

**COUNTY OF MENDOCINO**  
**PLANNING & BUILDING SERVICES**  
**SEA LEVEL RISE RESILIENCE STRATEGY**

860 N BUSH ST ♦ UKIAH, CA 95482 AND 120 W FIR ST ♦ FORT BRAGG, CA 95437  
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**REQUEST FOR PROPOSAL (RFP)**

**SEA LEVEL RISE RESILIENCE STRATEGY FOR LOCAL COASTAL PROGRAM UPDATE**

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<b>RFP No.</b>	<b>018-24</b>
<b>RFP Issue Date:</b>	<b>April 23, 2024</b>
<b>RFP Submission Deadline:</b>	<b>May 23, 2024</b>
<b>Issued by:</b>	<b>Planning &amp; Building Services</b>

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# REQUEST FOR PROPOSAL

## SEA LEVEL RISE RESILIENCE STRATEGY FOR LOCAL COASTAL PROGRAM UPDATE COUNTY OF MENDOCINO



RFP No.	018-24
RFP Issue Date:	April 23, 2024
RFP Submission Deadline:	May 23, 2024

### I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to solicit and establish a contract with a contractor to create a Sea Level Rise Resilience Strategy to be included in our Local Coastal Program Update.

### II. DEFINITIONS

**COUNTY** – The County of Mendocino.

**VENDOR** – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

**CONTRACTOR** – A vendor who signs a contract with the COUNTY to perform services.

### III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on USB Flash Drive. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “Mendocino County RFP No. 018-24”, and delivered by 2:00 p.m. May 23, 2024 to:

Mendocino County  
Planning & Building Services  
860 N Bush St.,  
Ukiah, CA 95482  
Attn: Adrienne Thompson

**Late or facsimile proposals will not be accepted.** It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County’s official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
  - Attachment B – Proposal Checklist/Table of Contents
  - Executive summary of proposal
  - Scope of services
  - Company background and experience
  - Proposal cost plan and narrative (as identified in Section XIII)
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be

limited to, all relevant laws and regulations of the State of California and the United States Government.

- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third-party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost-efficient manner (please refer to Attachment H- Sample Mendocino County Contract).

#### IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:
  - Procedural inquires: Adrienne Thompson  
(707) 234-6650  
[thompsoa@mendocinocounty.gov](mailto:thompsoa@mendocinocounty.gov)
  - Technical inquires: Nash Gonzalez  
(707) 234-6650  
[gonzalezn@mendocinocounty.gov](mailto:gonzalezn@mendocinocounty.gov)
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**



- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

**V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor’s authorized representative, provided it is received **prior to the deadline for submission of proposals**. Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals**.

**VI. SCHEDULE OF ACTIVITIES**

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	<b>April 23, 2024</b>
Inquiry Deadline	<b>May 3, 2024</b>
Addendum(s) Posting Online Deadline, if necessary	<b>May 8, 2024</b>
RFP Submission Deadline	<b>May 23, 2024</b>
RFP Selection and Notification	<b>May 30, 2024</b>
County Board of Supervisors Approval of Recommendation(s)	<b>July, 2024</b>
Approximate Contract Start Date	<b>July, 2024</b>

**VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Vendors’ proposals. The selection process will be governed by the following criteria:
  1. The proposals must adhere to the instructions and format as specified in this RFP.

2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

## **VIII. SELECTION CRITERIA**

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
  1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
    - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
    - b. Experience of Vendor in providing services and quality of work.
    - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.

- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment H. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Information submitted in response to a RFP is subject to public disclosure as permitted by the California Public Records Act. Additionally, all proposals and information submitted shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.
- G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

#### H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
  - a. Those contracts which State Law or, other law or regulation precludes this local preference.
  - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

## **X. BACKGROUND INFORMATION**

Mendocino County is located on the coast of northern California. It is bordered by Humboldt and Trinity counties to the north, Tehama, Glenn, and Lake counties to the east, Sonoma County to the south, and the Pacific Ocean to the west. The County lies 176 miles from San Francisco at its northernmost point; and at its southernmost point, the County is 437 miles north of Los Angeles. The County is known for its distinctive 129 miles of Pacific Ocean coastline. The Mendocino County coastline runs at the south end of the county from the mouth of the Garcia River north to the Lost Coast, which borders Humboldt County to the north. State Route 1 is the main thoroughfare north/south through the coast from Sonoma to the Humboldt County line.

Local control over land use and development regulations in the coastal zone was substantially modified with the passage of Proposition 20, the California Coastal Zone Conservation Act. Under Proposition 20, the California Coastal Zone Conservation Commission and six Regional Coastal Commissions were created and given the dual mandate to prepare a statewide comprehensive plan for the coast and regulate development while the plan was being prepared. The California Coastal Plan submitted to the Legislature in December 1975 led to the California Coastal Act of 1976 in which the Legislature declared in Section 30001(a) “That the California coastal zone is a distinct and valuable natural resource of vital and enduring interest to all the people...”

The Act established a permanent coastal zone management program in California. Local coastal programs are developed and implemented by local governments and certified by the Coastal Commission. The Coastal Act calls for the “widest opportunity for public participation” in coastal planning. In Mendocino County, Citizen Advisory Committees (CACs) were appointed by the Board of Supervisors who worked diligently on the Coastal Element of the General Plan, developing their own position papers, writing specific comments on the draft policy statements and preparing of sketch plans with supporting text. Coastal Commission staff and the County’s coastal planner attended these and many additional CAC meetings that lead to the drafting of the Coastal Element. Where CAC positions were consistent with the Coastal Act, they were reflected in the draft Land Use Plan. Public participation continued to affect the plan as it moved forward through the approval process. Numerous public hearings were held along the coast by the Mendocino County Planning Commission beginning June 15, 1981. The County’s Coastal Element was finally adopted by the Board of Supervisors on November 5, 1985 and certified by the California Coastal Commission on November 20, 1985. Subsequently the Coastal Element has been revised beginning in 1998 with the last revision occurring on November 9, 2021. These have been only minor revisions over the years and not a comprehensive update, with the last revision including the provisions for the Accessory Dwelling Units (ADUs) in the Coastal Zone. It should also be noted that the Gualala Town Plan was last updated on June 15, 2002, and the Mendocino Town Plan was recently updated in October of 2017.

Sea Level Rise (SLR) is perhaps the most well known and most accepted impact of climate change. Observations of sea levels along the California coast, and global climate models indicate that California’s coast will experience rising sea levels over the next century and beyond. As the earth warms due to global climate change, two changes are occurring that are causing sea level rise: ice sheets and glacial melting and thermal expansion of the oceans. Additionally, vertical land motion such as subsidence can cause regional changes in sea levels. Data from tide gauges in the State collected over the past decades indicates an upward trend of approximately 20 centimeters per century (which is similar to the change in global mean sea level). According to Caltrans’ 2011 Guidance on incorporating Sea Level Rise paper, climate models project rising rates that could far exceed any experienced “during modern human development on the California coast estuaries.” In addition to the data noted above, consideration should also be given to National Oceanic and Atmospheric Administration’s (NOAA) 2022 Sea Level Rise Technical Report, including their infographics, as well as OPC’s Draft State of California Sea Level Guidance, which also uses NOAA’s data for California and includes policy guidance, and any updated versions of the Coastal Commission’s 2018 SLR Policy Guidance, which is anticipated to be updated later this year.

