

EMC Planning Group, Inc.

Weber Creek Environmental and Historical Preservation Services

AGREEMENT FOR SERVICES #8717

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and EMC Planning Group, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 601 Abrego Street, Monterey, California 93940 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Office of Wildfire Preparedness and Resilience, in identifying the possible environmental impacts of the California Wildfire Mitigation Program (CWMP), in the Weber Creek area including biological, archaeological, architectural, and historical research services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal law, regulations, executive orders, Federal Emergency Management Agency (FEMA) policies, procedures, and directives, as well as all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on March 12, 2024, Consultant was formally awarded competitive Request for Proposals (RFP) 24-918-021 for Weber Creek Environmental Hazard Review services;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the Tasks specified under Phase I. No payment will be made for any work performed prior to the effective date of the Agreement. A separate written Notice to Proceed will be issued by County's Contract Administrator prior to Consultant beginning work on Tasks specified under Phase II. No payment for Tasks specified under Phase II will be made prior to the Consultant receiving the written Notice to Proceed from the County's Contract Administrator for the Tasks specified under Phase II.

The Identified Optional Tasks listed in Exhibit A may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator. Before proceeding with any work under the Identified Optional Tasks, the parties will identify the specific services to be provided for each assignment as determined at a meeting, by email, or telephone conference between County's Contract Administrator, or designee, and Consultant to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work. Upon receipt of the written scope of work, the County's Contract Administrator will provide written approval of the scope of work and authorization to proceed with the work via email. Consultant shall not commence work until receiving the written approval and authorization to proceed.

In addition to the specific services identified in Exhibit A, including the Identified Optional Tasks, this Agreement may also include Other Optional Tasks/Project Contingency. Other Optional Tasks/Project Contingency services shall include work which is related to this

project, and arising from the current scope of work, but which was not apparently needed at the execution of this agreement. Such Other Optional Tasks/Project Contingency may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator. Before proceeding with any work under Other Optional Tasks/Project Contingency, the parties will identify the specific services to be provided for each assignment as determined at a meeting, by email, or telephone conference between County's Contract Administrator, or designee, and Consultant to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. Consultant shall not commence work until receiving the written Work Order.

No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by the County's Contract Administrator, or designee, if not already approved under each work assignment. There shall be no markups allowed on mileage expenses for Consultant. Consultant is responsible for cancelling hotel rooms before cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator, or designee, has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed work assignment issued pursuant to the Agreement.

Other direct costs, materials, printing, and outside services, including rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, subconsultant services, and computer services, shall be invoiced at a fifteen percent (15%) mark-up of the Consultant's cost for the services rendered. Any invoices that include direct costs, materials, and/or outside services shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit B. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses, including Subconsultant expenses, listed in Exhibit B among the various Tasks, Identified Optional Tasks, Other Direct Costs, and Optional Tasks/Project Contingency identified therein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$192,137.01, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Office of Wildfire Preparedness and Resilience
360 Fair Lane
Placerville, California 95667
Attn.: Tom Meyer
Program Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE IV

Standards for Work: Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultants authorized herein, have full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant or subconsultant of their professional responsibility.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County

without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses and are determined to be reasonable for the completion of the project scope. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract,

delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

FEMA Provisions:

A. Debarment and Suspension Certification

1. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant or any person

associated therewith in the capacity of owner, partner, director, officer, or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and
 - iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
2. Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
 3. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 4. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 5. This certification is a material representation of fact relied upon by County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 6. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Prohibition of Expending County, State, or Federal Funds For Lobbying

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the County who in turn will forward the certification(s) to the awarding agency.

C. Access to Records

The following requirements apply to this Agreement:

1. The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Consultant agrees to provide the FEMA Administrator or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
4. In compliance with the Disaster Recovery Act of 2018, County and Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

D. Department of Homeland Security (DHS) Seal, Logo, and Flags

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

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that the County may receive FEMA financial assistance, or federal assistance or grants, state funds, and local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state, or local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third-party contracts. Consultant shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as well as all applicable provisions of state and local agency regulations, policies, procedures, and directives.

