

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **CLIFTON ENVIRONMENTAL, LLC**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its environmental consulting services for the Wildfire Community Resilience Project; 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:

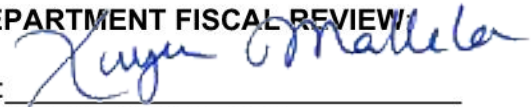
Exhibit A	Scope of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Federal Provisions
Attachment 1	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions
Attachment 2	Certification Regarding Lobbying

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 March 31, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Ninety-Nine Thousand Five Hundred Eleven Dollars and Ninety-One Cents (\$399,511.91) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW

By: 
DEPARTMENT HEAD

Date: 04/21/2026

Budgeted: Yes No
Budget Unit: 2910
Line Item: DR-862189-DR506
Org/Object Code: DR-862189-DR506
Grant: Yes No
Grant No.: BRIC22-PA01908


COUNTY OF MENDOCINO

By: 
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: 05/05/2026

ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 05/05/2026

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: 
Deputy 05/05/2026

INSURANCE REVIEW:

By: 
Risk Management

Date: 04/21/2026

CONTRACTOR/COMPANY NAME

By: 
SIGNATURE

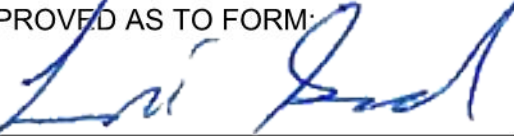
Date: 04/21/2026

NAME AND ADDRESS OF CONTRACTOR:

Clifton Environmental, LLC
6264 N State Street
Ukiah, CA 95482
(707) 272-9094

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: 
COUNTY COUNSEL

Date: 04/21/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 04/21/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

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

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY 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.

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

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

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

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

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

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

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Xuyen Mallela

To CONTRACTOR: CLIFTON ENVIRONMENTAL, LLC
PO Box 5
Calpella, CA 95418
Attn: Estelle Clifton

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in

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

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$399,511.91 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

SCOPE OF SERVICES

I. Background Information

- A. The Sherwood Corridor is one of the most significant areas of concern for both Mendocino County emergency officials, CAL FIRE, and the local community. The lack of ingress/egress routes, density of development, and topography and fuel loading all contribute to this assessment and emphasize the importance of hazard mitigation within the community. The County of Mendocino has been awarded funding through Building Resilient Infrastructure and Communities Program (BRIC) to increase fire resiliency by creating defensible space around critical facilities and hazardous fuels reduction in the Brooktrails Township, Sylvandale, Spring Creek and the Gates, the more densely populated neighborhoods on the Sherwood Corridor in Willits, CA.
- B. The Wildfire Community Resilience Project (Project) will reduce wildfire risk, protect essential infrastructure, and improve evacuation safety for Brooktrails Township and surrounding communities in Mendocino County.
 1. This Project will create defensible space around critical facilities: the Brooktrails Fire Department, the Brooktrails Township Community Services District offices, Sherwood School, Willits Municipal Airport, and the Lake Ada Rose and Lake Emily drinking water reservoirs with associated treatment facilities. Protection of these assets is essential to support this rural population who must otherwise travel via Sherwood Rd to access resources in the City of Willits and who can easily become isolated during a catastrophic wildfire. As such, this Project will conduct vegetation management along the Sherwood corridor and internal Brooktrails roads to ensure clear and safe passage for evacuations during fire events and other natural disasters.
 2. This Project involves coordinated outreach and proficient communication among the key stakeholders and team members to produce excellent deliverables on time. This Scope of Services is predicated on the anticipation that focused surveys and the fuels treatment prescription will be narrowed down to approximately 2,000 acres. This assumption is based on the proposed project work described to treat up to 1,025 acres and the much larger mapped project area (pages 9 and 53 respectively of Request for Proposal No. 039-25).
 3. Together with the Project Timeline further below, the Scope of Services comprises a straightforward general schedule of tasks from initiation through permit approval and contractor bid development. CONTRACTOR will coordinate with the COUNTY and the entire project team to see that the

work plan is comprehensive and clear and will ensure tasks are on track to completion on time.