SLR will likely lead to multiple changes to the physical environment beyond a simple increase in sea surface elevation. For example, higher water levels may increase coastal bluff erosion rates, change environmental characteristics that affect material durability (e.g., pH and chloride concentrations), lead to increased groundwater levels and change sediment movement both along the shore, estuaries and river mouths. Future SLR poses a serious threat to residents and existing infrastructure along the Mendocino coast.

Mendocino County is in the process of updating the current comprehensive Local Coastal Program (LCP) to improve local coastal planning in Mendocino County and to better address coastal resiliency and climate change adaptation by updating technical studies, descriptions, policies, maps and the implementation plan for the LCP in order to adapt to impacts of climate change, sea level rise, and associated coastal hazards. The primary objectives of this LCP update are to develop an understanding of existing conditions and evaluate current infrastructure within the coastal zone. The principal focus of this LCP update will be to address impacts of climate change and integrate goals, policies, and recommendations to allow the coast of Mendocino County to better mitigate climate change and adapt to its impacts. The update will allow revised sections within the LCP to integrate relevant information from the proposed Sea Level Rise Resiliency Strategy. This will also allow other studies in the LCP to be updated to reflect how climate change has already begun to impact the area. Certain resources, such as agricultural, forest, open space, and alternative energy sources, can be used to mitigate climate change by decreasing greenhouse gas emissions and increasing carbon sequestration. The LCP update creates a better understanding of how to utilize these resources to mitigate climate change and update standards in the LCP to increase and accelerate beneficial adaptation approaches. The County will complete updates to its LCP, including but not limited to the following: updating the background and policies in various sections, updating studies references in the LCP, updating land use maps, completing environmental review consistent with the California Environmental Quality Act, incorporating comments from the Coastal Commission and public, and updating the Coastal Zoning Code.

In January of 2024, Mendocino County was awarded a grant by the California Coastal Commission, in the amount of \$342,736.00, to include a Sea Level Rise Resiliency Strategy within the LCP update. The LCP Sea Level Rise Resilience Strategy (SLRRS) Grant Agreement, LCP-23-09, between the County and the Coastal Commission is attached as Attachment G and hereby incorporated as reference.

**The Mendocino County Coastal Element Can be downloaded at:**

[Coastal Element | Mendocino County, CA](https://www.mendocinocounty.org/government/planning-building-services/plans/coastal-element)

<https://www.mendocinocounty.org/government/planning-building-services/plans/coastal-element>

**Coastal Plan Update and other long-range plans can be downloaded at:**

<http://www.mendocinocounty.org/government/planning-building-services/plans>

**The Mendocino County Coastal Zoning Code (Division II of Title 20) can be downloaded at:**

<http://www.mendocinocounty.org/government/planning-building-services/regulations>

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**XI. SCOPE OF WORK****Task 1: Existing Conditions Analysis and Inventory Memorandum**

The consultant will prepare a baseline Sea Level Rise (SLR) Existing Conditions Analysis, whereas the consultant will review, summarize and synthesize existing resources to develop a baseline understanding of existing conditions on the Mendocino County Coast, which may include reviewing resources such as, but not limited to, the Multi-Jurisdictional Hazard Mitigation Plan (which contains information regarding assets of the County of Mendocino, the City of Fort Bragg, and Point Arena), the Municipal Service Reviews conducted by the Mendocino County Local Agency Formation Commission (LAFCo) of coastal special districts, data on tribal cultural resources where available (*it is expected that there will be engagement with California Native Tribes in line with the Coastal Commission's Tribal Consultation Policy*), Geographic Information Systems (GIS) mapping data for Mendocino County Coastline, including topography, existing infrastructure, and key wildlife and aquatic habitat areas, and historical information, including photographs, of the Mendocino County coastline over time. This may also include delineating areas of the Mendocino County coastline into different planning area/zones to provide a more effective framework for discussing vulnerabilities, impacts and potential mitigation strategies.

From the existing conditions analysis, the consultant will develop a Technical Memorandum to be shared with stakeholders, who will then have an opportunity to provide feedback and input before the memorandum is finalized. The goal of this task is to inventory existing infrastructure, commercial and residential improvements, habitat and ecosystems, and other values potentially at risk from Sea Level Rise and establish the "baseline condition" of the Mendocino County coastline in its current state. Once the Draft Baseline Conditions Analysis and Technical Memorandum is received, it will be submitted to the California Coastal Commission staff for review and comment. The Final document shall incorporate comments from the Coastal Commission staff as necessary.

**Task 1 Deliverables**

- Draft Existing Conditions Analysis and Technical Memorandum
- Final Existing Conditions Analysis and Technical Memorandum

**Task 2: Stakeholder Outreach and Public Engagement**

Pursuant to the Coastal Commission's Steps for Conducting a sea level rise vulnerability assessment guidance document, when doing such an analysis, a jurisdiction should ensure the maximum participation, early on in the process. Of substantial importance is ensuring the public and stakeholders have the opportunity to provide input on the project, with special effort also made to ensure that disadvantaged communities, including low-income, minority, and other underserved communities, have equitable opportunities to engage the process.

The consultant will assist the County with public outreach and engagement with stakeholders to confirm participation in the project. The consultant will assist the County with the establishment of lines of communication between stakeholders and the County and its consultant team. The consultant will assist with the coordination of stakeholder meetings and solicit any relevant information that each stakeholder may already have or have access to for use in the developing the Existing Conditions Analysis. This task will include at least one (1) stakeholder kickoff meeting in which the project and its goals are introduced, relevant

stakeholder information will be requested, and an opportunity for feedback on the overall project approach and considerations for risk assessment prioritization will be provided. This Stakeholder Outreach and Public Engagement kickoff will also inform stakeholders of the need for project concepts and request any hypotheses that they already have been considering to be submitted for inclusion in the SLR Resiliency Strategy. The consultant will assist in coordinating meetings directly with the City of Fort Bragg to align this project with Fort Bragg's recently awarded grant to assess sea level rise concerns specifically at Noyo Harbor. In addition, the consultant will also assist the County with coordination efforts with the City of Point Arena to align the County's efforts with the City of Point Arena's SLR update for the Arena Cove area. The consultant will also be responsible for creating and publishing an online survey which will allow members of the public or stakeholder groups to submit feedback and project concepts electronically at their convenience.

As part of this task, the consultant will also coordinate at least one (1) meeting directly with Caltrans to provide for resource sharing and participation and will additionally include/invite Caltrans to all stakeholder and public planning sessions.