Failure of Consultant to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by Consultant and for such other remedies as may be appropriate including termination of this Agreement. Consultant shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

F. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Agreement.

G. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any, as well as the Consultant's actions pertaining to this Agreement.

H. Build America Buy America Act

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

P. Build America Buy America Act Self-Certification

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the **Weber Creek Environmental and Historical Preservation Project** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Consultant, **EMC Planning Group, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."



Signature of Consultant's Authorized Official

Michael J. Groves, President
Name and Title of Consultant's] Authorized Official

5-22-24
Date

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
 - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
 - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Office of Wildfire Preparedness and Resilience
360 Fair Lane
Placerville, California 95667

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Tom Meyer
Program Manager
Office of Wildfire Preparedness and Resilience

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

EMC Planning Group, Inc.
601 Abrego Street
Monterey, California 93940

Attn.: Michael Groves
Chief Executive Officer

or to such other location as Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any

economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political

Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

ARTICLE XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Meyer, Program Manager, Office of Wildfire Preparedness and Resilience or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk


Dated: _____

-- EMC PLANNING GROUP, INC. --

By: 

Michael J. Groves
Chief Executive Officer
"Consultant"

Dated: 5-22-24

By: 

Michael J. Groves
Secretary

Dated: 5-22-24

EMC Planning Group, Inc.

Exhibit A

Scope of Work

Project Overview:

County's Office of Wildfire Preparedness and Resilience (OWPR) is working with the California Governor's Office of Emergency Services (Cal OES) to implement a pilot project under the California Wildfire Mitigation Program (CWMP), which is funded in part by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant. This CWMP project, the Weber Creek Project (Project), aims to reduce the impacts from natural disasters, including wildfires, through implementing a series of defensible space and home hardening retrofit measures on a total of five hundred twenty-five (525) existing residential homes within the Weber Creek Project area. As a preliminary requirement of this Project includes compliance with federal and state environmental regulations, including the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and Section 106. Consultant shall assist County with the preparation of an Environmental and Historic Preservation Review to identify and document the possible environmental impacts of this Project area, including biological, archaeological, architectural, and historic impacts.

Scope of Work:

Under general direction from County's Contract Administrator, Consultant shall complete the Tasks as detailed in the Scope of Work below in accordance with the terms and conditions of this Agreement, including the reporting and deliverable requirements. Consultant shall not begin work under Phase II as noted above without prior written authorization from County's Contract Administrator. If significant changes to the Scope of Work are determined necessary, Consultant shall coordinate with County's Contract Administrator to determine if an amendment to this Agreement is necessary or if the changes would be considered Project Contingency.

For any tasks included in this Scope of Work that may require additional work, versions of reports, consultations, or otherwise expanded work, Consultant shall communicate those needs to County in writing and such work may be authorized in writing by County's Contract Administrator without a Work Order at an agreed upon cost and subject to available Project budget.

Deliverables and Schedule:

Unless otherwise specified by County, Consultant shall submit all deliverables to County's Contract Administrator. The schedules listed for each task below are provided as estimates only. Following the project kick-off meeting prior to Phase I below, or as needed for the duration of this Agreement, Consultant shall work with County's Contract Administrator to identify any changes needed to the Project schedule to account for any unforeseen delays or additional time needed for each task. Any changes to the Project

schedule or schedule for each Task and/or deliverable shall be communicated in writing and submitted to County's Contract Administrator for approval.

Project Kick-Off Meeting

Consultant shall convene an initial kick-off meeting with County prior to commencement on the Phase I tasks below. Consultant shall discuss key topics of the Project such as goals and objectives, any changes needed to the Project schedule, Project meeting frequency, roles and responsibilities of Consultant and County, and Consultant's overall planning process and timelines.

