

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of October 3, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Raney Planning & Management, 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 to prepare an Environmental Impact Report; 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 September 1, 2017 through September 1, 2019.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Sixty-six Thousand Eight Hundred and Seventy-two dollars (\$166,872.00) 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:

CONTRACTOR/COMPANY NAME

By: Cindy Bros

NAME AND ADDRESS OF CONTRACTOR:

Raney Planning & Management, Inc.

1501 Sports Drive, Suite A

Sacramento, CA 95834

9-6-17
DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2710

Line Item: 863280

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: John McCowen
JOHN MCCOWEN, Chair **OCT 04 2017**
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy **OCT 05 2017**

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: Karla Van Hagen
Deputy **OCT 05 2017**

INSURANCE REVIEW:

RISK MANAGER

By: Alan D. Flora
ALAN D. FLORA, Risk Manager

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Kenneth R. Spain
CARMEL J. ANGELO, Chief Executive Officer

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

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: Katharine L. Elliott
Deputy

FISCAL REVIEW:

By: Kenneth R. Spain
Deputy CEO/Fiscal

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:** CONTRACTOR shall indemnify, defend, 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 in connections with 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 arising out of or connected 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.

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 N. Bush Street
Ukiah, CA 95482
Attn: Ignacio Gonzalez, Interim Director

To CONTRACTOR: Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
ATTN: Tim Raney or Nick Pappani

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 preparation of an Environmental Impact Report shall not exceed \$166,872.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
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:

Prepare an Environmental Impact Report (EIR) for the Integrated Wildlife Damage Management Program pursuant to the Technical Scope of Services submitted by CONTRACTOR to COUNTY as part of CONTRACTOR's proposal, which scope is attached hereto and incorporated herein by this reference.

The Technical Scope of Services is hereby amended to include the following:

Prior to the kick-off meeting described in Task A.1, CONTRACTOR shall prepare and deliver to COUNTY a revised schedule for the preparation of the EIR.

Raney recognizes that individuals and groups may provide a high level of scrutiny during the CEQA process for the IWDM Program. Raney has extensive experience handling such controversies. Raney operates under a belief that some dissent and unrest regarding a new project may potentially be eliminated by the early involvement of project stakeholders and concerned citizens. This early involvement also provides Raney with an idea of which issues will be of greatest concern to the public. By identifying these issues, Raney can scrutinize the environmental documents to be sure that those issues were adequately addressed.

Raney firmly believes that the level of coordination between the County, ALDF, and the local citizens is directly proportional to the success of the project. Raney intends to work closely with the County of Mendocino and ALDF throughout the development and processing of the EIR for the IWDM Program. However, Raney will remain objective and rely on the County to make the ultimate determination on the conclusions and mitigation measures. The expectation is that Raney will serve as environmental consultants to the County, and will make ourselves available to assist the County to facilitate the process.

TECHNICAL SCOPE OF SERVICES

The following scope of services has been developed based on the information provided by the Request for Proposals (RFP) No. PBS 16-004 for the Integrated Wildlife Damage Management Program (IWDM Program). The scope of work identifies each task in the preparation of the necessary documents and includes all work products associated with each task.

Task A: Prepare Initial Study and Notice of Preparation

A.1: Project Initiation

The objective of this task is to coordinate with the County to confirm assumptions regarding the proposed project and scope of the CEQA document.

Raney will complete the following deliverables:

- Obtain and review available data for the IWDM Program and policy documentation from the County of Mendocino and other agencies;
- Attend a kick-off meeting to review program details and refined scope of work;
- Identify the role that each will play during the effort as well as a summary of meetings and products; and
- Identify the aspects of the program to be considered in the CEQA document and the prospective description of project alternatives.

A.2: Prepare Initial Study

The objective of this task is to prepare an Initial Study to address the environmental effects of the IWDM Program. The Initial Study will be based on the checklist contained in Appendix G of the CEQA Guidelines and the standard County of Mendocino format. Raney assumes that the environmental issues to be dismissed in the Initial Study may include but not limited to Aesthetics, Air Quality and Greenhouse Gas Emissions, Cultural Resources, Geology and Soils, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Population and Housing, Recreation, Transportation and Circulation, and Utilities and Service Systems. The Initial Study will incorporate the appropriate mitigation measures, applicable state and federal

regulations and County policies and standards to demonstrate how impacts will be reduced to less-than-significant levels.

