.

Additional outreach methods can be used to supplement the above recommendations and may include:

- Creation of a website that can include project information and updates, online opportunities to provide feedback, and/or interactive forums.
- Email blasts and social media updates to advertise events, provide progress updates, and encourage participation in the outreach process.

The CONTRACTOR will plan, prepare for, and facilitate the outreach events, including execution of the following implementation strategies.

- Prepare a facilitation plan that outlines the purpose of the outreach event, the proposed agenda, planned activities, staff roles and responsibilities, and equipment/venue needs. The plan will be reviewed with County staff.
- Clearly communicate how input received will be incorporated into final recommendations.
- Prepare a memorandum summarizing results following each outreach event to document participation and input received and include a synopsis of findings.

### ***Task 2 Meetings***

- Up to three focused stakeholder group interviews (one day series of meetings at County offices)
- Up to four community workshops/Municipal Advisory Council meetings at community locations away from County offices. Project budget assumes two community workshops can be held during a single two-day visit to County.
- Two community meetings/study sessions with decision-makers at County offices

**\*\*County staff will secure locations and assist with the distribution and noticing of community meetings and workshops. A minimum of two consultant team staff members will attend all community meetings and workshops.**

### ***Task 2 Deliverables (for each event)***

- Facilitation plan
- Supporting materials
- Results memorandum, including both notes from each meeting/event and a summary of input received through the community outreach program.

### **TASK 3: ANALYSIS AND OPTIONS FOR AMENDMENT**

The CONTRACTOR will work independently and with the County to review all current regulations and procedures related to cannabis cultivation in the County along with a minimum of three other cities and counties.

#### ***Task 3.1: Document Review and Analysis***

The CONTRACTOR will review all current regulations and procedures applicable to cannabis cultivation including the County ordinance, the General Plan, Community and Area Plans, and past policy of the Board of Supervisors and advisory committees.

The CONTRACTOR will summarize barriers to participation that could limit participation in cannabis cultivation permit process. Barriers shall be identified through review of current regulations and discussions with stakeholders described in Task 2 above.

#### ***Task 3.2: Inventory and Mapping Analysis***

The CONTRACTOR will work with the County to create an inventory of existing cannabis cultivators operating in the County.

The results of the mapping analysis will identify:

- Areas with high concentrations of existing cultivators that do not meet the recently adopted zoning regulations and may be potential areas for a new zoning tool to allow continued cannabis cultivation.
- Identification of updates to the zoning map required to implement new regulations, if applicable (County to provide current zoning map in a GIS-compatible format).

#### ***Task 3.2 Meetings***

- One in-person meeting with the County working group; assumes attendance by up to two CONTRACTOR team members.

#### ***Task 3.2 Deliverables***

- Existing cannabis cultivator inventory maps
- Map layer identifying areas of conflict between existing cannabis cultivation and new cannabis cultivation regulations.

#### ***Task 3.3: Options for Consideration***

The CONTRACTOR will outline potential code amendment options to the County for consideration.



Up to three options for consideration will be summarized in a memorandum discussing code amendment options for review by and discussion with the County. The memorandum will include the following:

- Existing cannabis cultivator list with maps who are eligible for overlay.
- Summary of existing issues with these cultivators, including obstacles in meeting County zoning regulations, code violations (if any), and information gathered through the community outreach program that may be applicable.
- Options for new regulations, development standards and processing procedures for implementing regulatory exemptions, including a pros and cons analysis of each option, recommended amendments to the County's current nonconforming standards or procedures for processing, enforcement, or revocation.

Review of the County General Plan and Zoning Code to determine consistency with proposed options and outline any General Plan and/or Zoning Code amendments that might be required.

The CONTRACTOR shall develop options for establishment of cannabis cultivation districts in areas that have concentrations of existing cultivation that are not allowed under current regulations. Cannabis cultivation zones will be explored for up to four communities within the County.