### **Task 2 Deliverables**

- Outreach documents
- Surveys
- Mapping, Models
- E-Newsletters
- Social Media Posts
- Stakeholders' lists
- Meeting Agendas
- Sign-in sheets
- Meeting minutes
- Public outreach questions

### **Task 3: Sea Level Rise Analysis and Risk Assessment**

The consultant will utilize the most recent update of the Coastal Commission's Sea Level Rise Policy Guidance and Critical Infrastructure Guidance documents including guidance on conducting sea level rise vulnerability assessments, and use existing modeling and tools/framework and risk assessment methodologies to analyze the potential impacts of various SLR scenarios (intermediate, intermediate-high, and high) on at least three timescales (such as year 2050, 2100 and 2150); identify the most useful tools and data for the analysis, including resources such as the National Oceanic and Atmospheric Administration (NOAA) Sea Level Rise Viewer, the United States Geological Survey (USGS) Coastal Storm Modeling System (CoSMoS), and many others to conduct the SLR analysis, which will follow current best practices and use best available science. In addition to the general recommendations contained within the Coastal Commission's Sea Level Rise Policy Guidance, the vulnerability assessment shall include:

1. Analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation,
2. Assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and /or a row of residences,



3. Anticipated changes in beach width and other habitat areas under future sea level rise scenarios,
4. Evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail,
5. Incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and;
6. Consideration of the latest reports on sea level rise science and recommendations from the State of California, including the most current Ocean Protection Council (OPC) Sea Level Rise Guidance.

The analysis is to provide a broader understanding of the exposure, sensitivity, and adaptive capacity of assets and resources SLR impacts, and an overall understanding of which coastal community assets, including habitat and ecosystems are most consistently threatened under varying SLR scenarios.

Following completion of the analysis using existing modeling tools and framework, a risk assessment shall be conducted to determine and prioritize risks to community resources, infrastructure, critical ecosystems and habitat, and other features of interest, such as coastal access, critical ecosystems and habitat, tribal cultural resources if feasible, and groundwater resources. Risk assessment methodology will be established through utilizing existing guidelines and best available science for the SLR analysis as well as integrating stakeholder feedback received during the stakeholder kickoff meeting.

The County expects the consultant will provide insight into risk assessment methodology, which will consider the exposure to SLR, sensitivity to SLR impacts, and adaptive capacity of assets and resources, with numeric scores assigned to each category. Scoring assets through the risk assessment process will create a preliminary prioritization of assets at risk from SLR and the relative importance of mitigating impacts for each of these assets, the SLR Analysis and Risk Assessment drafted during this task will be shared with stakeholders and the public to solicit effective feedback during the subsequent phase of the project. The Draft SLR Analysis and Risk Assessment Memorandum will also be submitted to Coastal Commission staff for review and comment, and the consultant will incorporate comments from Coastal Commission staff as necessary.

### **Task 3 Deliverables**

- Draft Seal Level Rise Baseline policies
- Locally adopted Sea Level Rise Baseline policies
- Submission of LCP Amendment package to Coastal Commission with Locally Adopted Sea Level Rise Baseline polices.
- Administrative Draft Sea Level Rise Analysis Risk Assessment
- Draft Sea Level Rise Analysis Risk Assessment
- Final Sea Level Rise Analysis Risk Assessment
- Draft SLR Analysis and Risk Assessment Memorandum
- Final SLR Analysis and Risk Assessment Memorandum

**Task 4: Sea Level Rise Resilience Strategy and Policy Development**

Under this task the consultant will assist the County in conducting at minimum five (5) public workshops, geographically distributed to the extent feasible, with at least one (1) workshop to be held in each incorporated coastal community, Fort Bragg and Point Arena and the unincorporated communities of the Town of Mendocino and Gualala and Westport.

Public workshops will include an overview of the project and its goals, a summary of the SLR Analysis and Risk Assessment Memorandum, and an opportunity to provide feedback on the document through open discussion and other methods. This process will include seeking public input on adaptation project concepts for inclusion in the Final SLR Resiliency Strategy, through hearing the public's general feedback regarding mitigation priorities, assets in need of protection, and interest in participating in future projects will prove to be valuable for planning purposes.

In addition to the public workshops, a minimum of six (6) stakeholder planning sessions, either in person or virtual, to solicit feedback from stakeholder groups including public agencies and special districts, Native Tribes, State Agencies, including Caltrans and State Parks as well as environmental advocacy groups. The consultant will be responsible for coordinating and hosting these meetings.

The primary goal of the sessions will be to generate and prioritize a list of mitigation project concepts for inclusion in the final SLRRS, with a focus on nature-based solutions and benefits to community resiliency. The online survey developed in Task 3 will also be made available to project stakeholders for both submitting mitigation project concepts and further publicizing the survey to increase public participation.

**Task 4 Deliverables**

- A minimum of Five (5) public workshops and six (6) stakeholder planning sessions
- Outreach documents
- Mapping
- Presentation documents
- Stakeholders' lists
- Meeting Agendas
- Sign-in sheets
- Meeting minutes
- Public outreach questions

**Task 5: SLR Resilience Strategy Initial Draft**

Following both the public outreach and stakeholder planning sessions, the consultant will assist the County with synthesizing the information developed in Task 2, the feedback received and projects concepts during the public outreach and stakeholder planning sessions, and the project concepts provided in the draft Mendocino County SLR Resilience Strategy. This draft document will describe baseline, existing conditions, community resources, important habitat and ecosystems, existing infrastructure, such as the California Coastal Trail and other coastal access segments/assets, groundwater resources and other assets at risk of impact from SLR.

The Initial Draft will also provide the results of the SLR Analysis and Risk Assessment, methodology utilized, anticipated SLR impacts, and a catalog of potential mitigation projects, using the risk assessment framework to prioritize projects for future project development. The draft document will evaluate the feasibility and effectiveness of various protection, accommodation, and retreat strategies proposed, including nature-based adaptation strategies. Upon completion, the Initial Draft will be made available to all interested stakeholder groups and the public for review and comment. The Initial Draft shall be submitted to Coastal Commission staff for review and comment, and the County/Consultant shall incorporate comments from Coastal Commission staff as necessary.

**Task 5 Deliverables**

- Draft SLR Resiliency Strategy

**Task 6: Preparation of SLR Policy Document**

Based on the reports and input produced in Tasks 3 and 4 above, the consultant will prepare an update to relevant sections of the Mendocino County Local Coastal Plan (LCP) Section 3.4 (Hazard Management) that incorporates a narrative on the SLRRS and a preliminary set of draft Hazard Management policies that address sea level rise. The consultant will consider updates to other relevant portions of the LCP, including Appendix 3 of the Coastal Element (Geotechnical Evaluation Requirements) and the related Hazards Map and Coastal Zoning Code Section 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards – Evaluation and Supplemental Application Information). The draft policies and (if applicable) geotechnical evaluation requirement updates will be submitted to the Board of Supervisors for review and comment. Following the Board of Supervisors hearing, the consultant will update and/or complete the draft SLR policies (if applicable) related to Appendix 3 and Coastal Zoning Code Sections 20.500 (Hazards Areas) and 20.532.07 (Geologic Hazards – Evaluation and Supplemental Application Information), which will then be transmitted to Coastal Commission staff for review and comment. The policies are to be incorporated into an update to Section 3.4 Hazards Management (and updates to other relevant portions of the LCP such as Appendix 3 and Coastal Zoning Code sections 20.500 and 20.532.07 if applicable) and a future LCP Amendment. These documents will be the basis for the development of Draft LCP policies.

Based on the reports and input produced, the consultant will develop and prepare draft policies to be utilized in the update of the Mendocino County Local Coastal Plan (LCP) Amendment relative to sea level rise.