Raney will complete the following deliverables:

- Submit one (1) electronic copy, in Word format, of the Administrative Draft Initial Study for City review;
- Submit one (1) electronic copy, in Word format, of the Screencheck Initial Study which will include all revisions based upon comments on the Administrative Draft Initial Study;
- Submit one (1) electronic file, in PDF format, of the finalized Initial Study to focus the content of the Draft EIR; and
- Provide Final Initial Study as an Appendix to the Notice of Preparation.

A.3: Prepare Notice of Preparation

The objective of this task is to prepare a Notice of Preparation (NOP) in the County's preferred format for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the IWDM Program, as well as attend an in-person meeting or conference call with County staff and representatives of ALDF to solicit the input on the scope and content of the EIR, including, but not limited to: the existing setting, baseline, and appropriate scope of analysis in the EIR; a "non-lethal alternative" to be analyzed, and technical reports and analyses to be considered in the EIR. Lastly, the task includes attendance at and NOP scoping meeting during the 30-day public review period of the NOP to solicit agency and public input on the content of the EIR. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project.

Raney will complete the following deliverables:

- Submit one (1) electronic copy of the Administrative Draft NOP, in Word format, to County staff for review;
- Participate and attend one (1) meeting with the County and ALDF to emphasize the review process as well as the intent and requirements of CEQA;
- Facilitate and attend one (1) NOP scoping meeting to emphasize the review process as well as the intent and requirements of CEQA
- Submit one (1) hard copy, in PDF, and one (1) electronic copy of NOP, and IS as an Appendix to the County;
- Provide a Master copy of NOP, and IS as an Appendix, in PDF and Word formats, on a CD for posting on the County's website;
- Deliver fifteen (15) copies of the NOP, and IS as an Appendix, with a completed Notice of Completion (NOC) to the State Clearinghouse;
- Create an administrative record of all written and verbal comments regarding the project to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community; and
- Revise the scope of services for the EIR, if needed, based upon NOP verbal and written comments received during the NOP comment period.

Task B: Prepare Draft EIR

B.1: Prepare Project Description and Administrative Draft EIR

The objective of this task is to prepare a draft project description in consultation with County staff, as well as an accurate, thorough, and complete Administrative Draft EIR for the IWDM Program that will provide a program-level analysis and will include all technical reports prepared by Raney and the County, and information from existing environmental and other documents relating to the IWDM Program. Based on our extensive CEQA experience, we have found that completing a draft of the project description at the beginning of the process greatly reduces the potential for project-related issues throughout the preparation of the environmental documents.

The Administrative Draft EIR will include all statutory sections required by CEQA Sections 15120-15132. It is important to note that the NOP/IS, as well as all technical reports, will be included with the EIR as appendices.

Raney will complete the following deliverables:

- Collaborate with County staff to build upon the project description details;
- Include detailed project background and history of the project; discretionary actions; project characteristics; location maps; supporting graphics; important project features; goals and objectives; agreements; permits and approvals that are required for the project based on available information;
- Provide a list of responsible agencies that are anticipated to rely on the EIR for decision making;
- Submit one (1) electronic copy of the draft project description to the County for review and comment; and
- Submit one (1) electronic copy of the final project description to the County prior to incorporation into the EIR.
- Provide the public and decision-makers with a thorough, legally defensible environmental analysis of the IWDM Program, which will be accurate, objective, and free of jargon;
- Prepare an EIR that will conform to the County of Mendocino's preferred format; and
- Include the NOP/IS, as well as all technical reports, with the EIR as appendices;
- Submit five (5) bound, hard copies and one (1) electronic copy of the Administrative Draft EIR for the County review.

Raney proposes to include the following chapters in the Integrated Wildlife Damage Management Program EIR:

B.1.1 Introduction

The introduction will cite the provisions of CEQA to which the IWDM Program is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, description of project background/history, summary of the scoping procedures, a list of the NOP comment letters and concerns raised in the letters, and a defined environmental baseline.