Deliverables:

- Revised Project schedule, if needed

Phase I – Environmental and Historic Preservation Reviews

Phase I shall include a review of the project area and the list of specified parcels within the Project area to identify those parcels for which the proposed program measures may have little to no environmental impact (referred to as "No-Issue"). The draft No-Issue list, provided by County, contains one hundred sixty (160) parcels and is based on Project information and approved criteria under this program. Consultant's review and mapping analysis under Phase I shall include analyzing the Project area and the draft No-Issue parcel list against maps and databases listed below under each environmental issue area, and any other available information, to identify any specific constraints for properties on the draft No-Issue list. Databases to be consulted during this Phase I review process shall include, but not be limited to:

- U.S. Fish and Wildlife Service (USFWS) layers for critical habitats and endangered species
- Secretary of Interior National Register of Historic Places layers
- Native American Heritage Commission
- U.S. Census Bureau Areal Hydrology layers for bodies of water
- U.S. Geological Survey for wetlands
- FEMA's National Flood Hazard Layer

Any parcel determined to be historically or culturally significant will be flagged for removal from the No-Issue list and analyzed under Phase II of the Project. All Phase I deliverables shall include an updated MS Excel spreadsheet flagging for removal any parcels that should be removed from the No-Issue list of properties, citing the factor affecting the removal (i.e. proximity to known archaeological sites, NAHC results, etc.). These flagged parcels shall undergo further review during Phase II of the Project if the homeowner applies to the program.

Phase I – Task 1: Biology and Botany

Project Communication, GIS Database, and Form Template Preparation

Consultant shall coordinate with County to compile a list of the one hundred sixty (160) No-Issue parcels that includes specific address and geographic coordinates. Consultant shall create and maintain a Geographic Information System (GIS) database and form template to include this information.

Database Review and Mapping

For efficiency purposes, Consultant shall divide the Project area into four (4) quadrants where detailed mapping will be prepared and used as a reference when filling out the Project review form for each parcel. The following database information shall be compiled for each of the quadrants:

- USFWS Information for Planning and Consultation (IPaC) – Consultant shall conduct a search of the USFWS IPaC database and compile reports and mapping for each quadrant.
- California Natural Diversity Database (CNDDDB) – Consultant shall search the CNDDDB for any special status species listed as Endangered, Threatened, or Rare, or as Candidates for listing by the USFWS or California Department of Fish and Wildlife (CDFW) under the state and/or federal Endangered Species Act. The special-status designation shall also include CDFW Species of Special Concern and Fully-Protected species, California Native Plant Society (CNPS) Rare Plant Rank 1B and 2B species, and other locally rare species that meet the criteria for listing as described in Section 15380 of CEQA Guidelines.

Consultant shall also conduct a search of the CNDDDB database and compile reports and mapping for each quadrant. Figures shall be prepared in GIS to illustrate the location(s) of special-status species or habitats occurring on or within three (3) miles of each of the quadrants.

- USFWS Map of Environmental Conservation Online System of Threatened and Endangered Species Active Critical Habitat Report – Consultant shall conduct a search of this system and prepare figures in GIS showing the USFWS designated Critical Habitat within three (3) miles of the quadrants. If the closest designated Critical Habitat falls outside that buffer, the nearest Critical Habitat and its proximity to the site shall be displayed.
- National Wetland Inventory (NWI) – Consultant shall conduct a search of the NWI and prepare figures in GIS displaying the USFWS NWI showing wetlands or waterways within 150 feet of the quadrants.

