

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Environmental Science Associates (ESA), a California Corporation, 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 Sea Level Rise Resilience Strategy & Plan; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through December 31, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred seventy-seven thousand seven hundred and forty-nine dollars (\$277,749.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Juleia Kiozy 8/1/2024
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PB (2851)

Line Item: 862189 #PBSLR

Grant: ☒ Yes ☐ No

Grant No.: LCP-23-09

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/10/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 09/10/2024

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

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 09/10/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/31/2024

CONTRACTOR/COMPANY NAME

By: Christie Beem

Date: 08/06/24

NAME AND ADDRESS OF CONTRACTOR:

Environmental Science Associates

180 Grand Ave., Ste 1050

Oakland, CA 94612

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa
COUNTY COUNSEL

Date: 07/31/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO
Deputy CEO or Designee

Date: 07/31/2024

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, to the extent they arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor. CONTRACTOR shall not be liable for the defense or indemnification of COUNTY for claims, demands, damages, costs, liabilities or losses arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans,

specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation. Any modification or use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of COUNTY and without liability or legal exposure to CONTRACTOR.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials. Further, CONTRACTOR and its consultants shall retain all right, title and interest in, including copyrights, to their respective standard details, drawings, designs, specifications, trade secrets, source code, software, or other intellectual property existing prior to the date of this Agreement or that is derived independent of CONTRACTOR's performance of this Agreement (collectively "Pre-Existing Property"). CONTRACTOR hereby provides a limited, non-exclusive, royalty-free license to COUNTY to use such Pre-Existing Property that is included in the Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning & Building Services
860 N Bush St.,
Ukiah, CA 95482
Attn: Julia Krog, Director

To CONTRACTOR: Environmental Science Associates
180 Grand Ave, Ste. 1050
Oakland, CA 94612
Attn: Selena Whitney, Project Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry,

national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any

and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, riots, acts of war, or any other conditions beyond the reasonable control of a party.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any

time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Seal Level Rise Resilience Strategy & Plan shall not exceed \$277,749.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous

understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of

CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

This scope of work is based on a proposal submitted to the County of Mendocino (County) on May 23, 2024, in response to a request for proposal (RFP) for consultant services to assist with a grant-funded project to develop a sea level rise resilience strategy for the County. The project is funded by a grant from the California Coastal Commission. The scope of work below represents the work that will be completed by ESA and teaming partners Arup, Planwest Partners, and SHN. ESA will retain Arup, SHN, and Planwest Partners as subcontractors.

CONTRACTOR shall provide the following services:

Task 1: Existing Conditions Analysis and Inventory Memorandum

ESA is prepared to quickly kick off and initiate the project. Selena Whitney, AICP, Louis White, PE, as well as select ESA team members, will attend one virtual kick-off meeting. ESA will provide, present, and discuss team roles, a refined scope of work, communication protocols, and a detailed schedule.

Throughout the project, Selena Whitney and Louis White will coordinate closely with County staff and ESA team members to effectively manage the project throughout its lifetime. ESA will promptly execute contracts with the County and all subconsultant team members. ESA will then provide monthly invoice packages in a format that the County can easily use for Coastal Commission grant reimbursement submittals. ESA will closely track the team's progress, budget, and schedule using ESA's Project Management Dashboard tool and will proactively communicate potential issues and solutions to the County. Regular coordination meetings are not assumed within this project scope, but the ESA project management team would coordinate with County staff by phone, email, or focused virtual meetings as needed to facilitate continuous progress on Tasks 1-6.

Under Task 1, the ESA team will review relevant existing resources to understand the current state of the Mendocino County coast and to develop a baseline Sea Level Rise (SLR) Existing Conditions Analysis and an asset inventory summarized in a technical memorandum. The review will entail a desktop analysis of existing and available documents and data sets to be provided by the County or otherwise readily available public information. The ESA team will work with the County to identify critical information to gather and map, including information from the following:

- **Multi-Jurisdictional Hazard Mitigation Plan (HMP):** Contains information about assets and hazard exposure in Mendocino County, Fort Bragg, and Point Arena. The SLR strategy will build on the analysis in the HMP, which identifies flood as a high-priority hazard.
- **Municipal Service Reviews:** Conducted by the Mendocino County Local Agency Formation Commission (LAFCo) for coastal special districts.