B.1.2 Project Description

The project description will include a detailed project background and history of the project, summary of discretionary actions, project characteristics, location maps, supporting graphics,

an overview of important project features, goals and objectives, and agreements, as well as a list of permits and approvals that are required for the project based on available information. The project description will also include a list of responsible agencies that are anticipated to rely on the EIR for decision making.

B.1.3 Summary of Environmental Effects

The summary of environmental effects will primarily consist of a summary table, which will include a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the IWDM Program.

B.1.4 Environmental Analysis

The environmental analysis for the IWDM Program will be comprehensive. As is indicated in the RFP, Raney will address the following CEQA topics consistent with Appendix G of the CEQA Guidelines: Agricultural and Forestry Resources; Biological Resources; Hazards and Hazardous Materials; Noise; and Public Services. Project alternatives and statutorily required sections, including Growth Inducing Impacts, Cumulative Impacts, and Significant and Unavoidable Impacts, will also be included. It should be noted that after receipt of comments on the Notice of Preparation, adjustment to the topics may need to occur.

Consistent with CEQA, each environmental chapter will include an introduction, environmental setting, regulatory setting, standards of significance, methods of analysis, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, significant impacts, and effects found not to be significant. Raney proposes to include the following environmental chapters:

a) Agriculture and Forest Resources

The typical content and analysis of an Agriculture and Forest Resources chapter pertain to the project's potential to result in the conversion of Prime Farmland or other important farmland categories identified by the State's Farmland Mapping and Monitoring Program, or the conversion of forest land. Due to the nature of this programmatic predator management program, Raney does not anticipate that conversion of important farmland or forest resources will be a key concern in the EIR. Rather, Raney anticipates that the primary issues related to agricultural resources will be centered around conflicts with agricultural operations that result from implementation of technical assistance and/or operational management procedures under the IWDM. It is anticipated that many of the wildlife conflict hotspots requiring technical and/or operational assistance will be located in rural areas of the County, where much of the land is zoned for agricultural or timber purposes. The IWDM Program should be evaluated in the EIR for its potential to resolve wildlife conflicts with livestock and crops, but also the potential for predator management, particularly lethal methods, to result in indirect effects to agricultural operations. For example, an issue often raised and identified is the potential effects of removing predators on the populations of prey species. For example, concerns are sometimes raised that removing coyotes would cause an increase in rodent and rabbit populations, which could result in detrimental effects on vegetation and other resources. Other potential impacts to be considered include effects from lead ammunition on

livestock and threats to livestock and agricultural crops from use of chemical management techniques.

b) Biological Resources

The Biological Resources chapter will be based on a technical report to be prepared by Live Oak Associates, Inc. (LOA) under contract with Raney (please see *Appendix A* for a complete scope). LOA will review all available past records/scientific papers from the Wildlife Services (WS) in Mendocino County and the County Agricultural Commissioner, as well as LOA's existing scientific literature database on predators and predator conflict. LOA and County Staff will meet with the Animal Legal Defense Fund (ALDF) to obtain any scientific information, studies, reports, or other materials that LOA or the County have yet to obtain that the ALDF believes relevant in evaluating the non-lethal alternative.

LOA notes that the wildlife/human conflicts are not evenly distributed across the County and that the conflicts are clustered around farms and ranching operations. LOA will conduct a reconnaissance survey of those wildlife conflict hotspots in the County to place into context these locations and their vegetated cover and topographic characteristics. LOA will produce suitable maps documenting known hotspots, assuming that reasonably precise location data exists from past WS efforts.