After receiving the final round of input from the public, stakeholders, and Coastal Commission staff, the consultant will catalog input received on the initial draft document, develop a matrix of comments and responses to those comments, and revise into a final SLRRS and proposed policy language which will be presented to the Mendocino County Board of Supervisors for approval and adoption, as appropriate. The final SLRRS will serve as the roadmap for Mendocino County's future SLR mitigation and can be used to support future funding applications for planning, design, and implementation of SLR mitigation projects.

Following completion of the Draft SLRRS and proposed policy language, the County and Consultant will host at least two (2) public meetings to present the initial draft and policy

language to the public and interested stakeholders who will then have an opportunity to ask questions and provide comments in person. The County/Consultant will also accept comments on the draft document in writing, either electronically or through hard copies. The initial draft and policy language will also be provided to the Coastal Commission for staff review and feedback.

Because the SLR analysis and policy development will be an integral part of the LCP Amendment and its ties to the overall grant provided to the County, which requires that the LCP Update be completed by Mid-2026, the Sea Level Rise Analysis and SLR Policy Language will need to be completed in a timely manner by October 31, 2025. The SLR Analysis shall be prepared in accordance with the Sea Level Rise Resilience Strategy (SLRRS) LCP Grant 3720-LCP-2309.

### **Task 6 Deliverables**

- Draft LCP Hazards Management Element update language
- Final CP Hazards Management Element update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)
- Draft LCP Appendix 3 (Geotechnical Evaluation Requirements) update language
- Final LCP Appendix 3 (Geotechnical Evaluation Requirements) update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)
- Draft Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards – Evaluations and Supplemental Application Information) update language (to be incorporated in the LCP as part of the awarded Round 8 grant LCP-22-06)
- Draft Mendocino County SLRRS
- Final Mendocino County SLRRS
- At a minimum two (2) public meetings before the Planning Commission and the Board of Supervisors for presentation draft SLRRS and Final SLRRS

## **XII. PROPOSAL FORMAT AND CONTENT**

**Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:**

- A. An executive summary and written narrative, including a detailed description of your organization’s experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor’s experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and

educational background. All personal information provided will be maintained in confidence as allowed by law.

- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment C to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

### **XIII. FORMAT OF COST PROPOSAL**

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

### **XIV. CONTRACT**

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

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**B. Execution of Contract**

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment H, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

**C. No Assignment**

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

**D. Force Majeure**

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**E. Contract Term**

The term of the AGREEMENT(s) will be for a period of (1) year(s) with the option to extend the AGREEMENT(s) up to (2) additional one-year periods.

**F. Insurance**

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment H, Sample Mendocino County Contract.

**XV. REJECTION OF PROPOSALS**

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

**XVI. GENERAL CONDITIONS**

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment H – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

**XVII. LIST OF ATTACHMENTS**

- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
- Attachment B – Proposal Checklist/Table of Contents
- Attachment C – Exceptions to RFP
- Attachment D – Letters of Reference
- Attachment E – Certificate of Non-collusion
- Attachment F – Proposal Evaluation Form
- Attachment G – LCP Grant Agreement, LCP-23-09
- Attachment H – Sample Mendocino County Contract



ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
General Services Agency



RFP No. 018-24
Sea Level Rise Resilience Strategy

Table with 2 columns: Field (RFP No., RFP Issue Date, RFP Submission Deadline) and Value (018-24, April 23, 2024, May 23, 2024)

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 018-24", and delivered by 2:00 p.m. May 23, 2024 to: Mendocino County Planning & Building Services, Attn: Adrienne Thompson, 860 N Bush St., Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Adrienne Thompson (707) 234-6650 thompsoa@mendocinocounty.gov
Technical inquires: Nash Gonzalez (707) 234-6650 gonzalezn@mendocinocounty.gov

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Form fields for Vendor Authorized Representative: Company Name, Representative, Title, Phone, Address, Federal Tax ID No., Date, Fax, Email

RFP Contact Information (if different then above)

Form fields for RFP Contact Information: Contact Person, Title, Phone, Address, Fax, Email

**Certifications:**

- 1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?  
 YES     NO
  
- 2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?  
 YES     NO
  
- 3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
 YES     NO
  
- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
 YES     NO
  
- 5. Do you agree that the proposal amount includes all costs incident to the proposed contract?  
 YES     NO
  
- 6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?  
 YES     NO
  
- 7. Do you agree to be an ePayable as described in Attachment H- Sample Mendocino County Contract?  
 YES     NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	(Printed name)
Signature:	

Date:	
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**ATTACHMENT B  
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

<b>Proposal Check List/Table of Contents</b>	<b>Page No.</b>
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

**ATTACHMENT C  
EXCEPTIONS TO RFP**

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

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Authorized Representative: \_\_\_\_\_  
(Printed name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

<b>Agency</b>	<b>Contact Name/Address</b>	<b>Phone No.</b>	<b>Dates Services Provided (From/Through)</b>

**ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_, 2024  
Date

**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No. 018-24**  
**SEA LEVEL RISE RESILIENCE STRATEGY SERVICES**

Vendor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
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Comments:

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**Scoring: (To be performed by the General Services Agency)**

Weight      X      \*Rating (per Scale)      =      Points Total

\*Rating Scale: 5 = Excellent    4 = Above Average    3 = Average    2 = Fair    1 = Poor    0 = Unacceptable

**ATTACHMENT G  
COUNTY OF MENDOCINO  
LCP GRANT AGREEMENT LCP-23-09**

CALIFORNIA COASTAL COMMISSION  
**STANDARD GRANT AGREEMENT**  
(Rev 05/2022)

STATE CONTROLLER'S OFFICE IDENTIFIER <b>3720-LCP2309</b>	AGREEMENT NUMBER <b>LCP-23-09</b>
	FEDERAL ID NUMBER <b>94-6000520</b>

- This Agreement is entered into between the State Agency and the Grantee named below:  

STATE AGENCY'S NAME	California Coastal Commission
GRANTEE'S NAME	County of Mendocino
- The term of this Agreement is:

October 01, 2023 (or date of agreement execution)
Through October 31, 2025 (End Term Date)
- The maximum amount of this Agreement is:

\$342,736.00
Three Hundred Forty Two Thousand Seven Hundred Thirty Six Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	11 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>GRANTEE</b>		<i>California Coastal Commission Use Only</i>	
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>County of Mendocino</b>		<input checked="" type="checkbox"/> This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>01/23/2024</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Darcie Antle, Chief Executive Officer</b>			
ADDRESS <b>501 Low Gap Road, Rm 1010 Ukiah, CA 95482</b>			
<b>STATE OF CALIFORNIA</b>			
AGENCY NAME <b>California Coastal Commission</b>			
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>12/28/2023</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Madeline Cavalieri, Deputy Executive Director</b>			
ADDRESS <b>455 Market Street, Suite 200, Room 228, San Francisco, CA 94105</b>			

MC Page #1



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

DEPARTMENT FISCAL REVIEW:

Darcie Antle 01/23/2024

DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: 2851 (PB)

Line Item: 825490

Grant:  Yes  No

Grant No.: 3720-LCP2309

CONTRACTOR/COMPANY NAME

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

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

See Page 1

INSURANCE REVIEW:

Darcie Antle

By: \_\_\_\_\_  
Risk Management

Date: 01/23/2024

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

EXECUTIVE OFFICE/FISCAL REVIEW:

[Signature]

By: \_\_\_\_\_  
Deputy CEO or Designee

Date: 01/23/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

[Signature]

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

Date: 01/23/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_

County of Mendocino  
LCP-23-09  
Page 1 of 11

**EXHIBIT A**

**SCOPE OF WORK**

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> County of Mendocino
Name: Kelsey Ducklow ("Grant Manager")	Name: Darcie Antle, Chief Executive Officer
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 501 Low Gap Road, Rm 1010 Ukiah, CA 95482
Phone: (415) 904-2335	Phone: (707) 463-4441
Email: <a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a>	Email: <a href="mailto:antled@mendocinocounty.gov">antled@mendocinocounty.gov</a>

3. Primary project contact:

<b>State Agency:</b> California Coastal Commission	<b>Grantee</b> County of Mendocino
Section/Unit: Statewide Planning Unit	Section/Unit: Department of Planning & Building Services
Name: Awbrey Yost	Name: Julia Krog, Director
Address: 1385 8th St., Suite 130 Arcata, CA 95521	Address: 860 N Bush Street Ukiah, CA 95482
Phone: (707) 826-8950, ext. 203	Phone: (707) 234-6650
Email: <a href="mailto:awbrey.yost@coastal.ca.gov">awbrey.yost@coastal.ca.gov</a>	Email: <a href="mailto:krogj@mendocinocounty.gov">krogj@mendocinocounty.gov</a>

County of Mendocino  
LCP-23-09  
Page 2 of 11

**EXHIBIT A**

**SCOPE OF WORK**

**Name of Local Government:** County of Mendocino

**Name of Project:** Mendocino County Sea Level Rise Resiliency Strategy

**Funding Source:** General Fund

**Specific Program:** Local Coastal Program Local Assistance Grant Program

**Federal Tax ID#:** 94-6000520

**Budget Summary:**

CCC funding:	\$342,736
<u>Other funding:</u>	<u>\$0</u>
Total project cost:	\$342,736

**Term of Project:** *October 01, 2023 (or date of agreement execution) – October 31, 2025*

**A. PROJECT DESCRIPTION**

The proposed project consists of planning and development of a coordinated and organized Sea Level Rise Resilience Strategy (SLRRS) for Mendocino County, utilizing consultant support, in collaboration with community input from public and private stakeholders across the region. The overall goal is to develop a roadmap for future project development in Mendocino County by establishing baseline conditions, forecasting potential impacts from sea level rise (SLR) in multiple scenarios and timescales, and developing a list of priority resilience or mitigation projects for which future funding can be pursued. The SLRRS will consider the entire Mendocino County Coastal Zone.

**B. TASKS**

**TASK 1: PROJECT IMPLEMENTATION AND GRANT MANAGEMENT**

**1.1 GRANT AGREEMENT KICKOFF** - Hold grant agreement kick-off meeting with California Coastal Commission (CCC) staff to review grant procedures, expectations, invoicing, reporting, and other relevant grant information. The County will prepare a summary of key information following the meeting and provide it to all attendees.

**EXHIBIT A**

**1.2 PROJECT MANAGEMENT** - General project management, County and Consultant coordination, tracking project budgets and schedules, and ensuring the project is on track to be completed within the appropriate timeframes and grant deadlines.

**1.3 GRANT MANAGEMENT** - Develop grant progress reports and reimbursement requests, communicate with CCC staff, as necessary, to adjust the grant agreement schedules, deliverables, etc. Submit quarterly progress reports and quarterly reimbursement requests.

**Task 1 Deliverables:**

- Quarterly Grant Progress Reports
- Quarterly Grant Reimbursement Requests
- One Grant Final Report

*Owner(s): County of Mendocino*

**TASK 2: PROCURE CONSULTANT**

**2.1 PROCURE CONSULTANT** - County staff will develop a Request for Proposals (RFP) to solicit a qualified consultant to lead the development of the Mendocino County Sea Level Rise Resilience Strategy (SLRRS) in accordance with CCC objectives, post the RFP on the Mendocino County [Open RFP Portal](#), assess and score the proposals received per the scoring matrix established in the RFP, select highest scoring consultant, and complete contract negotiations. The County will send a draft RFP to CCC staff for review and input prior to finalizing the RFP for distribution. The consultant selection process will be completed using State-approved procurement procedures.

**Task 2 Deliverables:**

- Draft Request for Proposals
- Request for Proposals

*Owner(s): County of Mendocino*

**TASK 3: SLR STRATEGY PLANNING**

**3.1 BASELINE SEA LEVEL RISE POLICY LCP UPDATE** - Mendocino County will prepare an update to the Mendocino County Local Coastal Plan (LCP) Section 3.4 Hazards Management and any other related sections that includes policies relating to sea level rise, including at a minimum baseline sea level rise policies of the type described by the Local Government Sea Level Rise Working Group. These draft sea level rise baseline policies will be sent to CCC staff for review and comment, and the Planning Division will incorporate comments from CCC staff as necessary. In addition, the draft sea level rise baseline policies will be submitted to the Board of Supervisors for review, comment and adoption, and made available for public comment. The County will



**EXHIBIT A**

prepare and submit an LCP amendment package (possibly as a de minimis update) to the CCC with the adopted sea level rise baseline policies.

**3.2 EXISTING CONDITIONS ANALYSIS AND MEMORANDUM** - The County and Consultant will review, summarize, and synthesize existing resources, including tribal cultural resources, where data is available, to develop a baseline understanding of existing conditions on the Mendocino County coast (including both incorporated and unincorporated areas) which may include reviewing resources such as, but not limited to, the Multi-Jurisdictional Hazard Mitigation Plan (which contains information regarding assets of the County of Mendocino, the City of Fort Bragg, and the City of Point Arena), the Municipal Service Reviews (MSRs) conducted by the Mendocino County Local Agency Formation Commission (LAFCo) of coastal special districts, Geographic Information Systems (GIS) mapping data for the Mendocino County coastline, including topography, groundwater distribution, with a particular focus on areas with emergent groundwater (if any), existing infrastructure, and key wildlife and aquatic habitat areas, and historical information, including photographs, of the Mendocino County coastline (including both incorporated and unincorporated areas) over time. This may also include delineating areas of the Mendocino County coastline into different planning zones to provide a more effective framework for discussing vulnerabilities, impacts, and potential mitigation strategies.

From the existing conditions analysis, the County and Consultant will develop a Mendocino County Coastal Existing Conditions Memorandum (Memorandum) to be shared with stakeholders (see Subtask 3.3), who will then have an opportunity to provide feedback and input before the Memorandum is finalized. A draft of the Memorandum will also be sent to CCC staff for review and comment, and the County will incorporate comments from CCC staff as necessary.

The goal of this task is to inventory existing infrastructure, habitat, and other values potentially at risk from SLR and establish the “baseline condition” of the Mendocino County coastline in its current state.