- **Tribal Cultural Resources:** Engagement with California Native Tribes following the Coastal Commission's Tribal Consultation Policy (see Tasks 2 and 4).
- **Geographic Information Systems (GIS) Mapping Data:** Includes topography, existing infrastructure, wildlife, and aquatic habitat areas.
- **Historical Information:** Photographs documenting changes in the Mendocino County coastline over time.
- **Coastal Hazard and Sea-Level Rise Data:** Available coastal hazard information will be identified and gathered, including from FEMA, Pacific Institute, USGS CoSMoS, and other relevant sources (additional coastal data will be gathered and analyzed under Task 3).

Once the data and studies have been gathered and reviewed, ESA team member Arup will collaborate closely with SHN as the local partner and the client teams to compile the inventory of existing assets. This task will leverage available GIS datasets and will be complemented with information to be provided by SHN, potentially including the facilities, their condition, elevation and/or survey data, and photographic documentation into a tabulated asset inventory. ESA will lead the gathering of habitat and natural asset data, including beaches and other coastal resources. We will also group the assets into broad categories that will facilitate vulnerability assessment and development of general resilience strategies in a simplified manner (e.g., transportation and highways, water and wastewater, habitats and ecological, recreational, residential and commercial, etc.). The team will then qualitatively assign values to represent the asset's importance, which will be vetted during the stakeholder and community engagement in Tasks 2 and 4.

We will delineate planning areas/zones along the coastline to set the project up for more effective vulnerability assessment and resilience strategy development. Analysis in this task will describe baseline conditions and known vulnerabilities on the Mendocino Coast and will culminate in a technical memorandum, which will be reviewed by stakeholders and the Coastal Commission.

Task 1 Deliverables

- Draft Existing Conditions Analysis and Technical Memorandum
- Final Existing Conditions Analysis and Technical Memorandum, which incorporates stakeholder feedback.

Task 1 Assumptions

- County staff will provide files, documents, surveys, maps, geospatial information/data, and other information not otherwise publicly available but identified by County staff as necessary for inclusion into the SLR Resiliency Strategy.
- This task summarizes existing hazard analysis and mapping but does not include new analysis. New analysis will be included in the risk assessment in Task 3.
- County staff will identify stakeholders to review the technical memorandum.

Task 2: Stakeholder Outreach and Public Engagement

The ESA team will assist the County with public outreach ensuring the public and stakeholders have the opportunity to provide early input on the project. Special effort will be made to ensure that disadvantaged communities, including low-income, minority, and other underserved communities, have equitable opportunities to engage in the process. Our approach and recommended engagement techniques take into consideration the Coastal Commission's Environmental Justice and Tribal Consultation policies as well as the in-progress City of Fort Bragg and Noyo Harbor Blue Economy Community Engagement Plan (CEP) and the City's SLR Resiliency Strategy Project as applicable.

Note that this task is linked to the other public outreach and engagement tasks throughout the project (Task 4) as there are cost-saving opportunities in shared materials, website content, document libraries, map figures, concept drawings, surveys, software platforms, outreach efforts, and presentations.

In order to engage a broad cross-section of stakeholders and the public, the ESA team will build upon the existing framework and apply some of the strategies that have been outlined for the Noyo Harbor Blue Economy CEP. This process will be designed to continue to cultivate existing relationships and grow new relationships through established community networks in communities along the entire Mendocino County coastline. A public engagement toolkit will be developed to help County staff engage the public in the project, which could include:

- Project website and social media content to advertise outreach events
- One 10 question, 2-3 minute survey (provided both electronically and in print)
- Press releases and flyers
- Maps of the coastal hazards for existing and future conditions with sea-level rise as appropriate and consistent with Task 3 of ESA scope of work
- E-newsletter content

The ESA team will assist the County with the establishment of a stakeholders list and coordination of stakeholder meetings and information exchanges. The types of stakeholders may include representatives from:

- Public Agencies and Special Districts
 - City of Fort Bragg
 - Noyo Harbor District
 - City of Point Arena
 - Noyo Ocean Collective
- Native American Tribes
- State Agencies (Caltrans, State Parks, Coastal Commission, CDFW)

- U.S. Army Corps of Engineers
- Environmental advocacy groups, land trusts, and non-profits
- Property Owners

This task will include one (1) stakeholder kickoff meeting in which the project and its goals are introduced, relevant stakeholder information will be requested, and an opportunity for feedback on the overall project approach and considerations for risk assessment prioritization will be provided. See Task 4 for a description of additional stakeholder outreach. The team will also request that stakeholders discuss relevant concepts and SLR resiliency strategies they have considered or are developing. To foster those discussions, the ESA team will coordinate with County staff to distribute relevant outreach materials to key stakeholders, for interested parties or “ad hoc advocates” to take back to their organizations and agencies in other meetings, thereby providing an additional method of public outreach from trusted community members.