II. Task One (1): Project Initiation and Coordination

- A. Task 1.1 – Project Initiation. Upon contract execution, CONTRACTOR will complete task orders with the subcontracting team members, tied to existing master service agreements and their insurance requirements. CONTRACTOR will conduct a kick-off meeting with the COUNTY project manager for this Project to ensure alignment on the project scope, objectives, and timelines. The team will review project goals, deliverables, and any tasks that need immediate attention. CONTRACTOR and the COUNTY will establish communication protocols, reporting structures, and expectations for collaboration. The project initiation meeting will help identify high-priority areas to begin landowner outreach for the most critical areas in preparation for early 2026 surveys. The meeting will serve as a platform to address any initial questions or concerns and ensure that all parties have a clear understanding of their responsibilities moving forward. This kick-off meeting may occur virtually or in person at either CONTRACTOR's office in Calpella or the COUNTY's office.
- B. Task 1.2 – Project Coordination. CONTRACTOR's staff will develop a detailed work plan addressing roles, deliverables, and project controls. Coordination with COUNTY includes Task 4.2 (Determine CEQA Pathway), monthly invoices, progress reports as required by the Federal Emergency Management Agency, Building Resilient Infrastructure and Communities (FEMA BRIC) program, and deliverables including any meeting agendas and notes. CONTRACTOR will establish and seek MBE/WBE eligibility. Coordination with other key stakeholders are detailed in subsequent Tasks and Sub-Tasks.

III. Task Two (2): Design Fuel Treatment Plan

- A. Task 2.1 – Project Scoping. CONTRACTOR recognizes that a roughly 16,500-acre project area is mapped in Request for Proposal No. 039-25 (RFP), the Brooktrails Township parcels encompass approximately 2,766 acres based on GIS data, and the RFP Background Information states that up to 1,025 acres of vegetation reduction will occur. Project scoping will consist of focusing the treatments to the three targeted, priority areas: public lands, critical infrastructure, and evacuation routes, which are anticipated to be much less than the full Project area mapped in the RFP. This proposal is based on an anticipated 2,000-acre treatment plan proposal. CONTRACTOR can adjust the project scope if COUNTY deems an alternative acreage assumption is required.
1. Concurrently with Task 4.1 (Biological Scoping), CONTRACTOR will begin mapping and analyzing existing information in the Project area. This includes roads and the priority areas for hazardous vegetation treatment: public lands surrounding Brooktrails homes, critical infrastructure, and

evacuation routes. Some of this data may be requested from the COUNTY or key stakeholders, and other data CONTRACTOR maintains in its servers or is publicly available. CONTRACTOR's team of Registered Professional Forester(s) (RPF) and designees will conduct reconnaissance surveys to determine treatment feasibility and approach.

- B. Task 2.2 - Coordinate with local agencies and fire protection entities. CONTRACTOR will have on-going discussions with CAL FIRE, the Brooktrails Township, and the Brooktrails Fire Department to develop a comprehensive fuels treatment plan. Utilizing the RFP's Background Information and conferring with the fire protection entities on their goals, CONTRACTOR will narrow down field survey efforts. As detailed field survey data is collected, CONTRACTOR and stakeholders will continue to discuss the scope of the treatment plan and the data sets created.
- C. Task 2.3 - Develop project description. CONTRACTOR will pull on its experience with designing vegetation treatment plans, implementing operations, and seeing first-hand the results of prescribed fuel reduction work in Mendocino County. CONTRACTOR will review all data collected, including sensitive biological and cultural resources, sensitive receptors, slope and geology, invasive species, and landowner access. CONTRACTOR will coordinate with the COUNTY on the project description and map to ensure that the project aligns with the COUNTY's objectives.

IV. Task Three (3): Landowner Outreach

Outreach to landowners for access agreements will be a time-consuming activity, but is an important initial step to conduct comprehensive California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) analysis and prescription development of the proposed project. The mapped Project area on page 53 of the RFP is wide- approximately 16,500 acres, however in this proposal, it is anticipated that the treatment plan will be narrowed down to roughly 2,000 acres. Task 3 (Landowner Outreach) and subsequent tasks are based on this assumption.