**3.3 STAKEHOLDER OUTREACH AND PUBLIC ENGAGEMENT KICKOFF** - This task will consist of outreach and engagement with stakeholders to confirm participation in the project, establish lines of communication between stakeholders and the County and consultant team, coordinate meeting availability, and solicit any relevant information that each stakeholder may already have or have access to for use in developing the Existing Conditions Analysis.

This will also include **one (1)** stakeholder kickoff meeting in which the project and its goals will be introduced, relevant stakeholder information will be requested, and an opportunity for feedback on the overall project approach and considerations for risk assessment prioritization will be provided. This Stakeholder Outreach and Public Engagement kickoff will also inform stakeholders of the need for project concepts and request any concepts that they have already been considering be submitted for inclusion in the SLR Resilience Strategy. The County will

**EXHIBIT A**

coordinate directly with the City of Fort Bragg and City of Point Arena to align this project with Fort Bragg's recently awarded Round 8 LCP grant to assess sea level rise concerns specifically at Noyo Harbor and the City of Point Arena's SLR update for the Arena Cove area. The County will also conduct at least one (1) meeting directly with CalTrans to coordinate resource sharing and participation, in addition to inviting CalTrans to all stakeholder and public planning session.

The County and Consultant will also create and publish an online survey which will allow members of the public or stakeholder groups to submit feedback and project concepts electronically and at their convenience.

**3.4 SLR ANALYSIS AND RISK ASSESSMENT** - The Consultant will use existing modeling tools/frameworks and risk assessment methodologies to analyze the potential impacts of various SLR scenarios using Statewide and CCC guidance and categorizations of SLR impacts on at least two timescales (such as year 2050 and 2100); identify the most useful tools for this analysis, including resources such as the National Oceanic and Atmospheric Administration (NOAA) Sea Level Rise Viewer, the United States Geological Survey (USGS) Coastal Storm Modeling System (CoSMoS), and many others to conduct the SLR analysis, which will follow current best practices.

This analysis is to provide a broad understanding of SLR concerns and an overall understanding of which coastal community assets, including habitat and ecosystems, are most consistently threatened under varying SLR models.

Following completion of the analysis using existing modeling tools and frameworks, a risk assessment will be conducted to determine and prioritize risks to community resources, infrastructure, such as the California Coastal Trail and other coastal access segments/assets, critical ecosystems and habitat, tribal cultural resources, groundwater resources, with a particular focus on the potential for saltwater intrusion, and other features of interest. Risk assessment methodology will be established through utilizing existing guidelines and best practices for SLR analysis consistent with the CCC's Sea Level Rise Guidance as well as integrating stakeholder feedback received during the stakeholder kickoff meeting and through the online survey.

The County expects the Consultant will provide insight into risk assessment methodology, which may consider categories such as exposure to SLR, sensitivity to SLR impacts, and adaptive capacity, with numeric scores assigned to each category. Scoring assets through the risk assessment process will create a preliminary prioritization of assets at risk from SLR and the relative importance of mitigating impacts for each of these assets. The SLR Analysis and Risk Assessment Memorandum drafted during this task will be shared with stakeholders and the public to solicit effective feedback during the subsequent phase of the project. The draft SLR Analysis and Risk Assessment Memorandum will also be sent to CCC staff for review and comment, and the County will incorporate comments from CCC staff as necessary.



**EXHIBIT A**

**Task 3 Deliverables:**

- *Draft sea level rise baseline policies*
- *Locally adopted sea level rise baseline policies*
- *Submission of LCP amendment package to Coastal Commission with locally adopted sea level rise baseline policies*
- *Draft Mendocino County Coastal Existing Conditions Memorandum*
- *Final Mendocino County Coastal Existing Conditions Memorandum*
- *Draft SLR Analysis and Risk Assessment Memorandum*
- *Final SLR Analysis and Risk Assessment Memorandum*

*Owner(s): County of Mendocino and Consultant*

**TASK 4: SLR RESILIENCE STRATEGY AND POLICY DEVELOPMENT**

**4.1 PUBLIC WORKSHOPS AND STAKEHOLDER PLANNING SESSIONS** - The County and consultant will host at least five (5) public workshops, geographically distributed to the extent feasible, with at least one workshop to be held in each incorporated coastal community, Fort Bragg and Point Arena, and the unincorporated communities of the Town of Mendocino and Gualala. Public workshops will include an overview of the project and its goals, a summary of the SLR Analysis and Risk Assessment Memorandum, and an opportunity to provide feedback on the document through open discussion and other methods.

This process will include seeking public input on adaptation project concepts, with an emphasis on nature-based solutions, generate and prioritize a list of mitigation project concepts for inclusion in the final SLR Resilience Strategy, though hearing the public’s general feedback regarding mitigation priorities, assets in need of protection, and interest in participating in future projects will also be valuable. In addition to the public workshops, a minimum of **six (6)** stakeholder planning sessions will be hosted, either in-person or virtual, to solicit feedback from stakeholder groups including public agencies and special districts, Native Tribes, State Agencies including CalTrans and State Parks, and environmental advocacy groups.

The primary goal of the sessions will be to generate and prioritize a list of mitigation project concepts for inclusion in the final SLRRS, with a focus on nature-based solutions and benefits to community resiliency. The online survey developed in Subtask 3.3 will also be made available to project stakeholders for both submitting mitigation project concepts and further publicizing the survey to increase public participation.

**4.2 SLR RESILIENCE STRATEGY INITIAL DRAFT** - Following both the public outreach and stakeholder planning sessions, the County and consultant will synthesize the information developed in Task 2, the feedback received and project concepts during the public outreach and stakeholder

**EXHIBIT A**

planning sessions, and the project concepts provided into a draft Mendocino County SLRRS. This draft document will describe baseline, existing conditions, community resources, important habitat and ecosystems, existing infrastructure, such as the California Coastal Trail and other coastal access segments/assets, groundwater resources, and other assets at risk of impact from SLR.

The initial Draft will also provide the results of the SLR Analysis and Risk Assessment, methodology utilized, anticipated SLR impacts, and a catalog of potential mitigation projects, using the risk assessment framework to prioritize projects for future project development. Upon completion, the Initial Draft will be made available to all interested stakeholder groups and the public for review and comment. The Initial Draft will also be sent to CCC staff for review and comment, and the County will incorporate comments from CCC staff as necessary.

**4.3 LCP UPDATE DRAFT LANGUAGE DEVELOPMENT** - Based on the reports and input produced in Task 3 and Subtasks 4.1 and 4.2, the County will prepare an update to relevant sections of the Mendocino County Local Coastal Plan (LCP) Section 3.4 (Hazards Management) that incorporates a narrative on the SLRRS and a preliminary set of draft Hazard Management policies that address sea level rise. The County will also consider updates to other relevant portions of the LCP, including Appendix 3 of the Coastal Element (Geotechnical Evaluation Requirements) and the related Hazards Map and Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information). The draft policies and (if applicable) geotechnical evaluation requirement updates will be submitted to the Board of Supervisors for review and comment. Following the Board of Supervisors hearing, staff will update and/or complete the draft SLR policies and update (if applicable) related Appendix 3 and Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information), which will then be submitted to staff at the CCC for review and comment under Subtask 4.4. The policies will be incorporated into an update to Section 3.4 Hazards Management (and updates to other relevant portions of the LCP such as Appendix 3 and Coastal Zoning Code sections 20.500 and 20.532.07 if applicable) and a future LCP Amendment. These documents will be the basis for the development of draft LCP policies.