The ESA Team will assist in coordinating meetings directly with the City of Fort Bragg to align this project with Fort Bragg’s recently awarded grant to assess SLR concerns, specifically at Noyo Harbor. In addition, the team will also assist the County with coordination efforts with the City of Point Arena to align the County’s efforts with the City of Point Arena’s SLR update for the Arena Cove area. The team will also prepare and publish an online survey allowing public and stakeholder group members to submit feedback and project concepts electronically at their convenience. The ESA team will discuss with County staff which outreach materials should be provided in both English and Spanish, within the boundaries of the project scope and budget, and then those selected materials will be provided in both languages.

As part of this task, the ESA team will also coordinate at least one (1) meeting directly with Caltrans (per LCP grant task 3.3 (LCP-23-09) to provide for resource sharing and participation and will additionally include/invite Caltrans to all stakeholder and public planning sessions.

Task 2 Deliverables

- Stakeholders list
- One (1) stakeholder kickoff meeting (hybrid: in-person/virtual)
- Presentation materials (presentation slides, maps, handouts)
- One (1) Survey (web-based that can also be available in print)
- Outreach materials (social media posts, flyers, meeting announcements)
- Meeting Agendas and minutes
- Sign-in sheets

Task 2 Assumptions

- This scope only assumes that the ESA team would facilitate and attend the stakeholder meetings described in the Task 2 Deliverables. Additional

stakeholder or public meetings or outreach event attendance (e.g., attendance at a pop-up tabling event) would be optional tasks for a separate cost.

- This scope assumes that limited outreach materials (e.g., the survey) would be translated into Spanish. Additional Spanish-language translation or interpretation would be optional tasks for a separate cost.

Task 3: Sea Level Rise Analysis and Risk Assessment

Under Task 3, ESA will collaborate with team members Arup and SHN to conduct a SLR analysis and risk assessment with the goal of gaining comprehensive insights into the vulnerability of coastal assets and resources to SLR, including their exposure, sensitivity, and adaptive capacity, and to identify consistently threatened community assets, such as habitats and ecosystems, across different SLR scenarios. This information would be used to conduct a risk assessment to determine and prioritize risks related to community resources, infrastructure, critical ecosystems, habitat, coastal access, tribal cultural resources (if feasible), and groundwater resources. The findings of the vulnerability and risk assessment will serve as the basis for developing resilience strategies with the community in Task 4.

Coastal Hazards Analysis

ESA will lead the coastal hazards analysis, through which we will generate a set of coastal hazard maps that depict flooding and erosion hazard areas with different SLR scenarios. The coastal hazards analysis will utilize the most recent updates from the Coastal Commission's SLR Policy Guidance and Critical Infrastructure Guidance documents, as well as the latest reports and recommendations on SLR science from the State of California. ESA will do the following as part of the coastal hazards analysis:

- Analyze potential impacts of various SLR scenarios (intermediate, intermediate-high, and high) on three timescales to be confirmed with the County (e.g., 2050, 2100, and 2150).
- Identify existing tools and data, including resources like the NOAA SLR Viewer, the USGS Coastal Storm Modeling System (CoSMoS), and the 2009 Pacific Institute study *The Impacts of Sea-Level Rise on the California Coast*, for which ESA (formerly Philip Williams & Associates) modeled and mapped flooding and coastal erosion response to SLR along the coast of California.
- Conduct vulnerability assessments, considering storm and non-storm scenarios, tidal inundation, and existing development protection.
- Evaluate anticipated changes in beach width and habitat areas due to future SLR.
- Assess SLR vulnerability for existing and planned segments of the California Coastal Trail.
- Address environmental justice by analyzing differential impacts on demographics and community groups.