Biology and Botany Property Review Report

Utilizing the template prepared and the database information and mapping prepared above, Consultant shall prepare a report for each of the quadrants that includes all of the one hundred sixty (160) parcels on the draft No-Issue parcel list. If any of the parcels are removed from the No-Issue list, the factors impacting removal shall be noted. In addition to the database information, each report shall also include:

- Nesting Season Exclusion – Each report shall include a statement that no vegetation clearing work will occur during the breeding bird season (February 1 to August 31) without prior approval by County. Should work occur within that timeframe, a USFWS approved avian biologist shall perform a survey in compliance with the Migratory Bird Treaty Act no more than seven (7) days prior to the planned work to locate nests within and adjacent to the proposed work area. This survey shall be required to be repeated if clearing activities pause for more than seven (7) days.
- Community Level Vegetation Map – Consultant shall prepare one (1) or more community level U.S. Forest Service (USFS) Cal Veg Land Cover Maps to assess the land cover within one (1) mile of the Project area. If unclear, this buffer area may be extended until sufficient overview of the surrounding land cover is captured.

Phase I – Task 2: Architectural History

Consultant's architectural review shall include a review of the No-Issue parcel list to determine if the properties on the list meet all criteria necessary to remain a No-Issue parcel or if they should be flagged for further review under Phase II. Consultant shall also verify the property data for each parcel (i.e. address, parcel number, date of construction, etc.) and revise it as needed. Consultant shall review the No-Issue parcels against previous studies and/or designations, including the following:

- California Historical Resources Information System (CHRIS) Records – Consultant shall conduct a records search at the appropriate Information Center, including CHRIS, and document the built resources findings for verification of results within the Project area for both the No-Issue and Issue parcels.
- County Planning Coordination – Consultant shall coordinate with County's Planning and Building Department to determine known or designated historic properties or Mills Act properties that may exist within the Project area.
- Database Review – Consultant shall review the Built Environment Resource Database (BERD), National Register of Historic Places, California Register of Historical Resources, California Historic Landmarks, and all other applicable listings for historic built resources within the Project area.

Based on these reviews, Consultant shall update the No-Issue list with any findings and flag any properties with identified historic resources for further evaluation under Phase II.

Consultant shall also conduct additional background research as determined necessary to confirm, correct, or update parcel data if needed. Consultant shall utilize a combination of County data, Parcel Quest, historic aerial photography, historic newspapers, and any other similar sources to identify specific or estimated dates of construction not already

available through County records. Consultant shall coordinate with County regarding any properties that have no “year built” data to determine if building permits or other records are available. Any information found relevant to development history shall be noted on the No-Issue list for use under Phase II reviews. It is anticipated that this work will largely be completed remotely or in-person if needed at the California State Library or university libraries in the Sacramento area. No Project site visits are anticipated to be required for Phase I reviews.

Phase I – Task 3: National Flood Insurance Program

Consultant shall verify if individual subject parcels/properties on the No-Issue list are required to participate in the National Flood Insurance Program (NFIP) if the property address is location within a floodway or the 100-year floodplain as based on the Flood Insurance Rate Map (FIRM). A “FIRMette” shall be utilized as source from the FEMA Flood Map Service Center website. If the entire area of assessment is outside of the 100-year floodplain, this shall be demonstrated in a community-level map(s) at a scale of 1:45,000 or a scale similar to those provide for biological review. Parcel-specific maps shall be provided for those properties inside of the 100-year floodplain.

Based on a preliminary review of FEMA flood maps for El Dorado County, it is not anticipated that any of the subject parcels fall within a 100-year floodplain; however, Consultant shall review and provide FIRM mapping documentation to County to verify this determination and complete this requirement as part of the Project record.

Phase I – Task 4: Archaeology

Archaeological Records Review

Consultant shall review and certify the prepared list of 160 No-Issue parcels with a consideration of the eligible home hardening measures under this grant program. Consultant shall also review the CHRIS Records from the North Central Information Center at Cal State Sacramento, and the Native American Heritage Commission (NAHC) Sacred Lands File. In addition, other historic and land use maps shall be reviewed to identify the possibilities for undiscovered archaeological resources. Understanding the prehistoric lifeways of the Miwok Indians and the impact of Western Expansion on this area shall assist in pinpointing areas where archaeological resources have higher potential.