- A. Task 3.1 - Coordinate with partners and stakeholders. CONTRACTOR will confirm immediately where landowner access agreements already exist and which parcels in the project area lack them. CONTRACTOR will work with the key stakeholders, including CAL FIRE, Brooktrails Fire Department, the Brooktrails Township, the Sherwood School, Sherwood Valley Band of Pomo Indians, and the Willits Municipal Airport, if necessary, to assist with outreach to landowners. CONTRACTOR has templates of letters to landowners requesting access for surveys and/or project implementation.
 - 1. The initial effort to contact landowners will be by mail. If desired, and as time permits, CONTRACTOR will be available to plan and facilitate a public

meeting in collaboration with the County of Mendocino, Brooktrails Township, and/or Brooktrails Fire Department to discuss the project with community members and request landowners to sign access agreements in-person. To carry this out, CONTRACTOR will work closely with the Brooktrails Township administration to determine the venue, date, and time. CONTRACTOR will work with the COUNTY and Brooktrails Township leadership to draft a simple agenda and facilitation outline for that meeting. Utilizing personal networks, the Brooktrails Township communication channels (i.e. email listserv, bulletin boards), and the Willits Weekly, CONTRACTOR will publicize the community meeting.

2. Contacting private landowners along the evacuation routes of Brooktrails Township, such as the main throughways of Sherwood Road, Primrose Drive, Goose Road, and Poppy Drive, and on the proposed roadside fuel reduction area along the Sherwood corridor will be prioritized. Landowners around the critical infrastructure including the Brooktrails Fire Department, Brooktrails Community Services District offices, Sherwood School, Willits Municipal Airport, Lake Ada Rose, Lake Emily, and Davis Creek Reservoir will also be prioritized.
- B. Task 3.2 - Follow-Up Outreach. After an initial communication effort to landowners, after two (2) weeks, CONTRACTOR will reach out again to landowners who were not responsive. This will include phone calls if numbers are available and knocking on doors. CONTRACTOR will utilize the best available contact information from the Brooktrails Township, Parcel Quest, or the County of Mendocino, as well as personal contacts who have connections to the landowners. All outreach communications and responses will be tracked in ArcGIS, which can also be exported to an Excel spreadsheet for ease of shareability with key stakeholders. Follow-up outreach will be performed by key personnel with extensive experience approaching landowners without prior notice, and who are able to communicate the Project scope and benefits.
- C. Task 3.3 - Secure rights of entry and permits. CONTRACTOR will assist the COUNTY in collecting and taking an inventory on signed access agreements acquired. This information will inform CONTRACTOR staff of where field surveys can occur. It is anticipated that many parcels in the Brooktrails Township, which are vacant and have landowners residing out of the area, may require follow-up mailings. CONTRACTOR recognizes that private landowners are often resistant to allowing property access. Considering the Brooktrails Township owns over 2,000 acres, field surveys may commence on the district's ownership in early spring even if limited private landowner access agreements have been acquired.

V. Task Four (4): Environmental Review Analysis

- A. Task 4.1 - Biological Scoping. Prior to reconnaissance and focused surveys, environmental review (i.e. CEQA/NEPA analysis), and treatment plan development, require scoping and database searches for vegetation types, sensitive natural communities, special-status plants and wildlife, and wetlands and watercourses. CONTRACTOR staff in collaboration with the consulting biologist and the certified botanist on the team will perform a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society Inventory of Rare and Endangered Plants of California, and U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) for the quadrangles containing and surrounding the project's footprint. If the California Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR) is determined to be the appropriate CEQA pathway for this project, scoping will include the review of sensitive natural communities and special-status plant and wildlife species in the Northern California Coast and Northern California Coast Ranges tables in the CalVTP PEIR. CONTRACTOR will utilize available GIS data to assist in narrowing this scoping, including the National Wetlands Inventory, California Department of Fish and Wildlife (CDFW) California Wildlife Habitat Relationships System (WHRS), and the United States Geological Survey (USGS) Web Soil Survey, just to name a few.
- B. Task 4.2 - Determine CEQA pathway: In the early stages of scoping for sensitive resources within the project area, CONTRACTOR will assist the COUNTY in selecting the most appropriate CEQA pathway. The RFP lists the CalVTP PEIR as the anticipated environmental review process, which permits various agencies as the lead agency. If the CalVTP PEIR is the best option, CONTRACTOR will work with the COUNTY to determine which lead agency is most convenient/appropriate, which may include CAL FIRE, Mendocino County Resource Conservation District (MCRCD), or the COUNTY. CONTRACTOR is abreast of the Board of Forestry's update to the 2019 CalVTP PEIR and the current litigation of the CalVTP PEIR, including aspects of the Superior Court decision regarding the use of the CalVTP for chaparral treatments.
1. Should the CalVTP Project-Specific Analysis (PSA) approach be chosen, CONTRACTOR will include the entire project area as mapped with the breadth of treatment activities. CONTRACTOR will conduct focused surveys (i.e. archaeology and biology) on the priority areas identified by the COUNTY such that they have satisfactory CEQA review under the CalVTP. Within the greater project area, future treatment units can be designed, receive focused surveys (under oversight of the lead agency), and be ready for funding as part of this Project's CalVTP PSA.
 2. If the COUNTY and CONTRACTOR determine that the CalVTP PSA is not the best environmental review process for this Project, CONTRACTOR shall