This scope of work states assumes the use of existing modeling and tools/framework and risk assessment methodologies to analyze the potential impacts of the SLR scenarios and that ESA will strive to leverage the best available data, tools, and science to complete the coastal hazards analysis. We anticipate using a variety of data sources and existing modeling, which we will review and select to best meet the project objectives and budget constraints. As part of this we will also identify additional technical tasks or studies that we would recommend completing to better facilitate SLR vulnerability and resilience planning. The data sets and models that we will consider include but are not limited to the following:

- Coastal cliff and bluff erosion
 - Cliff retreat with SLR from CoSMoS for the entire County
 - Review cliff erosion hazards from Pacific Institute and potentially recompute cliff erosion using updated methods and current SLR projections
- Shoreline Position and Beach Widths
 - Although shoreline position data and historic trends are available from the USGS, there is no data on beach widths. Furthermore, CoSMoS does not currently include shoreline position and projected shoreline change with SLR for the Mendocino County coast. Therefore, in the absence of available data, we recommend tabulating the major beaches in Mendocino County and categorizing them by morphological type (e.g., sandy dune-backed beaches, cobble and sand coves, creek and river mouth pocket beaches, etc.) and to estimate a general existing beach width for each type and then to estimate the future widths with SLR using existing methods developed and applied by ESA for various projects (e.g., a modified Bruun-type shore transgression). We may be able to compute baseline beach widths using data from a 2021 USGS study *Modeled Extreme Total Water Levels Along the U.S. West Coast* (Shope et al. 2021), which includes basic shore morphology parameters extracted from LiDAR data sets at 100-meter intervals along the U.S. West Coast (e.g., mean high water elevation and position and dune or cliff toe elevation and position). We may be able to compute beach width as the difference in position of the mean high water and the dune or cliff toe.
- Coastal Flooding and Wave Runup Hazards
 - Coastal inundation and flooding hazards are mapped by CoSMoS for areas south of the Garcia River (Point Arena) but have not yet been released for other areas of Mendocino County.
 - NOAA's SLR viewer is a "bathtub" model that projects tidal water levels onto the existing landscape and is available for the entire length of the County shore. The scenarios include the existing mean higher high water (MHHW) tide elevation, which is raised by SLR with one-foot increments up to 10 feet above existing MHHW. However, the data does not include

the effects of waves, storm surge, and erosion, and therefore not easily comparable to other methods and not useful for assessing vulnerabilities. In areas where the NOAA SLR Viewer data overlaps with the CoSMoS data, we may be able to compare the flood mapping to match NOAA SLR Viewer scenarios that best represent the CoSMoS mapping, and then apply those scenarios to the rest of the County. However, storm surge and wave setup associated with an extreme event can elevate the tides by over six to ten feet, which implies that the NOAA SLR Viewer may only have limited applications on sections of the shore that are exposed to large winter swells.

- We will gather and review the coastal flood hazard maps that were prepared as part of the Pacific Institute 2009 Study, which mapped the flood hazards for existing conditions and up to 5.6 feet of SLR. For this mapping, the Pacific Institute projected the total water level onto the topography, and so this represents a conservatively high calculation of the flood hazards. This would be a reasonable “first-cut” approach for assessing vulnerability of a large amount of geospatial asset data to SLR hazards.
- The FEMA coastal flood study completed for Mendocino County includes analyses of tidal still water levels and wave runup and flooding for existing conditions. These hazard areas would be adjusted using methods developed by ESA for the California Department of Water Resources and the Ocean Science Trust in the 2016 study *Relating Future Coastal Conditions to Existing FEMA Flood Hazard Maps Technical Methods Manual* (Battalio et al. 2016). These methods include simplified guidance to adjust FEMA base flood elevations both vertically and horizontally to account for potential magnification of wave runup with sea level rise as well as the increase in landward overtopping extents. ESA is currently collaborating with DWR to update the Technical Methods Manual and to conduct a pilot study with a goal of preparing advisory coastal floodplain maps for a community (to be selected) that would essentially show FEMA-like BFEs for existing and future conditions with SLR.
- We are able to leverage existing data from Shope et al. (2021), which includes storm surge, wave setup, and total water levels (i.e., the elevation of the wave runup or uprush). For this approach ESA would extract the computed dynamic water level (DWL) and the total water level (TWL) for non-storm and storm conditions (e.g., occurring with an annual exceedance probability of 0.01 or otherwise referred to as a 100-year return period). The data would need to be mapped on the shore by projecting the DWL onto the shore and computing wave hazard zone using standard coastal engineering methods outlined in FEMA mapping guidance to compute the bore extents. The results for existing conditions would need to be appropriately adjusted for SLR using methods such as those developed by ESA for the “Technical Methods Manual” (i.e., Battalio et al. 2016).