Archaeological Consultations

Consultant shall be available and participate in consultation with FEMA and any other federal, state, and local partners as needed. It’s anticipated that no more that two (2) consultation meetings will be needed, and a revised scope and budget may be required if additional consultation are necessary.

Archaeology Assessments

Consultant shall provide technical expertise as needed to support the archaeology assessment, National Register of Historic Places evaluation, and avoidance or mitigation of unexpected discoveries.

Final Archaeological Findings

Upon completion of Tasks 1-3 above, Consultant shall prepare and provide updated Excel files containing the revised/updated Issue and No-Issue parcel lists based on the archaeological findings and constraints identified.

Phase I Schedule:

- Biology and botany reviews shall be completed within 8 Weeks of receipt of County GIS parcel data, and No-Issue parcel list.
- Architectural reviews shall be completed within 8 Weeks of receipt of County GIS parcel data, and No-Issue parcel list.
- National Flood Insurance Program reviews shall be completed within 4 Weeks of receipt of County GIS parcel data, and No-Issue parcel list.
- Archaeological reviews shall be completed within 8 Weeks of receipt of County GIS parcel data and No-Issue parcel list.

Phase I Deliverables (Tasks 1-4 above):

- Updated No-Issue parcel list in Excel, flagging for removal any parcels that should be removed and citing the factor(s) affecting removal for further review under Phase II. This list shall contain the latitude/longitude, County's Assessor's Parcel Number (APN), address, and a status column indicating issue status.
- Draft and Final Phase I Subject Matter Expert (SME) Review Form.
- GIS Shapefiles (including KMZ files), with accompanying spreadsheet depicting all possible parcels with private residential homes within the Project area boundaries that meet program criteria.

Phase II – Environmental and Historic Preservation Reviews

As homeowners from within the Project area apply to participate in the Project and are determined to be eligible, County will conduct home assessments for each property and prepare a property-specific scope of work with the recommended defensible space and home hardening measures in accordance with the established program criteria developed by CalOES and FEMA and EHP Site-Specific Checklist. County will consider bundling applications and review depending on the submission of applications as they are received.

Any property not included on the updated No-Issue parcel list will be referred to Phase II review for further evaluation and analysis by Consultant. Additionally, any No-Issue property with a scope of work that exceeds the property conditions established by FEMA for the program will also be referred to Phase II for further evaluation. Consultant shall prepare a SME Review Form template similar to the CWMP SME Review Form for each of the subject matter topics, including Biology/Botany, Historic Architectural Historian, and Archaeologist, for use when further evaluating Phase II review properties. Each form shall be prepared to address the specific information and data necessary to ensure forms are adequately completed in accordance with CWMP requirements. Consultant shall submit the blank forms for each subject matter topic to County for review prior to completion of the first SME Review Form.

Following the reviews of each SME Review Form as noted below, Consultant shall provide County with each completed package, including the SME Review Form and Certification, for submission to FEMA. Consultant shall be available to respond to any questions from FEMA regarding each property and requests for additional information or subsequent consultations. Unless otherwise indicated or requested by County, all SME Review Forms will be provided as PDFs and/or MS Word files.

Phase II – Task 1: Architectural History

Architectural History

Consultant shall perform all required architectural history associated reviews deemed necessary per property following the Phase I review above. Utilizing the Issue list of properties and/or those flagged for further evaluation, Consultant shall review documentation in each application package, including the property specific recommended defensible space and home hardening work (SOW), home assessment report, and Site-Specific Checklist, and then prepare a CWMP SME Review Form with appended technical reports described below. The technical reports shall include statements regarding methodology and the preparer's qualifications.

Consultant shall determine if the SOW meets the Programmatic Allowances outlined in the 2019 Programmatic Agreement among FEMA, Cal OES, and California State Historical Preservation Officer (SHPO). If the subject property meets the Programmatic Allowances, Consultant shall prepare a CWMP SME Review Form and that will complete the Phase II Review for built resources and no further evaluation will be required. It is anticipated that up to fifty (50) properties will fall within this scenario for review.