assist COUNTY in determining alternative CEQA pathways. CONTRACTOR is prepared to utilize an initial study mitigated negative declaration of impacts (IS/MND) to meet CEQA or design appropriately scaled projects that qualify for Notices of Exemption.

3. CONTRACTOR will track all documents and technical requirements to coordinate the consulting technicians, archaeologist(s), botanists, and biologist through all subsequent tasks.
- C. Task 4.3 - Coordinate with FEMA for Environmental Historic Preservation (EHP) assessment needs. CONTRACTOR will ensure that all documentation necessary to meet federal environmental compliance requirements are completed. CONTRACTOR will obtain a FEMA contact from the COUNTY or reach out to the Federal Environmental and Historic Preservation Review program to request the EHP assessment checklist or template(s) and confirm all technical requirements. CONTRACTOR staff will stay in communication with the agency point of contact to ensure all environmental review documents requested are completed.
- D. Task 4.4 - Contract a professional archaeologist. CONTRACTOR will conduct a survey and report for the cultural review of the project. CONTRACTOR will coordinate the project scope, objectives, timelines, and responsibilities.
1. CONTRACTOR will conduct background research and a literature review. A records search at the California Historical Resources Information System, Northwest Information Center (NWIC) will be conducted. The purpose of the archival research is to identify previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-mile radius of the project area. In addition, the ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area.
 2. CONTRACTOR will perform tribal engagement. Tribal engagement is vital because federal and state laws require consultation with Tribes. It also ensures that historic preservation decisions reflect the knowledge, values, and cultural authority of the Tribal Nations most connected to the places affected. CONTRACTOR will submit a letter to the Native American Heritage Commission (NAHC) requesting a review of the Sacred Lands File. The State Lead Agency is responsible for initiating consultation with local tribes. CONTRACTOR will engage with Valerie Stanely, Tribal Historic Preservation Officer with the Sherwood Valley Band of Pomo Indians, to inform her of the project and to solicit the Tribe's input regarding cultural or tribal resources present within the project area. A tribal representative will be invited to engage in the field survey. Comments and information provided by the Native American community and government agencies will be provided in the draft and final reports.