In December 2022, the County of Mendocino was awarded competitive LCP Local Assistance Program Round 8 grant funding to complete a multi-element update of its LCP and the draft policy language developed during this task will be incorporated during that project’s LCP update activities.

It is anticipated that the work product, once adopted and certified (after the grant period), will provide a higher level of certainty for County staff, landowners and businesses when processing local coastal development permits within the Coastal Zone while reducing CCC appeals of such permits which, in turn, would reduce CCC staff workload.



**EXHIBIT A**

**4.4 PUBLIC AND CCC INPUT** - Following completion of the draft SLRRS and proposed policy language, the County and consultant will host at least two (2) public meetings to present the initial draft and policy language to the public and interested stakeholders who will then have an opportunity to ask questions and provide comments in person. The County will also accept comments on the draft document in writing, either electronically or through hard copies. The initial draft and policy language will also be provided to the CCC for staff review and feedback.

**4.5 SLR RESILIENCE STRATEGY AND POLICY UPDATE FINAL DRAFT** - After receiving the final round of input from the public, stakeholders, and CCC staff, the consultant will catalog input received on the initial draft SLRRS, develop a matrix of comments received and responses to those comments, and revise into a Final SLRRS and proposed language for updates to hazards sections of the LCP, which will be presented to the Mendocino County Board of Supervisors for approval and adoption, as appropriate.

The final SLRRS will serve as the roadmap for Mendocino County’s future SLR adaptation and can be used to support future funding applications for planning, design, and implementation of SLR mitigation projects.

**Task 4 Deliverables:**

- *Draft LCP Hazards Management Element update language*
- *Final LCP Hazards Management Element update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)*
- *Draft LCP Appendix 3 (Geotechnical Evaluation Requirements) update language*
- *Final LCP Appendix 3 (Geotechnical Evaluation Requirements) update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)*
- *Draft Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information) update language*
- *Final Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information) update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)*
- *DRAFT Mendocino County SLRRS*
- *Final Mendocino County SLRRS*

*Owner(s): County of Mendocino and Consultant*

**C. SCHEDULE**

<b>Task 1. Project Implementation and Grant Management</b>	<b>October 2023-October 2025</b>
1.1 Grant Agreement Kickoff	December 2023
1.2 Project Management	December 2023-October 2025
1.3 Grant Management	October 2023-October 2025

**EXHIBIT A**

Outcome/Deliverables: a. Kickoff Meeting b. Quarterly Grant Progress Reports c. Quarterly Grant Reimbursement Requests d. One Grant Final Report	a. December 2023 b. Quarterly c. Quarterly d. October 31, 2025
<b>Task 2. Consultant Procurement</b>	<b>October 2023-December 2023</b>
2.1 Procure Consultant	October 2023-December 2023
Outcome/Deliverables a. Draft Request for Proposals b. Request for Proposals	a. December 31, 2023 b. November 30, 2023
<b>Task 3. SLR Strategy Planning</b>	<b>January 2024-August 2024</b>
3.1 Baseline Sea Level Rise Policy LCP Update	February 2024-July 2024
3.2 Existing Conditions Analysis and Memorandum	February 2024-April 2024
3.3 Stakeholder Outreach and Public Engagement Kickoff	March 2024-April 2024
3.4 SLR Analysis and Risk Assessment	April 2024-September 2024
Outcome/Deliverables a. Draft sea level rise baseline policies to Commission staff b. Locally adopted sea level rise baseline policies c. Submission of LCP amendment package to Coastal Commission with locally adopted sea level rise baseline policies d. Draft Mendocino County Coastal Existing Condition Memorandum e. Final Mendocino County Coastal Existing Conditions Memorandum f. Draft SLR and Risk Assessment Memorandum g. Final SLR Analysis and Risk Assessment Memorandum	a. April 1, 2024 b. May 31, 2024 c. June 30, 2024 d. April 29, 2024 e. May 31, 2024 f. July 31, 2024 g. September 30, 2024
<b>Task 4. SLR Resilience Strategy and Policy Development</b>	<b>August 2024-October 2025</b>

**EXHIBIT A**

4.1 Public Workshops and Stakeholder Planning Sessions	August 2024-October 2024
4.2 SLR Resilience Strategy Initial Draft	November 2024-March 2025
4.3 LCP Update Draft Language Development	March 2025-June 2025
4.4 Public and CCC Input	June 2025-July 2025
4.5 SLR Resilience Strategy and Policy Update Final Draft	August 2025-October 2025
<p>Outcome/Deliverables</p> <ul style="list-style-type: none"> <li>a. Draft LCP Hazards Management Element update language</li> <li>b. Final LCP Hazards Management Element update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)</li> <li>c. Draft LCP Appendix 3 (Geotechnical Evaluation Requirements) update language</li> <li>d. Final LCP Appendix 3 (Geotechnical Evaluation Requirements) update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)</li> <li>e. Draft Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information) update language</li> <li>f. Final Coastal Zoning Code Sections 20.500 (Hazard Areas) and 20.532.07 (Geologic Hazards—Evaluation and Supplemental Application Information) update language (to be incorporated in the LCP as part of the awarded Round 8 grant project LCP-22-06)</li> </ul>	<ul style="list-style-type: none"> <li>a. May 31, 2025</li> <li>b. August 30, 2025</li> <li>c. May 31, 2025</li> <li>d. August 30, 2025</li> <li>e. May 31, 2025</li> <li>f. August 30, 2025</li> <li>g. March 31, 2025</li> <li>h. October 31, 2025</li> </ul>

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**EXHIBIT A**

g. Draft Mendocino County SLR Resilience Strategy h. Final Mendocino County SLR Resilience Strategy	
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**D. BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Request for Proposals	December 30, 2023
Final Existing Conditions Analysis and Memorandum	March 31, 2024
LCP Amendment Package with adopted sea level rise baseline policies	June 30, 2024
Final SLR Analysis and Risk Assessment	September 30, 2024
SLR Resilience Strategy Initial Draft	March 31, 2025
Final LCP Hazards Management Element update language	August 30, 2025
Final Mendocino County SLR Resilience Strategy	October 31, 2025



**EXHIBIT A1**

**DEFINITIONS**

1. The term "Agreement"; this Grant Agreement.
2. The term "Budget Act"; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term "Chief Deputy Director"; the Chief Deputy Director of the Commission.
4. The terms "Commission" or "Coastal Commission" and the acronym "CCC" all refer to the California Coastal Commission.
5. The term "Executive Director"; the Executive Director of the Commission.
6. The term "Grant" or "Grant Funds"; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California's Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term "Grant Manager"; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term "Project Budget"; the Commission approved cost estimate submitted to the Commission's Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term "Public Agency"; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term "Scope of Work" refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term "Termination Date"; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