Those properties that require further evaluation will include Issue, flagged, and those that are forty-five (45) years or older at the time of application, and it is unknown how many total properties will fall into these categories. It is also not known how many of the properties that require further evaluation will be the subject of an application. The number of properties that will require this further evaluation is anticipated to be determined following the completion of Phase I review work and an amendment to this Agreement may be necessary to account for additional work and costs beyond that included in this Agreement.

If the SOW does not meet Programmatic Allowances, Consultant shall evaluate built resources that are more than forty-five (45) years old and define the appropriate Area of Potential Effects (APE) boundary. The APE shall include the entirety of the SOW footprint that may have the potential to affect historic properties, including staging areas.

Consultant shall also identify built resources interested parties (i.e. historical societies, and local preservation organizations) for Section 106 consultation. Consultant shall work with County to ensure that parties interested in built resources are included in this notification and include the contact information list for inclusion in cultural resources consultation and documentation.

Consultant's Architectural evaluations shall include the following:

- Inventory/Field Survey and Research – Consultant shall conduct field work to record the built resources using photography and notes for the Project site as well as research in local historical records. Research may include records held by County's Assessor's Office, Board Clerk's Office, and/or Planning and Building Department as well as other regional archives and libraries. Consultant shall coordinate with County on the appropriate access to County records (i.e. property file jackets, permit information, etc.). Consultant shall also incorporate and expand on any relevant information collected during the Phase I reviews.
- Evaluation – Consultant shall apply National Register and California Register program significance criteria in each evaluation of a built resource. The inventory and evaluation shall be documented on State of California Department of Parks and Recreation (DPR) 523 form sets. Each form shall include photographs, site maps, and reproduction of historic images, if available. The DPR 523 form sets shall be appended to the CWMP SME Review Forms.

If the conclusion of the evaluation is that a built resource does not meet National Register of California Register criteria for significance, no further study is required. Consultant shall prepare a brief technical memorandum to summarize the evaluation conclusions and append it to the CWMP SME Review Forms, as well as a draft summary of conclusions for use in a SHPO consultation letter for each property, all of which shall be included in the cultural resource compliance documentation.

If a historic property is identified (i.e. built resource meets the National Register significance criteria), Consultant shall complete the following:

- Consultant shall conduct an effects analysis of the SOW for historic properties of the SOW for historic properties identified and the analysis shall apply the Criteria of Adverse Effect in accordance with 36 CFR Part 800.5(a). These results shall be included in the SME report and SME CWMP Review Form, and summarized for use in a SHPO consultation letter, all of which shall be included in the cultural resource compliance documentation.

- If no adverse effects are identified, Consultant shall recommend approval of the SOW. If potential adverse effects are identified, Consultant shall make recommendations regarding how the proposed SOW could be revised to avoid, minimize, or mitigate the adverse effects. For example, Consultant may propose alternative methods or materials that could avoid or minimize adverse effects, if any such alternatives are possible to reduce potential effects and/or preserve the historical integrity of the subject property.
- If effects cannot be completely avoided, Consultant shall make recommendations regarding potential mitigation options that follow the stipulations of the 2019 Programmatic Agreement such as measures described in the Programmatic Agreement, Appendix C. Execution of such measures may require additional site visits to conduct recordation photography.

During Phase II, Consultant shall assist with the built historic properties consultation with FEMA, SHPO, and other federal, state, or local partners as determined necessary. This coordination is anticipated to be conducted remotely; however, Consultant shall also be available for in person consultations with the SHPO in Sacramento or with County for up to three (3) off-site meetings throughout the term of this Project.

Phase II – Task 2: Archaeology

Phase II work associated with archaeological resources shall consist of an in-depth review of parcels flagged from the No-Issue list and shall consist of work outlined below. Consultant assumes that no more than ten percent (10%) of the parcels on the No-Issue list will be flagged for the Issue list. If additional parcels beyond that amount are flagged for review, a revised scope of work and budget amendment may be required.