3. CONTRACTOR will conduct an on-site field reconnaissance of the project area. The project area(s) will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established federal standards, maximum transect spacing shall not exceed 25 meters. Any artifacts or cultural materials identified will be logged in the field. No materials will be collected during field work.
 4. CONTRACTOR will prepare an Archaeological Survey Report (ASR) in accordance with the standard guidelines in Archaeological Resource Management Reports. The ASR will include a summary of the identification efforts undertaken in the study, consultation with relevant agencies, tribes, and local governments, a summary of archaeological methods and findings, and make preliminary recommendations for the appropriate treatment and/or evaluation of resources. The ASR will be sufficient to satisfy the requirements defined in CEQA and Section 106.
- E. Task 4.5 - Focused field surveys: CONTRACTOR's field survey team will conduct focused surveys for biological resources within the project area. Resources to be identified and mapped include habitat types, wetlands, wet areas, watercourses, suitable habitat for special-status plants and wildlife, invasive species, and geologically unstable areas. Focused protocol level floristic plant surveys will be carried out, and both the early and late season blooming windows will be covered. Protocol-level wildlife surveys will also be carried out. While the CalVTP PEIR permits deferring focused surveys, an effort will be made to identify the project treatment units in time for seasonally appropriate biological field surveys. Surveyors will conduct investigations on foot and utilize ATVs where appropriate.
1. Infrastructure, including roads, public utilities, built structures, fences, and gates will also be mapped. This geospatial information will inform treatment plan design as well as be useful in the Project's implementation phase.
- F. Task 4.6 - Analysis and documentation: CONTRACTOR will carry out the environmental review analysis and detail the best management practices and mitigations to be carried out. Under the CalVTP PIER, this will take the form of a Project Specific Analysis (PSA) with Standard Project Requirements (SPRs) and Mitigation Measures (MMs). Recommendations will be made regarding time restrictions on certain treatment activities to avoid seasons of sensitivity for special-status wildlife, to avoid impacts to special-status plants, and to avoid impacts to sensitive natural communities.
1. CONTRACTOR will provide a professional opinion regarding the level of significance of each of the CalVTP PEIR areas of impact. If the impact is expected to be substantially more severe than the impact identified in the

PEIR, then CONTRACTOR shall provide a professional opinion on how that impact can be reduced or mitigated. CONTRACTOR will also assess whether each of the PEIR-identified areas of impact are within the scope of this project, as well as identify any new project-specific impacts that were not identified in the PEIR.

2. Documentation anticipated to be completed as attachments to the PSA include a Biological Resources Assessment Report, Greenhouse Gas Emissions Analysis, agency consultation notifications, and required maps. Substantial evidence will support the professional opinions reached. The PSA will include references to portions of the PEIR and any scholarly articles or peer-reviewed research to provide facts needed as substantial evidence. CONTRACTOR will produce all documentation necessary to meet both state and federal environmental compliance. Whichever CEQA pathway is used, CONTRACTOR will provide the information necessary to inform a FEMA EHP analysis for NEPA.
3. A GIS database of the treatment plan, vegetation types, wetlands and watercourses, geological features, infrastructure including roads, built structures, and fences, and observed special-status species will be provided to the COUNTY.

VI. Task Five (5): Develop Contractor Bid Documents

- A. Task 5.1 – Documentation: CONTRACTOR will have confirmed the final draft of the fuel treatment plan during Task 2.3 in coordination with the COUNTY. Following Task 4.6 (completion of environmental review), CONTRACTOR will create the final treatment prescription(s) with approved best management practices (BMPs) and/or mitigations. CONTRACTOR staff will then create a comprehensive Scope of Work (SOW) to solicit qualified contractors to perform home hardening, fuels reduction, grazing, and invasive species reduction activities.
 1. A comprehensive and clear SOW will be developed to ensure the necessary treatment specifications and accompanying BMPs will be fulfilled and enforceable by specific implementation contractors for Phase II of the Project. CONTRACTOR will coordinate closely with the COUNTY on determining SOW preferences for combining solicited services versus what might best be broken into a separate contract.

VII. Personnel

- A. Project Lead – Registered Professional Forester (RPF) and Botanist will oversee the project, supervise the project team and participate in all aspects of the project. They shall be responsible for carrying out the Scope of Services, bringing expertise in stakeholder communications, to fuels treatment plan

design, CEQA/NEPA analysis and documentation, and development of contractor bids. It is estimated that Project Lead will spend an average of six (6) hours per week on project tasks from February through December 2026.