LOA will prepare a Technical Report that evaluates to what degree the IWDM Program would result in significant impacts to the region's biological resources, as defined by CEQA. In this case, the purpose of CEQA is to assess the impacts of IWMD Program on the biological resources within the affected area. For example, the IWMD Program relies on methods to avoid the impact (e.g., shed lambing), exclude wildlife from target zones (e.g., modification of habitat, exclusionary fencing, hazing, etc.) or removing or killing wildlife by trapping, shooting or the use of pesticides. All of these actions can have an adverse impact on the region's biota as defined by CEQA. Therefore, a key objective is to ascertain if implementation of the IWMD Program will result in a substantial impact to the region's biological resources. In doing so, LOA will be mindful of the standards that CEQA requires for this analysis, namely what constitutes "substantial evidence". CEQA defines substantial evidence (Section 15384) as "...enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." CEQA explicitly notes that "Arguments, speculation, unsubstantiated opinion or narrative, evidence that is clearly erroneous or inaccurate...does not constitute substantial evidence." It goes on to state that "Substantial evidence shall include facts, reasonable assumptions predicted upon facts and expert opinion supported by facts".

Implementation of the IWMD Program may result in significant impacts to biological resources if they would:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or

by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;

- Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Furthermore, CEQA Guidelines Section 15065(a) states that a project may trigger the requirement to make a “mandatory findings of significance” if the project has the potential to:

“Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory.”

Therefore, LOA will consider the various elements and components (e.g., exclusionary fencing, noise from hazing, killing of target or non-target animals, effects on non-target wildlife from these actions, etc.) of implementing the IWMD Program in determining whether or not there are anticipated “significant” impacts to the region’s biological resources. The results of this analysis will serve as the basis for preparing a Technical Report that not only considers whether or not implementing the IWMD Program will result in “significant” adverse impacts as defined by CEQA, but if so, propose any feasible measures to mitigate for the affect. As noted previously, this is a program EIR and as such, any proposed mitigations will be based on providing a program-level approach so that regardless of location of an action, duration and type of action, the mitigation can be adequately implemented. LOA will identify suitable performance standards for any proposed mitigation to allow the County the ability to monitor their effectiveness in lessening the impact.

LOA will evaluate all components of the IWMD Program to ensure all potential impacts are identified. LOA will pay particular attention to “actions” or modifications that have been identified during the NOP process, or identified during the legal challenge, or may result in mortality or changes in the spatial use patterns of wildlife. LOA will consider all identified actions including the following (but not limited to):

- noise related hazing. LOA will work with the noise consultant to identify noise both level and duration of noise to ascertain if this may or may not adversely affect wildlife species, particularly non-target wildlife;

- habitat modifications and installation of exclusion fencing. Evaluate to what degree these actions might obstruct or significantly alter wildlife movement patterns, particularly to non-target species;
- actions that result in mortality to target or non-target wildlife. Do these actions cause a wildlife species to drop below some regionally sustainable level?
- Are sensitive plant and animal species or sensitive habitats (e.g., riparian, wetland habitats, etc.) being adversely affected by any of the actions?

In all of these analyses, it will be critical to compare the overall effect of the various actions against existing data (much acquired from CDFW) on the regional abundance and distribution of the various wildlife species. For example, actions that have small effects when compared to the regional abundance of a target species may not rise to the level of significance (e.g., substantial) as defined by CEQA. Whether or not an action result in a significant impact will often be based on the rarity or sensitivity (listed species, etc.) of a species in the action zone.

Raney will prepare the EIR chapter based upon LOA's technical report in an effort to keep the chapter free of technical jargon and focus the discussion. LOA will review Raney's draft chapter to ensure that the key discussion topics, impact findings, and mitigation measures of the technical report have been adequately represented in the Biological Resources chapter

c) *Hazards and Hazardous Materials*

Appendix G of the CEQA Guidelines focuses on potential hazards to the public as a result of a project. To that end, the Hazards and Hazardous Materials chapter of the EIR will focus on possible hazards to humans resulting from implementation of the IWDM Program. The chapter will evaluate the potential for chemical and non-chemical methods to have adverse effects on human safety, including members of the public and employees carrying out the Program.

The use of chemical methods as part of managing damage associated with wildlife relates to the potential for human exposure either through direct contact with the chemical or exposure to the chemical from wildlife that have been exposed. The potential for the use of non-chemical methods to create risks to the applicator or those persons assisting the applicator will be assessed, as well as risks to others when employing non-chemical methods, such as when using firearms, cannon nets, pyrotechnics, or traps.

d) *Noise*

The Noise chapter of the EIR will be based on a technical report, to be prepared by Bollard Acoustical Consultants associates, Inc. (BAC), under contract with Raney (please see Appendix B for a complete scope). BAC will first identify the noise level standards that are applicable to the IWDM Program contained in the Mendocino County General Plan and other local, state, and federal standards, and will quantify existing ambient noise levels in the County through a combination of ambient noise surveys and use of ambient data collected for other projects. BAC will conduct continuous (24-hour) noise monitoring at up to five locations in the County, determined in consultation with the project team.