Archaeological Review

For each identified property in the Issue list, Consultant shall review the Programmatic Allowances II.F.2.a-d. in Appendix B of the 2019 Programmatic Agreement among FEMA, Cal OES, and SHPO; CHRIS records; and NAHC Sacred Lands File Search and other available sources of information that each subject property does not contain any identified archaeological sites or other recorder cultural resources, any identified tribal cultural resources, and that the property doesn't possess a high likelihood of containing cultural materials on the ground surface in the location where the work is proposed for each property.

Archaeology Assessments

Consultant shall provide technical expertise as needed to support the archaeology assessment, National Register of Historic Places evaluation, and avoidance or mitigation of unexpected discoveries.

Archaeological SME Review Forms

Upon completion of Tasks 1-2 above, Consultant shall prepare a final archaeological specific SME Review Form addressing any identified resources for each flagged property. Each form shall also include a review and inclusion of the proposed defensible space and/or home hardening retrofit measures for each flagged property.

Phase II – Task 3: Biology and Botany

Consultant shall compile a list of the identified Issue parcels and any parcels added after the Phase I review that include sensitive biological resources. Consultant shall then complete and submit a biology/botany specific SME Review Form for each Issue and/or flagged parcel to County for review. This form shall also include a table with data fields for each protected wildlife and plant species by scientific name, common name, status, number of occurrences, growth form, habitat types, blooming period, indication if critical habitat is present, potential to occur within the work area(s), and potential to be impacted by the Project.

Additionally, one (1) or more figures shall be prepared to highlight the sensitive resources present on each parcel. This shall include, but not be limited to:

- USFWS IPac designated critical habitat within three (3) miles of the parcel
- CNDDDB occurrences within or adjacent to the parcel
- USFWS NWI map showing that the vegetation clearance zone falls within 150 feet of a wetland or waterway

Consultant shall provide input to County on the proposed defensible space and home hardening retrofit measures for each reviewed parcel, and either approve the measures or provide alternative options to best preserve the environmental integrity of the property. Consultant shall also be available and respond to any questions from County and/or FEMA.

Phase II Schedule:

- Architectural reviews shall be completed within 8 weeks of receipt of property-owner application.
- Archaeological reviews shall be completed within 8 weeks of receipt of property owner application
- Biology and botany reviews shall be completed within 8 weeks of receipt of property owner application

Phase II Deliverables (Tasks 1-3 above):

- Updated No-Issue and Issue parcel lists in Excel. This list shall contain the latitude/longitude, County's Assessor's Parcel Number (APN), address, and a status column indicating issue status.
- Draft and final Architectural effects analysis
- Figures and maps identifying biology/botany habitats and resources.
- Final Topic-Specific SME Review Forms, including a review of proposed defensible space and home hardening retrofit measures

Identified Optional Tasks

At the request of County's Contract Administrator, Consultant may be required to conduct Nesting Bird Surveys at various times throughout the term of the Project. These surveys are required if work in the Project area or specific parcel where protected bird species are identified, and the work cannot occur outside of the bird nesting season (February 1 – August 31). Prior to any survey work, Consultant shall prepare a list of qualified biologists to the USFWS for review and approval as qualified avian biologists. All surveys shall be conducted in accordance with the Migratory Bird Treaty Act and be conducted no more than seven (7) days prior to the planned work to locate nests within and adjacent to the proposed work area. If an active nest is detected, work must be suspended until the young have fledged, or protective measures must be implemented. Surveys shall also be repeated if construction activities pause for more than seven (7) days on any parcel within the nesting bird season.