- B. Project Manager will assist the Project Lead in conducting meetings and coordinating with all stakeholders and personnel, supporting landowner outreach efforts, compiling and interpreting data, development of environmental review documentation, and overall project organization. They are responsible for ensuring necessary reports and documentation are submitted to the COUNTY. It is estimated that the Project Manager will spend an average of seven (7) hours per week on project tasks.
- C. Biologist will perform biological scoping, survey design, biological surveys, and contribute to CEQA/NEPA analysis and documentation. The bulk of their project hours will occur during the seasonally appropriate field survey months, February through July 2026, when an average of nine (9) hours per week is anticipated.
- D. Certified Botanist - the Certified Botanist is also an RPF and pest control advisor (PCA). Tasks they will oversee include botanical scoping, survey design, floristic surveys. They will assist with CEQA/NEPA analysis and documentation and with fuels treatment plan design, including potential prescriptions for the treatments of invasive species. The Botanists and the Botanist Technicians will be primarily tasked with floristic surveys. The bulk of their project hours will occur during the seasonally appropriate field survey months, March through July 2026, when an average of ten (10) hours per week is anticipated.
- E. Archaeologist Lead, and their team, will perform Task 4.4 records search, field surveys, and Archaeological reports for CEQA/NEPA compliance. It is anticipated that the archaeology team will spend an average of seventy (70) hours per week on project tasks from May through August 2026.
- F. Forestry Technicians I, II, III will assist with project scoping, including the immediate identification of the project area, landowner outreach, and field reconnaissance and documentation. Forestry Technicians may be invited to assist with prescription design and CEQA/NEPA analysis and documentation tasks. Key technicians (such as Shepard and Coleman) will assist in preparing the contractor bid materials. Forestry Technicians will spend an average of fourteen (14) hours per week on project tasks from February through December 2026.

VIII. Project activities will be completed by December 26, 2026.

[END OF SCOPE OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR for satisfactory provision of services as defined in Exhibit A, Scope of Services, and according to the budget defined below:
 - A. The total budget for this Project is Three Hundred Ninety-Nine Thousand Five Hundred Eleven Dollars and Ninety-One Cents (\$399,511.91) to support personnel and travel, as well as equipment and other expenses. The budget (as set forth in the tables below) is based on an anticipated 2,000-acre treatment plan, and identifies the hourly rates, total hours, and total project costs estimated for each position identified in Exhibit A, section VII (Personnel).
 1. Mileage is calculated based on the number of survey days anticipated, carpooling, and approximating fifty-two (52) miles roundtrip to the project area from CONTRACTOR's office in Calpella.
 2. Other Expenses includes printing, envelopes, postage, and other required supplies for sending landowner letters and/or hosting a community meeting. Refreshments for staff, community, and/or stakeholder meetings are ineligible for reimbursement
 3. Expenses also include the use of ATVs and the utility trailer, based on experience on similar projects. Archaeological expenses for the records search and tribal consultation(s) are included as well.
 - B. TRAVEL shall be submitted at the current General Services Administration (GSA) rate for mileage and per diem. A breakdown of travel costs describing type of transportation, lodging, mileage, meals at per diem, and itemization of the staff being claimed for the travel costs shall be provided with the monthly invoice as needed along with receipts.
 - C. CONTRACTOR shall submit monthly invoices describing the tasks performed, the number of hours worked by each staff member, and total charges. Billing for services is expected to be completed within thirty (30) days of service provisions. COUNTY agrees to pay all undisputed amounts due to CONTRACTOR within forty-five (45) calendar days from receipt of invoice.
 1. CONTRACTOR shall send invoices via email to Xuyen Mallela, disasterrecovery@mendocinocounty.gov
- II. Payments under this Agreement shall not exceed Three Hundred Ninety-Nine Thousand Five Hundred Eleven Dollars and Ninety-One Cents (\$399,511.91) for the term of this Agreement.