The CONTRACTOR will work with the County to consider options for short-term solutions that would allow submittal of applications prior to December 31, 2017. Options to be explored include, but are not limited to, a process for acceptance of partial applications or Board of Supervisors endorsement/adoption of processing guidelines and regulatory expectations to allow growers to have confidence to begin application process.

### ***Task 3.3 Meetings***

- One in-person meeting with the County working group; attendance of up to two CONTRACTOR team members
- Community workshops as described in Task 2 would occur during this phase

### ***Task 3.3 Deliverables***

- Code amendment options technical memorandum

## **TASK 4: DRAFT ORDINANCE AND AMENDMENTS**

CONTRACTOR will work with County staff and the Cannabis Regulations Working Group to determine the preferred approach for amended regulations. Based on input and direction from the County, CONTRACTOR will draft the proposed land use regulations and any related amendments needed to ensure General Plan and Zoning Code consistency. The administrative draft of the proposed land use regulations will be

submitted to the County for review and comment. Following receipt of those comments, the draft will be revised to reflect any concerns or requested changes. The revised final draft of the proposed code changes and any amendments will be delivered to the County for presentation at a public hearing by the Contractor.

#### ***Task 4.1: Administrative Draft Code Amendments***

Based on direction received under Task 3, the CONTRACTOR's team will prepare an administrative draft of the preferred land use regulations and any related amendments needed for General Plan consistency for County review and comment.

##### ***Task 4.1 Meetings***

- Coordination calls as needed to review and discuss comments

##### ***Task 4.1 Deliverables***

- Administrative draft code amendments (electronic format)

#### ***Task 4.2: Public Review Draft Code Amendments***

Based on direction from County staff, the CONTRACTOR's team will revise the administrative draft code amendments and prepare the public review draft of the code amendments for review and comment. This task assumes the County will provide one set of consolidated comments on the administrative draft code amendments to the CONTRACTOR's team.

The public review draft code amendments will be made available for public review in digital format through the County's website and will be provided directly to all stakeholders who have expressed interest in the zoning exemption efforts.

##### ***Task 4.2 Meetings***

- Coordination calls as needed to review to discuss comments
- Presentation to Municipal Advisory Councils as described in Task 2 would occur during this phase of work

##### ***Task 4.2 Deliverables***

- Public review draft code amendments (electronic format)

#### ***Task 4.3 Public Hearing Draft Code Amendments***

Based on feedback from the public and direction from County staff, the CONTRACTOR's team will revise the public review draft code amendments for presentation to the Planning Commission and Board of Supervisors at the

recommendation and adoption hearings. The task assumes one set of consolidated comments on the public review draft code amendments is provided to the CONTRACTOR's team.

#### ***Task 4.3 Meetings***

- One in-person meeting with the County working group; assumes attendance by up to two CONTRACTOR team members
- Coordination calls as needed to review and discuss comments

#### ***Task 4.3 Deliverables***

- Public hearing draft code amendments (electronic format)

### **TASK 5: ENVIRONMENTAL REVIEW**

If new land uses are allowed under the proposed code amendments, it is likely that analysis and review under the California Environmental Quality Act (CEQA) will be required. The potential for significant impacts on the environment would vary substantially based on the uses that the County chooses to allow and the restrictions that the County places on such uses. It is assumed that the continuation of existing grow areas would not result in substantial environmental impacts, as that existing condition would constitute the baseline under CEQA. However, allowance for growing in areas currently not under cultivation could result in new environmental effects. The structure of the amendment provisions and the extent to which the County wishes to fast-track future requests for new grow areas under the new provisions could lead the County to either proceed with or defer CEQA analysis.

Since the details of the amendment are not known at this time, the scope and cost estimate for CEQA analysis provides for general preparation of a Negative/Mitigated Negative Declaration (ND/MND) and assumes that no special studies (traffic, biological, cultural) can be prepared at this time because the details of future requests are not currently known..