Vulnerability and Risk Assessment

After completing the analysis using existing modeling tools, our team will conduct a risk assessment by using a combination of GIS tools and scripts, which we have developed for other similar studies, and engineering assessment and judgment, including input from SHN for asset prioritization and the primary failure pathways for key facilities. We will apply existing vulnerability and risk assessment frameworks to conduct the work.

Asset categories such as residential and commercial developments, critical infrastructure, transportation networks, ecosystems, and habitats will be assessed, with consideration given to social vulnerability factors. We will largely rely on existing and readily available data sets, preferably in GIS-compatible format. Because social factors influence a community's adaptive capacity or ability to prevent or recover from a climate change-related event, we will also assess social determinants of health within the County. These determinants, such as race and ethnicity, age, gender, economic stability (e.g., cost of living, access to living wage), education level, housing and transportation options, and physical and economic access to critical services, will be evaluated by leveraging existing data such as demographic information and indices (e.g., CalEnviroScreen, the Centers for Disease Control and Prevention's Social Vulnerability Index, and the Council on Environmental Quality's Climate and Economic Justice Screening Tool). Additionally, our team will consider the vulnerability of key developments, Highway 1, railroad tracks, residential areas, and segments of the California Coastal Trail, both with and without existing protective measures.

Central to our assessment of risk is an understanding of the vulnerability of each asset type. Where information exists and budget allows, this approach may entail translating hazard exposure into potential damages or direct impacts by establishing clear relationships between hazard likelihood, severity, and consequences across varying levels of impact. Where possible, the focus will be on generating consistent risk metrics that facilitate the comparison of risks across different hazards and asset types, enabling effective ranking and prioritization. These results will serve as vital inputs for the development of a resilience strategy and the identification of adaptation options.

The vulnerability and risk assessment will include the following:

- Prioritization of risks to community resources, infrastructure, critical ecosystems, and habitat.
- Consideration of coastal access, tribal cultural resources, and groundwater resources.
- Evaluation of vulnerability using numeric scores that will be assigned to exposure, sensitivity, and adaptive capacity of assets.
- Identifying a preliminary prioritization of assets at risk from SLR that will guide adaptation efforts.

The draft SLR Analysis and Risk Assessment will be shared with stakeholders and reviewed by Coastal Commission staff for feedback. The consultant will incorporate comments as necessary.

Draft Sea Level Rise Baseline Policies

Also, part of this task will be an initial effort to gather information on the SLR baseline policies. As most of the policy development will be initiated in Task 4, the effort under Task 3 will be high level, data gathering, and identification of likely policies that are relevant from example projects.

Task 3 Deliverables

- Draft and Final Sea Level Rise Analysis and Risk Assessment
- Draft SLR Baseline Policies

Task 3 Assumptions

- The coastal hazards analysis will leverage existing data and may be augmented with other information and methods within the available budget. In the event that new data is released after completion of the task, our team can update the maps and analyses as additional services.
- County staff will provide input on the criticality ranking of facilities and assets.
- We will submit a revised final SLR Analysis and Risk Assessment within four weeks of receipt of one set of written, non-conflicting comments from the County's review of the draft SLR Analysis and Risk Assessment.

Task 4: Sea Level Rise Resilience Strategy and Policy Development

This task will implement the Stakeholder Outreach and Public Engagement strategies outlined in Task 2, and will develop initial resilience strategies to address the vulnerabilities and risks identified in Task 3.

The ESA team will work with County staff to plan for and facilitate up to six (6) stakeholder planning sessions, to solicit feedback from stakeholder groups as described in Task 2, including public agencies and special districts, Native Tribes, State Agencies, landowners, and environmental advocacy groups.

The ESA team will coordinate and host these meetings, with County staff providing input on potential stakeholders and contact information as necessary. ESA assumes that up to four stakeholder meetings would be held virtually and up to two would be in-person (or hybrid). The ESA team will structure the sessions so that they result in a list of prioritized adaptation project concepts for inclusion in the final SLRRS, with a focus on nature-based solutions and benefits to community resiliency. As part of the stakeholder sessions, the ESA team will provide the results of the online survey (developed in Task 2) for project stakeholders to submit adaptation project concepts and to further publicize the survey to increase public participation.