COST ESTIMATE	Rates	Task 1	Task 2	Task 3	Task 4	Task 5	Subtotal Cost	Total Hours
		Project Initiation & Coordination	Design Fuel Treatment Plan	Landowner Outreach	Environmental Review Analysis	Contractor Bid Documents		
Labor Costs								
Project Lead - RPF & Botanist	\$ 190.00	14	104	18	92	32	\$ 49,400.00	260
Project Manager	\$ 150.00	48	16	64	184		\$ 46,800.00	312
Planner	\$ 140.00		6		20	6	\$ 4,480.00	32
Biologist	\$ 130.00		8		208		\$ 28,080.00	216
Botanist,RPF,PCA	\$ 130.00		4		136		\$ 18,200.00	140
Botanist A	\$ 130.00				20		\$ 2,600.00	20
Botanist B	\$ 120.00				40		\$ 4,800.00	40
Botany Technician	\$ 100.00		24		60		\$ 8,400.00	84
Forestry Technician III	\$ 130.00		40		20	24	\$ 10,920.00	84
Forestry Technician II	\$ 120.00		52		32	12	\$ 11,520.00	96
Forestry Technician I	\$ 120.00		68	158	74		\$ 36,000.00	300
Forestry Technician I	\$ 100.00				20		\$ 2,000.00	20
Lead Archaeologist	\$ 214.91				130		\$ 27,938.30	130
GIS Lead Archaeologist	\$ 134.31				145		\$ 19,474.95	145
Archaeologist A	\$ 110.58				448		\$ 49,539.84	448
Archaeologist B	\$ 108.01				400		\$ 43,204.00	400
Total Labor Hours by Task		62	322	240	2029	74		2727
Total Labor Cost by Task		\$ 9,860.00	\$ 46,560.00	\$ 31,980.00	\$ 263,477.09	\$ 11,480.00	\$ 363,357.09	
Other Expenses								
Mileage	\$ 0.70		318	474	5517		\$ 4,416.07	
ATV	\$ 75.00				20		\$ 1,500.00	
Utility Trailer	\$ 50.00				6		\$ 300.00	
Per Diem	\$ 200.00		4		85		\$ 17,800.00	
NWIC	\$ 200.00				10		\$ 2,000.00	
Tribal Consultant	\$ 150.00				50		\$ 7,500.00	
GPS (Trimble Geo7x)	\$ 50.00				25		\$ 1,250.00	
Subtotal Expense Costs		\$ -	\$ 1,022.60	\$ 331.80	\$ 33,411.67	\$ -	\$ 34,766.07	
Other Direct Costs		\$ -	\$ -	\$ 1,200.00	\$ 188.75	\$ -	\$ 1,388.75	
Total Other Expenses		\$ -	\$ 1,022.60	\$ 1,531.80	\$ 33,600.42	\$ -	\$ 36,154.82	
TOTAL BY TASK		\$ 9,860.00	\$ 47,582.60	\$ 33,511.80	\$ 297,077.51	\$ 11,480.00	\$ 399,511.91	