If it is determined that a Mitigated Negative Declaration is required to analyze impacts of the proposed code amendments, the CONTRACTOR's team will assist the County with completing the consultation with Native American tribes, as defined and required under Assembly Bill (AB) 52. For purposes of this scope of services, consultation under AB 52 would address overall County code amendments, but would not address individual site consultations. If consultations are required for individual properties or groups of properties, CONTRACTOR would provide a modified scope and estimate for such services.

CONTRACTOR will review with the County the likely process for CEQA analysis of future cannabis permits under revised exemption regulations. Discussion shall include strategies for streamlining CEQA review of such future permit applications.

### ***Task 5 Meetings***

- No in-person meetings assumed

### ***Task 5 Deliverables***

- Administrative draft ND/MND (electronic format)
- Public review draft ND/MND (electronic format)
- Notice of Intent (electronic format)
- Response to comments
- Final ND/MND (electronic format)
- Notice of Determination (electronic format)

## **TASK 6: ADOPTION WORKSHOPS, ADOPTION HEARINGS AND FINAL DOCUMENTS**

The CONTRACTOR's team will prepare the meeting notices, PowerPoint presentations, draft code amendments, ordinances, any required General Plan amendments, and CEQA determinations for presentation at the public hearings where they will be considered for adoption. Following final legislative approval, the CONTRACTOR will prepare the required final adopted documents. The CONTRACTOR's team, in conjunction with County staff, will present the proposed zoning code and potential General Plan changes and respond to any methodology, technical, or background questions.

Following final legislative approval, the CONTRACTOR's team will prepare the required final adopted documents.

### ***Task 6.1: Adoption Workshops***

The CONTRACTOR will conduct two preliminary meetings/workshops before the Planning Commission and/or the Board of Supervisors to review proposed regulations. These meeting would be in preparation for formal consideration/adoption. We assume the attendance of up to two consultant team members at each of these meetings/workshops.

### ***Task 6.1 Meetings***

- Two Planning Commission Meetings

### ***Task 6.1 Deliverables (for each hearing)***

- Staff reports and supporting documentation
- Presentation (PowerPoint format)
- Meeting summary

### ***Task 6.2: Adoption Hearings***

The CONTRACTOR's team will prepare all public hearing reports, ordinances, and noticing for County review. We assume the attendance of up to two consultant team members at each public hearing for adoption, including up to four Planning Commission hearings and up to four Board of Supervisors hearing.

#### ***Task 6.2 Meetings***

- Two Planning Commission hearings for recommendation
- Two Board of Supervisors hearings for adoption

#### ***Task 6.2 Deliverables (for each hearing)***

- Public notices (County staff will be responsible for all mailing and/or posting of notices)
- Staff reports and supporting documentation
- Presentation (PowerPoint format)

### ***Task 6.3: Final Document Preparation***

Following the final action taken by the Board of Supervisors, the CONTRACTOR's team will make revisions, as needed, to the code amendments as directed by the Board.

#### ***Task 6.2 Meetings***

- No in-person meetings assumed

#### ***Task 6.2 Deliverables***

- Final code amendments (electronic format)

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

PROJECT TASKS	COST ESTIMATE
1. Project Initiation and Management	\$16,270
2. Community Outreach Program	\$26,750
3. Analysis and Options for Amendments	\$21,315
4. Draft Ordinance and Amendments	\$25,630
5. Environmental Review	\$32,400
6. Adoption Hearings and Final Documents	\$19,870
<b>TOTAL</b>	<b>\$142,235</b>

KEY POSITION	RATE
Project Director	\$170
Senior Advisor	\$145
Project Manager	\$120
CEQA Manager	\$145
Public Outreach Coordinator	\$115
GIS	\$105
Associate Planner	\$ 90
Tech Editor	\$ 80
Administrative Support	\$ 65
Legal Support	\$330

[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.

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

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

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

**[END OF INSURANCE REQUIREMENTS]**