In addition to the stakeholder meetings, the ESA team will assist County staff in conducting up to five (5) in-person (or hybrid) and one (1) virtual public workshop, with at least one (1) workshop to be held in or near the cities of Fort Bragg and Point Arena and

the towns of Mendocino, Gualala, and Westport. To streamline County staff and ESA team preparation and workshop facilitation, the ESA team will endeavor to schedule the workshops to occur sequentially, clustered within the same time period, and coordinated with the City of Fort Bragg's SLR Resilience Strategy Effort. The workshops will be structured to both provide project information (including an overview of the project and its goals and a summary of the SLR Analysis and Risk Assessment Memorandum) as well as solicit feedback through in-person discussions and interactive activities. The discussions and activities will allow the public to assess potential adaptation project concepts by introducing assets in need of protection, adaptation priorities, and other essential information to inform the Final SLR Resiliency Strategy. The ESA team will support County staff's efforts to advertise workshop announcements by providing text and graphics for County staff to broadcast to existing stakeholder lists, County websites, and announcement avenues and to collect contact information of participants interested in future engagement. The goal of these workshops is to maximize the community partnership in identifying feasible and realistic resilience strategies. ESA maintains a database of SLR adaptation options available to and in use by coastal communities across the United States. We anticipate presenting a tailored list of potential strategies to the community to which they can respond and participate in refining, advancing, or abandoning specific concepts. In developing these potential strategies, we will also draw upon our experience with nature-based solutions, including those ESA developed for the *Natural Infrastructure Guidelines*, which informed the State of California's 4th Assessment of Climate Change.

Task 4 Deliverables

- Up to five (5) public workshops and up to six (6) stakeholder planning sessions, either in person, virtually, or hybrid as described within the Task 4 scope, with the following items for each workshop/session:
 - Presentation materials and handouts (e.g., PowerPoint slides, maps)
 - Meeting Agendas and minutes
 - Sign-in sheets for in-person and hybrid events
- Stakeholder contact list
- Compiled outreach materials (i.e., results of interactive activities and submitted public feedback)

Task 4 Assumptions

- County staff will advertise the workshops and stakeholder planning sessions through County websites, social media accounts, and e-newsletters using text and materials drafted by ESA.
- The presentation materials will be substantially similar for the respective stakeholder and public meetings. The meetings will be clustered in time to coordinate the preparation of materials and staff resources as much as possible.
- This scope only assumes that the ESA team would facilitate and attend the

stakeholder meetings described in the Task 4 Deliverables. Additional stakeholder or public meetings or outreach event attendance (e.g., attendance at a pop-up tabling event) would be optional tasks for a separate cost.

- All efforts will be made to find no-cost venues for in-person or hybrid meetings and workshops. This scope does not assume the cost of rental fees or other fees for any meeting/workshop venues.

Task 5: SLR Resilience Strategy Initial Draft

Following both the public outreach and stakeholder planning sessions, ESA will assist County staff with synthesizing the information developed in Tasks 1 through 4 to develop the Initial Draft SLR Resilience Strategy (Initial Draft Strategy). The Initial Draft Strategy will describe baseline and existing conditions of the coastal zone, including identified community resources, important habitat and ecosystems, existing critical infrastructure, recreational assets such as the California Coastal Trail and other coastal access segments/assets, groundwater resources, and other assets at risk of impact from SLR. The Initial Draft Strategy will incorporate the public input received during the public outreach and stakeholder planning sessions.

The Initial Draft Strategy will also present the methodology for and the results of the SLR Analysis and Risk Assessment, including anticipated SLR impacts. As part of this task, ESA will develop a catalog of potential adaptation projects, using the risk assessment framework to prioritize projects for future project development. The Initial Draft Strategy will evaluate the feasibility and effectiveness of various proposed protection, accommodation, and retreat strategies, including nature-based adaptation strategies. ESA assumes one round of review and comments on the Initial Draft Strategy, to result in the Draft Strategy. ESA will also coordinate with County staff to submit the Draft Strategy to Coastal Commission staff for review and comment, with up to one round of edits to incorporate Coastal Commission staff comments as necessary. Upon completion, ESA will coordinate with County staff to provide the Draft Strategy to all interested stakeholder groups and the public for review and comment, likely by email notification and website publishing.

Task 5 Deliverables

- Initial Draft and Draft SLR Resiliency Strategy

Task 5 Assumptions

- County staff will distribute draft documents for review and will consolidate and deconflict all comments before sending to ESA for incorporation into the draft documents. ESA assumes one round each of County staff and Coastal Commission staff review and comments for ESA to incorporate into the Draft Strategy.