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**EXHIBIT B**

**BUDGET**

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>LABOR COSTS<sup>1</sup></b>			
<b>County/City Staff Labor</b>			
<b>Task 1 – Project Implementation and Grant Management</b>	<b>\$13,200</b>	<b>\$0</b>	<b>\$13,200</b>
<b>Task 2 – Consultant Procurement</b>	<b>\$6,600</b>	<b>\$0</b>	<b>\$6,600</b>
<b>Task 3 – SLR Resilience Strategy Planning</b>	<b>\$9,159</b>	<b>\$0</b>	<b>\$9,159</b>
<b>Task 4 – SLR Resilience Strategy and Policy Development</b>	<b>\$30,120</b>	<b>\$0</b>	<b>\$30,120</b>
<b>Total Labor Costs</b>	<b>\$59,079</b>	<b>\$0</b>	<b>\$59,079</b>
<b>DIRECT COSTS</b>			
<b>Consultants<sup>2</sup>/Partners</b>			
Consultant A			
<b>Task 1 – Project Implementation and Grant Management</b>	<b>\$27,133</b>	<b>\$0</b>	<b>\$27,133</b>
<b>Task 2 – Consultant Procurement</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Task 3 – SLR Resilience Strategy Planning</b>	<b>\$103,583</b>	<b>\$0</b>	<b>\$103,583</b>
<b>Task 4 – SLR Resilience Strategy and Policy Development</b>	<b>\$147,033</b>	<b>\$0</b>	<b>\$147,033</b>
<b>Consultants Total</b>	<b>\$277,749</b>	<b>\$0</b>	<b>\$277,749</b>
<b>Total Direct Costs</b>	<b>\$277,749</b>	<b>\$0</b>	<b>\$277,749</b>
<b>OVERHEAD/INDIRECT COSTS<sup>3</sup></b>			

<sup>1</sup> Amount requested should include total for salary and benefits.

<sup>2</sup> All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

<sup>3</sup> Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."

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**EXHIBIT B**

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>Total County/City Staff Overhead/Indirect Costs</b>	<b>\$5,908</b>	<b>\$0</b>	<b>\$5,908</b>
<b>TOTAL PROJECT COST</b>	<b>\$342,736.00</b>	<b>\$0</b>	<b>\$342,736.00</b>



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**EXHIBIT B1**

**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Local Coastal Programs)**

**1. Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
  - California Coastal Commission
  - Attn: Awbrey Yost
  - Statewide Planning Division
  - 1385 8th St., Suite 130
  - Arcata, CA 95521
- C. Each RFF form shall contain the following information:
  - 1. Grantee's name and address as shown in this Agreement.
  - 2. Invoice number and date of the RFF
  - 3. Time period covered by the RFF form during which work was actually done.
  - 4. Agreement number as shown on this Agreement.
  - 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
  - 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
  - 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
  - 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.
- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work



**EXHIBIT B1**

(budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.

- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee’s failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered “disputed” and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

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**EXHIBIT B1**

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

- 1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
- 2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

- 3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
- 4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- 5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
- 6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



**EXHIBIT C**

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants 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. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.

9. TIMELINESS: Time is of the essence in this Agreement.

10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C**

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C**

b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

**EXHIBIT D**

**Special Terms and Conditions**

1. **PROJECT EXECUTION:**
  - A. Grantee shall complete the Project before the Termination Date.
  - B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$342,736 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
  - D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
  - E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
  - F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
  - G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.



**EXHIBIT D**

**2. POTENTIAL CONSULTANTS/CONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee’s obligation to pay its consultants is an independent obligation from the Commission’s obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C (“General Terms and Conditions”) and EXHIBIT D/D1/D2 (“Special Terms and Conditions”) of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see “Travel Reimbursement” clause below.

**3. TRAVEL REIMBURSEMENT**

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission’s Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee’s consultant and subconsultant travel and related



**EXHIBIT D**

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

**4. PROPERTY PURCHASED**

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

**5. SETTLEMENT OF DISPUTES**

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission’s Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee’s position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

**6. WAIVER AND RELEASE**

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

**EXHIBIT D**

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the “INDEMNIFICATION” and “AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING” clauses of the General Terms and Conditions (EXHIBIT C), and in the “ACKNOWLEDGMENT” and “WORK PRODUCT” clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.



## EXHIBIT D1

**Local Coastal Program (LCP) Terms and Conditions****Definitions**

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

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**EXHIBIT D1**

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

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**EXHIBIT D1**

**LCP Terms and Conditions**

**1. PURPOSE OF GRANT FUNDING**

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

**2. ACKNOWLEDGEMENT**

In order to acknowledge the Commission’s support of the project, the Commission’s name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

**3. WORK PRODUCT**

It shall be the Commission’s Grant Manager’s sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

**EXHIBIT D1**

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission’s sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

**4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION**

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks



**EXHIBIT D1**

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission’s Tribal Consultation Policy ([adopted August 2018](#)).

**5. REIMBURSEMENT**

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission’s Grant Manager.

**6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS**

Prior to the Executive Director’s determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

**7. INSURANCE**

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a “risk management” plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

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1. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  3. Workers’ Compensation insurance as required by the Labor Code of the State of California.
- B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations, as applicable)
  2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.
- D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
  2. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
  3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.



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- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

#### 8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

#### 9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

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**EXHIBIT D1**

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

**10. COORDINATION OF SEA LEVEL RISE PLANNING WORK**

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

**11. TERMINATION**

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.



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**EXHIBIT D1**

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

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**EXHIBIT E**

**CERTIFICATION (GCC-1/2019)**

The Grantee’s signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

**GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
  
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**EXHIBIT E**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).



**EXHIBIT E**

- 7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
- 8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

- 1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

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### EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

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**EXHIBIT E**

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

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EXHIBIT F

INFORMAL AMENDMENT

**Amendment to \_\_\_\_\_**

1. This amendment (the "Amendment") is made by \_\_\_\_\_ and \_\_\_\_\_, parties to the agreement \_\_\_\_\_ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:  
\_\_\_\_\_

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Representative of Coastal Commission:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ATTACHMENT H  
COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, 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 [Services]; and,

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

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

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

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through \_\_\_\_\_, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME:

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

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

Budgeted:  Yes  No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: PB

\_\_\_\_\_

Line Item: 862189

\_\_\_\_\_

Grant:  Yes  No

\_\_\_\_\_

Grant No.: LCP-23-09

COUNTY OF MENDOCINO

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

By: \_\_\_\_\_  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

COUNTY COUNSEL REVIEW:

**ATTEST:**  
DARCIE ANTLE, Clerk of said Board

APPROVED AS TO FORM:

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

CHRISTIAN M. CURTIS,  
County Counsel

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

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

DARCIE ANTLE, Clerk of said Board

Date: \_\_\_\_\_

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

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_  
Deputy CEO or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Exception to Bid Process Required/Completed  \_\_\_\_\_

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to

CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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

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



all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

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

If COUNTY 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  
Planning & Building Services  
860 N Bush St  
Ukiah, CA 95482  
Attn: Julia Krog, Director

To CONTRACTOR: [Name of Contractor]  
[Number and Street]  
[City, State, Zip Code]  
ATTN:

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] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

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

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

Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

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

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

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

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

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

[END OF GENERAL TERMS AND CONDITIONS]



**EXHIBIT A**

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

**EXHIBIT B**

PAYMENT TERMS

[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.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general--vanity--sq01vn000r\\_epayablesvendors--na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sq01vn000r_epayablesvendors--na)