BAC will subsequently analyze noise and vibration impacts resulting from the ongoing implementation of the IWDM Program. BAC will quantify reference noise levels associated with the various noise-generating IWDM activities (propane cannons, firearms, alarms, whistles, etc.), and will assess the potential noise impacts of those sources on humans relative to County noise policy. BAC will provide the reference noise level data to Live Oak Associates for use to evaluate potential impacts on biological species.

BAC will additionally develop program-level noise mitigation measures which will focus on program-level options for noise control aimed at reducing any identified potential noise impacts to a level of insignificance. Raney will review the technical analysis and integrate the results into the Noise chapter of the EIR in accordance with CEQA requirements, with the assistance of BAC.

e) Public Services

The Public Services chapter will evaluate the potential effects of the proposed IWDM Program on public services such as police and fire providers. Raney does not anticipate that the EIR will need to evaluate effects of the IWDM on services related to schools or parks. With respect to fire services, the potential use of pyrotechnics to control wildlife-predator conflicts poses a fire hazard, especially in rural areas of the County where dry vegetation is prevalent. This chapter of the EIR will evaluate the current resources of the fire departments serving the anticipated livestock-predator conflict hotspots in the County and the departments' ability to handle additional demands that could result from the proposed project, especially in rural areas that are often difficult to access.

With respect to law enforcement services, the EIR will assess the potential for the IWDM Program to result in increased demands on local law enforcement, particularly as it may relate to the use of firearms in areas where members of the public reside or frequent. In addition, the use of disturbing equipment, such as propane cannons and pyrotechnics have the potential to result in disturbance calls to the Sheriff's Office. The EIR chapter will assess the Sheriff's current workload and the ability to handle increased calls for service, especially in rural areas of the County where livestock-predator conflicts are anticipated to be greatest.

B.1.5 Other CEQA Considerations

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter will also summarize the cumulative impact analyses, which will be provided in each technical chapter of the EIR.

B.1.6 Alternatives Analysis

The EIR will include an Alternatives analysis. The alternatives chapter will evaluate up to four alternatives, including the No Project/No Development Alternative, required by CEQA, as well as a Non-Lethal alternative. Alternatives will be selected when more information related to project impacts is available, so the alternatives can be designed to reduce significant project impacts. Alternatives shall be developed in consultation with the County of Mendocino staff, as well as with the ALDF, and legal counsel during the early stages of preparation of the Administrative Draft EIR to respond to identified significant impacts.

LOA will assist Raney in preparing the biological resources sections of the alternatives analysis. LOA and Raney will evaluate the alternatives to determine to what degree the alternatives meet the County's objectives and whether or not they result in any identifiable significant impact. As a foundation for this analysis, Raney and LOA will consider the findings and effectiveness of non-lethal programs, possibly including the "Marin County Livestock & Wildlife Protection Program", which uses non-lethal methods to meet the County's needs to manage predator-human conflicts. LOA in particular will also identify any other region-wide approaches that have relied mostly or exclusively on non-lethal approaches. It will be important to evaluate the spatial and temporal scales of these programs, changes in levels of conflict over time (e.g., data on conflict before and after), size and distribution of livestock operations in the action zone, size of human populations, road densities etc. in determining whether or not reasonable inferences from these non-lethal programs are transferable to Mendocino County. In addition, BAC will provide analysis for up to two (2) alternatives for the project.

The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the four alternatives will also be included.

B.1.7 Appendices

As previously mentioned, the NOP/IS and all technical reports will be provided as an appendix to the EIR. All appendices will be provided on a CD to be inserted in a sleeve in the back cover of the Draft EIR document.