Task 6: Preparation of SLR Policy Document

Based on the reports and input produced in Tasks 3 and 4, ESA will prepare draft policies to be used by County staff in updating the Mendocino County Local Coastal Plan (LCP) to address SLR hazards. ESA will prepare an update to relevant sections of the Mendocino County Coastal Element Section 3.4 (Hazard Management) that incorporates a narrative on the SLRRS and a preliminary set of draft Hazard Management policies that address SLR. ESA will coordinate with County staff to consider updates to other relevant portions of the LCP to address SLR as identified within this scope, including Appendix 3 of the Coastal Element (Geotechnical Evaluation Requirements) and the related Hazards Map and Coastal Zoning Code Section 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards – Evaluation and Supplemental Application Information). ESA will use the latest versions of California Coastal Commission guidance documents, in addition to best practices and examples from other California coastal jurisdictions and information from stakeholder and public outreach to inform the draft policies. ESA assumes one round of County staff review and comment on initial draft policy language, for ESA to incorporate into a revised draft policy document.

ESA will coordinate with County staff to facilitate the submittal of the draft policies and (if applicable) geotechnical evaluation requirement updates first to the Coastal Commission for staff review and comment (to align with LCP- 23-09 Task 3.1), with one round of revisions per County staff direction to ESA on Coastal Commission staff's suggested modifications. ESA will then work with County staff to support County staff's presentation of the draft policies at two public meetings for public review and comment. The public meetings would be either two hybrid/virtual public meetings or one hybrid meeting each of the County Planning Commission and the Board of Supervisors. ESA staff will support County staff in preparing for Planning Commission or Board meetings or hearings by reviewing sections of the draft staff report (if necessary), drafting presentation materials using previously prepared text and graphics, and by attending the meeting to assist County staff in responding to questions.

Following the public meetings, ESA will index and prepare responses to the public comments (categorized by comment themes) and will amend the draft SLR policies as needed to incorporate the appropriate feedback and direction. ESA will then prepare the Final SLRRS and the final draft policy language. ESA will support County staff's presentation of the Final SLRRS to the Board for adoption by reviewing sections of the draft staff report (if necessary), drafting presentation materials using previously prepared text and graphics, and by attending the meeting virtually to assist County staff in responding to questions. The final SLRRS will serve as the roadmap for Mendocino County's future SLR adaptation and can be used to support future funding applications for planning, design, and implementation of SLR adaptation projects. This scope assumes that County staff will incorporate the final draft policy language into a subsequent future LCP update, to be prepared by and delivered through the County adoption and Coastal Commission certification processes by County staff.

Task 6 Deliverables

- Draft LCP Amendment language addressing SLR hazards, to include:

- Coastal Element Section 3.4 Hazards Management policies and Appendix 3 Geotechnical Evaluation Requirements
- Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards – Evaluations and Supplemental Application Information)
- Draft and Final Mendocino County SLRRS
- Two (2) public meetings, either hybrid/virtual or before the Planning Commission or the Board of Supervisors to present the draft SLRRS and draft policies.

Task 6 Assumptions

- County staff will provide Word documents of the LCP sections to be updated.
- This effort does not include updates to specific plans, planning documents, or maps other than those described here or references to the sections being updated in other sections of the LCP.
- County staff will consolidate and deconflict all comments before sending to ESA for incorporation into the draft documents. ESA assumes one round each of County staff and Coastal Commission staff review and comments for ESA to incorporate into revised draft policy documents.
- County staff will be responsible for ensuring that the draft policy documents align with other applicable County plans and planning efforts.

Schedule

The table below is a graphically represented schedule provide the *estimated* project schedule corresponding to each task described. Because the SLR analysis and policy development will be an integral part of the County’s subsequent LCP Amendment in accordance with the LCP grant terms, the SLR Resilience Strategy will be completed by October 31, 2025.

Preliminary schedule and timeline of work and deliverables

Task 1. Existing Conditions Analysis and Inventory Memorandum	7/8/24 – 9/30/24 (3 months)
Project initiation and kickoff meeting	On or around 7/8/2024 (1 hour)
Draft Existing Condition Analysis and Technical Memorandum	7/8/24 – 8/30/24 (2 months)
Final Existing Condition Analysis and Technical Memorandum	9/1/24 – 9/30/24 (1 month)
Task 2. Stakeholder Outreach and Public Engagement	8/1/24 – 4/30/25 (4 months; intermittent)