COST ESTIMATE	Rates	Task 1.1	Task 1.2	Task 2.1	Task 2.2	Task 2.3	Task 3.1	Task 3.2	Task 3.3	Task 4.1	Task 4.2	Task 4.3	Task 4.4	Task 4.5	Task 4.6	Task 5	Subtotal Cost	Total Hours
		Project Initiation	Project Coord.	Project Scoping	Coordinate w/ Agencies/Fire Protection	Develop Project Description	Coord. w/ Partners & Stakeholders	Follow-Up Outreach	Secure Rights of Entry & Permits	Biological Scoping	Determine CEQA Pathway	Coordinate w/ FEMA for EHP	Archaeology	Field Surveys	Analysis & Documentation	Contractor Bid Documents		
Labor Costs																		
Project Lead - RPF & Botanist	\$ 190.00	4	10	52	12	40	8	4	6	10	10	4		48	20	32	\$ 49,400.00	260
Project Manager	\$ 150.00	8	40	4	4	8	16	24	24		10	24		40	110		\$ 46,800.00	312
Planner	\$ 140.00					6					10				10	6	\$ 4,480.00	32
Biologist	\$ 130.00					8				16				160	32		\$ 28,080.00	216
Botanist_RPF_PCA	\$ 130.00					4				16				120			\$ 18,200.00	140
Botanist A	\$ 130.00													20			\$ 2,600.00	20
Botanist B	\$ 120.00													40			\$ 4,800.00	40
Botany Technician	\$ 100.00					24				6				20	34		\$ 8,400.00	84
Forestry Technician III	\$ 130.00			40										20		24	\$ 10,920.00	84
Forestry Technician II	\$ 120.00			40		12								32		12	\$ 11,520.00	96
Forestry Technician I	\$ 120.00			52		16	32	120	6					30	44		\$ 36,000.00	300
Forestry Technician I	\$ 100.00													20			\$ 2,000.00	20
Lead Archaeologist	\$ 214.91												130				\$ 27,938.30	130
GIS Lead Archaeologist	\$ 134.91													145			\$ 19,474.55	145
Archaeologist A	\$ 110.58												448				\$ 49,539.84	448
Archaeologist B	\$ 108.01												400				\$ 43,204.00	400
Total Labor Hours by Task		12	50	188	16	118	56	148	36	48	30	28	1123	550	250	74		2727
Total Labor Cost by Task		\$ 1,960.00	\$ 7,900.00	\$ 26,720.00	\$ 2,880.00	\$ 16,960.00	\$ 7,760.00	\$ 18,750.00	\$ 5,460.00	\$ 6,850.00	\$ 4,800.00	\$ 4,380.00	\$ 140,157.00	\$ 72,950.00	\$ 34,540.00	\$ 11,480.00	\$ 363,357.09	
Other Expenses																		
Mileage	\$ 0.70			110		208	110	364					750	4767			\$ 4,416.07	
ATV	\$ 75.00												20				\$ 1,500.00	
Utility Trailer	\$ 50.00												6				\$ 300.00	
Per Diem	\$ 200.00					4							25	60			\$ 17,800.00	
NWIC	\$ 200.00												10				\$ 2,000.00	
Tribal consultant	\$ 150.00												50				\$ 7,500.00	
GPS (Trimble Geo7x)	\$ 50.00												25				\$ 1,250.00	
Subtotal Expense Costs		\$ -	\$ -	\$ 77.00	\$ -	\$ 945.60	\$ 77.00	\$ 254.80	\$ -	\$ -	\$ -	\$ -	\$ 18,075.00	\$ 15,336.67	\$ -	\$ -	\$ 34,766.07	
Other Direct Costs							\$ 1,200.00						\$ 188.75				\$ 1,388.75	
Total Other Expenses		\$ -	\$ -	\$ 77.00	\$ -	\$ 945.60	\$ 1,277.00	\$ 254.80	\$ -	\$ -	\$ -	\$ -	\$ 18,263.75	\$ 15,336.67	\$ -	\$ -	\$ 36,154.82	
GRAND TOTAL		\$ 1,960.00	\$ 7,900.00	\$ 26,797.00	\$ 2,880.00	\$ 17,905.60	\$ 9,037.00	\$ 19,014.80	\$ 5,460.00	\$ 6,850.00	\$ 4,800.00	\$ 4,380.00	\$ 158,420.84	\$ 88,296.67	\$ 34,540.00	\$ 11,480.00	\$ 399,511.91	

[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

EXHIBIT E

FEDERAL PROVISIONS

1. DEFINITIONS

- a. **Government** means the United States of America and any executive department or agency thereof.
- b. **FEMA** means the Federal Emergency Management Agency.
- c. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

2. FEDERAL CHANGES

- a. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. ACCESS TO RECORDS

- a. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- d. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 16 of the Agreement.

4. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- c. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- d. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- e. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- f. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- a. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- b. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- a. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- b. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

7. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))
Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

8. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C.

276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- a. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- b. The general prevailing wage rates may be accessed at the System for Award Management (SAM) Home Page at <https://www.SAM.gov>. Click on “Wage Determinations” and search by WD number or select “Public Buildings or Works” (Davis-Bacon Act). In the drop-down menu for State, select, “California.” In the drop-down menu for County, select “Mendocino.” In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- a. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- b. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- d. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

- e. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

10. NOTICE OF REPORTING REQUIREMENTS

- a. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- b. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- a. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - i. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - ii. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- b. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- b. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to

take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- c. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

13. ENERGY CONSERVATION REQUIREMENTS

- a. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- b. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- c. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

15. TERMINATION

See Paragraph 19 of the Agreement.

16. CHANGES.

See Paragraph 27 of the Agreement.

17. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

- a. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- c. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

19. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

- a. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

22. DHS SEAL, LOGO, AND FLAGS

- a. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Attachment 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

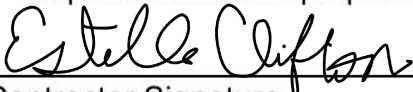
Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


 Contractor Signature

04/21/2026
 Date

Attachment 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

04/21/2026

Date