B.2: Evaluation of Technical Issues

Information will be drawn from the County of Mendocino General Plan, General Plan EIR, technical reports prepared for the proposed project, as well as any other information pertinent to the project area. Each of the above technical chapters will include an introduction, environmental setting, regulatory setting, method of analysis, standards of significance, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, level of significance after mitigation measures, significant impacts, and effects found not to be significant. The determination of impacts will be based on (a) thresholds of significance drawn from the standards used in similar EIRs in the region and (b) from the technical studies prepared for the proposed project, and will be refined in consultation with County staff. Raney will also review existing federal, state, and local laws and regulations, including County General Plan goals, policies, and implementation programs, including the zoning ordinance, will be summarized in the regulatory setting discussion.

B.3: Prepare Prepublication (Screencheck) Draft EIR

The objective of this task is to edit the Administrative Draft EIR, based on the comments received from the County's review, to prepare a Screencheck Draft EIR. Raney assumes County comments on the Administrative Draft EIR will be in a consolidated set.

Raney will complete the following deliverables:

- Submit one (1) electronic copy of the Screencheck Draft EIR utilizing the “strike-through – underline” format to reflect all changes made in response to County comments for final review by the County and outside counsel.

B.4: Prepare Draft EIR

The objective of this task is to edit the Screencheck Draft EIR, based on the comments received from the County, to prepare and distribute the Draft EIR for public review in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft EIR will only require editorial or other “non-substantive” changes and that the County will distribute the Notice of Availability (NOA) of the Draft EIR. The Draft EIR will be released for a review period extending 60 days, rather than the 45-day minimum, as requested in the RFP. Raney will attend a public hearing during the 60-day public review period to receive comments on the Draft EIR.

Raney will complete the following deliverables:

- Submit one (1) unbound, hard copy of the Draft EIR;
- Submit five (5) bound, hard copies of the Draft EIR, with appendices on a CD in the back cover;
- Submit one (1) Master CD with the Draft EIR in PDF and Word formats, for posting on the County’s website;
- Submit fifteen (15) CDs with the Draft EIR in PDF;
- Attendance at one (1) public hearing during the public review period to receive comments on the Draft EIR (cost included in *Task E*);
- Prepare the NOA and Notice of Completion (NOC); and
- Delivery of NOC along with fifteen (15) Executive Summaries and fifteen (15) CDs of the Draft EIR to the State Clearinghouse.

Task C: Prepare Final EIR

C.1: Prepare Administrative Final EIR

The objective of this task is to respond to all comments received during the 60-day public review period and compile the comments into an Administrative Final EIR for review by the County. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. Should more time be needed to respond to additional comment letters, Raney will initiate discussions immediately with County staff to conduct this extra work.

Raney will also prepare a Mitigation Monitoring and Reporting Program (MMRP) for the County of Mendocino to be incorporated into the Administrative Final EIR) to comply with Public Resources Code Section 21081.6, which will include policies and action identified in the EIR, as well as methods of implementation.

Raney will complete the following deliverables:

- Provide County with a bracketed set of comments received;
- Respond to up to 200 individually bracketed comments;

- Meet with County staff to review all comments received and determine the appropriate written responses to the comments;
- Include a list of persons, organizations, and agencies commenting on the EIR;
- Include all comments on the Draft EIR, any changes to the Draft EIR text necessitated by the comments, and the MMRP; and
- Submit one (1) electronic copy, in Word, and five (5) bound, hard copies of the Administrative Final EIR, including the MMRP to the County for review.

C.2: Prepare Prepublication (Screencheck) Final EIR

The objective of this task is to revise the Administrative Final EIR, based on the comments received, and prepare a Screencheck Final EIR using “strike-through and underline” format.

Raney will complete the following deliverable:

- Submit one (1) electronic copy of the Screencheck Final EIR utilizing the “strike-through – underline” format to reflect all changes made in response to County comments for final review by the County and outside counsel.

C.3: Prepare Final EIR

The objective of this task is to revise the Screencheck Final EIR, based on additional comments from the County, in order to provide a thorough, responsive Final EIR and Final MMRP. Raney assumes all edits will only require editorial or other “non-substantive” changes in the revision of the Screencheck Final EIR. Raney assumes the County will prepare and post a Notice of Determination (NOD), should the project be approved.