Prepare public engagement toolkit (combined with Task 4)	8/1/24 – 9/30/24; 1/1/25 – 2/28/25 (4 months)
Stakeholder Meetings (general stakeholders and directly with Caltrans)	9/1/24 – 9/30/24 (1 month)
Task 3. Sea Level Rise Analysis and Risk Assessment	9/1/24 – 1/30/25 (5 months)
Draft Sea Level Rise Analysis and Risk Assessment	9/1/24 – 11/30/25 (3 months)
Final Sea Level Rise Analysis and Risk Assessment	12/1/25 – 1/30/25 (2 months)
Task 4. Sea - Level Rise Resiliency Strategy and Policy Development	1/1/25 – 4/30/25 (4 months)
Public workshops	3/1/25 – 3/31/25 (1 month)
Stakeholder planning sessions	4/1/25 – 4/30/25 (1 month)
Task 5. Sea Level Rise Resilience Strategy Initial Draft	3/1/25 – 6/30/25 (4 months)
Initial Draft SLR Resiliency Strategy	3/1/25 – 5/31/25 (3 months)
Draft SLR Resiliency Strategy	6/1/25 – 6/30/25 (1 month)
Task 6. Preparation of Sea Level Rise Policy Document	6/1/25 – 10/30/25 (5 months)
Draft LCP Amendment Language	6/1/25 – 8/30/25 (3 months)
Public meetings	9/1/25 – 9/30/25 (1 month)
Revised Draft LCP Amendment Language and Final SLR Resiliency Strategy	10/1/25 – 10/30/25 (1 month)

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

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

Sea Level Rise Resilience Plan & Strategy		Principal Consultant 3	Managing Consultant 3	Managing Consultant 4	Principal Consultant 5	Managing Consultant 2	Senior Consultant 3	Associate Consultant 3	Senior Consultant 5	Staff Engineer Consultant 6	ESA TOTALS		SUB-CONSULTANTS COST				Incidentals	Total Project Costs	
		Task #	Task Name / Description	ESA Total Hours	ESA Total Labor Cost	Arup	Planwest Partners	SHN	Totals										
1	Existing Conditions Analysis and Inventory Memorandum	4	8	8	0	0	8	8	16	20	72	\$ 14,936.00	\$ 11,219.00	\$ -	\$ 10,500.00	\$ 21,719.00	\$ -	\$ 36,655.00	
2	Stakeholder Outreach and Public Engagement	2	8	4	0	0	8	0	0	0	22	\$ 4,962.00	\$ -	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ 25,962.00	
3	Sea-Level Rise Analysis and Risk Assessment	1	8	26	0	0	5	6	36	66	148	\$ 30,279.00	\$ 31,828.00	\$ -	\$ -	\$ 31,828.00	\$ -	\$ 62,107.00	
4	Sea-Level Rise Resilience Strategy and Policy Development	2	48	40	8	16	16	12	8	0	150	\$ 34,850.00	\$ 8,799.00	\$ 31,432.00	\$ -	\$ 40,231.00	\$ 3,042.00	\$ 78,123.00	
5	Sea-Level Rise Resilience Strategy Initial Draft	8	16	8	0	16	16	12	16	0	92	\$ 20,056.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,056.00	
6	Preparation of Sea-Level Rise Policy Document	48	84	0	70	0	0	0	0	0	202	\$ 54,846.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,846.00	
Total Hours		65	172	86	78	32	53	38	76	86	686								
Total (\$) Amount		\$ 17,225.00	\$ 40,248.00	\$ 22,016.00	\$ 25,038.00	\$ 6,752.00	\$ 10,176.00	\$ 6,232.00	\$ 17,708.00	\$ 14,534.00	\$ 159,929.00	\$ 51,846.00	\$ 52,432.00	\$ 10,500.00	\$ 114,778.00	\$ 3,042.00	\$ 277,749.00		

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov






D202300556_ESA SLR \$277749 12-31-25

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Annakaren Larriva (alarriva@esassoc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIDMTDJ2ujpH7vVm5Udm0Q_RQ4a2-5SX9

"D202300556_ESA SLR \$277749 12-31-25" History

-  Document created by Annakaren Larriva (alarriva@esassoc.com)
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-  Document emailed to Christie Beeman (cbeeman@esassoc.com) for signature
2024-08-06 - 7:13:51 PM GMT
-  Email viewed by Christie Beeman (cbeeman@esassoc.com)
2024-08-06 - 8:57:20 PM GMT- IP address: 149.20.203.139
-  Document e-signed by Christie Beeman (cbeeman@esassoc.com)
Signature Date: 2024-08-06 - 9:00:02 PM GMT - Time Source: server- IP address: 149.20.203.139
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