Other possible Identified Optional Tasks may include, but not be limited to:

- Phase II Review – Historic Evaluation
- Phase II Review – Property Requiring Effects Analysis/SHPO and FEMA Consultation
- Mitigation Photography

Other Optional Tasks/Project Contingency

County may require Consultant to perform additional tasks not included in the Scope of Work above but determined by County and Consultant to be necessary for the completion of the Project. If such Project Contingency services are needed, Consultant shall coordinate with County's Contract Administrator to determine the appropriate scope, costs, deliverables, and schedule, and County will issue a separate written Work Order(s). Consultant shall not commence with any Other Optional Tasks or additional tasks prior to the receipt of written authorization or a fully-executed Work Order(s), as applicable.

EMC Planning Group, Inc.

Exhibit B

Rates and Cost Estimate

All of Consultant's services, inclusive of any Work Orders issued pursuant to this Agreement for Optional Tasks/Project Contingency, shall be in accordance with the following rates and cost estimates.

Staff Rates:

Classification:	Rate:
Senior Principal	\$295.00 / hour
Senior Planner	\$205.00 / hour
Assistant Planner	\$140.00 / hour
Registered Professional Archaeologist	\$145.00 / hour
Principal Biologist	\$225.00 / hour
Senior Biologist	\$185.00 / hour
Associate Biologist	\$170.00 / hour
Graphics	\$140.00 / hour
Production Manager	\$125.00 / hour
Administrative/Production	\$115.00 / hour

Cost Estimate:

Phase I: Environmental and Historic Preservation Reviews

Task	Description	Cost
1	Biology and Botany	\$40,625.00
2	Architectural History (subconsultant oversight/review)	\$3,575.00
3	National Flood Insurance Program Review	\$3,015.00
4	Archaeology	\$13,240.00
Consultant Phase I Subtotal:		\$60,455.00

Phase II: Environmental and Historic Preservation Reviews

Task	Description	Cost
1	Architectural History (subconsultant oversight/review)	\$2,755.00
2	Archaeology (<u>per property</u>)	\$9,650.00
3	Biological and Botany Resources Support (<u>per property</u>)	\$6,405.00
Consultant Phase II Subtotal:		\$18,810.00

Subconsultant Costs (JRP Historical Consulting)

Phase	Description	Cost
I	Architectural History ("No-Issue" Reviews)	\$17,122.57
II	Architectural History ("Issue" / Flagged Property Reviews)	\$34,623.74
	Subconsultant Overhead 15%	\$7,761.95
Subconsultant Total:		\$59,508.26

Other Direct Costs

Description	Cost
Production Costs	\$100.00
Travel Costs	\$1,500.00
Postal/Deliverables	\$50.00
Misc. (North Central Information Center Records & CNDDDB Search)	\$1,275.00
Administrative Overhead	\$438.75
Other Direct Costs Total:	\$3,363.75

Identified Optional Tasks, Other Optional Tasks/Project Contingency

Description	Cost
Nesting Bird Survey (<u>per property</u>)	\$3,500.00
Phase II Review – Historic Evaluation (<u>per property</u>)	\$9,832.22
Phase II review – Property Requiring Effects Analysis / SHPO & FEMA Consultation (<u>per property</u>)	\$9,162.46
Mitigation Photography (<u>per property</u>)	\$4,219.12
Other Optional Tasks/Project Contingency	\$23,286.20
Identified Optional Tasks, Other Optional Tasks/Protect Contingency Total:	\$50,000.00

Consultant Phase I	\$60,455.00
Consultant Phase II	\$18,810.00
Subconsultant	\$59,508.26
Consultant Other Direct Costs	\$3,363.75
Optional Tasks/Project Contingency	\$50,000.00
Total Cost Estimate:	\$192,137.01

All expenses and their distribution among the Tasks above are estimates only. This Exhibit represents the composition of the not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, Consultant may request to reallocate the expenses, including Subconsultant expenses, listed herein among the various Tasks, Identified Optional Tasks, Other Direct Costs, and Other Optional Tasks/Project Contingency identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

EMC Planning Group, Inc.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

___ YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

___ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

5-22-24

Date



Signature of authorized individual

EMC Planning Group

Type or write name of company

Michael J. Groves

Type or write name of authorized individual