Raney will complete the following deliverables:

- Submit one (1) unbound, hard copy and five (5) bound, hard copies of the Final EIR for the County;
- Submit one (1) Master CD with the Final EIR, in PDF and Word formats, for posting on the County’s website;
- Submit fifteen (15) CDs with the Draft EIR in PDF;
- Distribute the Final EIR to agencies and persons who commented on the DEIR at least ten days prior to the EIR certification hearing; and
- Work with the County to prepare all required noticing.

Task D: Project Management and Meetings

The objective of this task is to ensure close, extensive coordination and interaction with County staff, technical sub-consultants, concerned parties, including the ALDF, and the public. The project management team, as identified in the *Company Background and Experience* section, will be responsible for coordination with County staff and technical consultants, handling the day-to-day activities of the EIR preparation, and responding to staff inquiries about the EIR and process.

Raney will complete the following deliverables:

- Project support from Senior Vice President Cindy Gnos, AICP, Division Manager / Air Quality Specialist Rod Stinson, as well as Associate and Administrative staff;
- Regular phone and e-mail communications with County staff, project stakeholders, and pertinent County, State, and Federal agencies throughout the process;

- Participation in up to ten (10) project meetings, by teleconference, with County staff throughout the process;
- Participation in up to three (3) project meetings, by teleconference, with representatives of ALDF during the preparation of the NOP/IS and DEIR;
- Prepare any necessary noticing, materials, and/or presentations prior to the meetings, and answer questions and respond to comments as needed; and
- Attend additional meetings upon request and billed on a time-and-materials basis following Raney's standard billing rates.

Task E: Public Hearings

The objective of this task is to ensure attendance and participation of Raney's management team at both the Planning Commission and Board of Supervisors Hearings for the IWDM Program EIR.

- Attendance at up to three (3) public hearings, including Planning Commission Hearing, Board of Supervisors Hearing, and the public hearing on the Draft EIR;
- Prepare any necessary noticing, materials, and/or presentations prior to the meetings, and answer questions and respond to comments as needed; and
- Attend additional hearings upon request and billed on a time-and-materials basis following Raney's standard billing rates.

EXHIBIT B

PAYMENT TERMS

The amount COUNTY will pay CONTRACTOR for the services described in this Agreement shall not exceed ONE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$166,872; the "Total Cost").

Payments to CONTRACTOR shall be based on actual work performed and detailed on itemized invoices submitted by CONTRACTOR, which shall include, but not be limited to, comprehensive accounting of position hours used to perform each individual task.

Payments shall be made to CONTRACTOR pursuant to the following schedule

1. Twenty-five percent (25%) of the Total Cost within thirty (30) days of the execution of this Agreement by all parties.
2. Not more than a cumulative total of sixty-five percent (65%) of the Total Cost upon submittal of the Administrative Draft Environmental Impact Report to the COUNTY (through Task B.2 of the Technical Scope of Services and including related project management/meetings).
3. Not more than a cumulative total of eighty percent (80%) of the Total Cost upon submittal of the Draft Environmental Impact Report to the COUNTY (through Task B.4 of the Technical Scope of Services and including related project management/meetings).
4. Not more than a cumulative total of ninety percent (90%) of the Total Cost upon submittal of the Administrative Draft Final Environmental Impact Report to the COUNTY (through Task C.2 of the Technical Scope of Services and including related project management/meeting and public hearings).
5. Not more than a cumulative total of ninety-five percent (95%) of the Total Cost upon submittal of the Final Environmental Impact Report to the COUNTY (through Task C.3 of the Technical Scope of Services and including related project management/meeting and public hearings).
6. Not more than a cumulative total of one hundred percent (100%) of the Total Cost shall be paid upon certification of the Final Environmental Impact Report by the COUNTY or clearance of final payment by the Board of Supervisors.

Amounts invoiced in excess of the amounts allowed for payment pursuant to the above schedule must be re-invoiced by the CONSULTANT and will be paid as part of the payment for the next milestone in the above schedule.

[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 agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

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]