

Wood Environment & Infrastructure Solutions, Inc.
Safety Element Update

AGREEMENT FOR SERVICES #5185

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 Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1105 Lakewood Parkway, Suite 300, Alpharetta, Georgia 30009 and whose local office is 10940 White Rock Road, Suite 190, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department with updating County's General Plan Safety Element;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the specialty skills and qualifications not expressly identified in County classifications are involved in the performance of this work as authorized by El Dorado County Ordinance 5116, Title 3, Chapter 3.13, Section 3.13. 030(B);

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, subconsultants, and services necessary to providing assistance in updating County's General Plan Safety Element. Services shall include those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). ESRI ArcGIS Map PKG shall be used for submittal of maps or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. 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.

All of the services included hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

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 "Rate Schedule," incorporated herein and made by reference a part hereof. Consultant may submit a new proposed Rate Schedule annually to County's Contract Administrator, which shall require written approval and acceptance by County's Director of Planning prior to the new rates becoming effective.

Reimbursement for mileage/travel expenses for Consultant or any authorized subconsultant pursuant to this Agreement shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage/travel rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) require prior written approval by County's Contract Administrator and will be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Other direct costs, including subconsultants' services authorized herein, shall be invoiced at Consultant cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultant costs shall be accompanied by backup documentation to substantiate Consultant 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 C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, Other Direct Costs, subconsultants, and Mileage/Travel Expenses 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 \$215,142, 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. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Christopher Smith
Administrative Analyst

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports 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 or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE IV

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 V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once per month. The reports shall be sufficiently detailed for County Contract Administrator to

determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special issues encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of responsibility as defined by County's Contract Administrator. Progress Reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the Progress Reports that relate to the services being billed on those invoices.

ARTICLE VI

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. If County desires to reuse documents or other deliverables, including electronic media, pertaining to the project prepared by Consultant, County may do so, but if such documents or other deliverables are reused by County for any purpose other than that for which documents or deliverables were originally prepared, or if County causes such documents or deliverables, to be altered without Consultant's written consent, such reuse shall be at County's risk. Copies may be made for Consultant'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. Consultant 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 VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Project Manager or subconsultants, without prior written approval by County's Contract Administrator.

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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

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 Planning and Building Department 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

Subcontracting, 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Services, for the particular tasks, work, and deliverables identified therein. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XI

Independent Contractor/Liability: 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, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

ARTICLE XII

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 XIII

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 California Government Code § 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 XIV

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as 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 XV

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:

<p>To County:</p> <p>County of El Dorado Planning and Building Department 2850 Fairlane Court Placerville, California 95667</p> <p>Attn.: Rob Peters Deputy Director of Planning</p>	<p>With a copy to:</p> <p>County of El Dorado Chief Administrative Office 2850 Fairlane Court Placerville, California 95667</p> <p>Attn.: Michele Weimer Procurement and Contracts Manager</p>
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or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Wood Environment & Infrastructure Solutions, Inc.
 10940 White Rock Road, Suite 190
 Rancho Cordova, California 95670

Attn.: Dennis Papilion, Senior Vice President

or to such other location as Consultant directs.

ARTICLE XVI

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 XV, 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 XVII

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 California Civil Code Section 2778.

ARTICLE XVIII

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.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same, if requested.

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE XXII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants 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, subconsultants, 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, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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, subconsultants, 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 Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIII

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 XXIV

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 XXV

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 XXVI

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 XXVII

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 XXVIII

Consultant's Project Manager: Consultant designates Juliana Prospero, Senior Environmental Scientist, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables issued pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel authorized herein.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Rob Peters, Deputy Director of Planning, Planning and Building Department, 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

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 XXXII

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 XXXIII


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 XXXIV

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: 
Board of Supervisors
"County"


Dated: 3/16/2021

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3/16/2021

--WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.--

By: 
Dennis Papillon
Senior Vice President
"Consultant"

Dated: 01/25/2021

By: 
Bradley J. Knight
Secretary

Dated: 01/21/2021

Wood Environment & Infrastructure Solutions, Inc.

Exhibit A

Scope of Services

Project Summary

Consultant shall assist County with updating the General Plan Safety Element, including Climate Vulnerability Assessment (CVA) Report and California Environmental Quality Act (CEQA) documentation. This scope of work includes a thorough update to County's General Plan Public Health, Safety, and Noise Element (Safety Element) goals, objectives, and policies; with an appropriately detailed CVA Report.

The deliverables schedule will be determined by County's Contract Administrator and Consultant and incorporated into this Exhibit A to the Agreement as an addendum. Services shall include the following:

Task 1: Project Management

Consultant shall track project phases, budget, and deliverables, including preparation of meeting agendas and phone check-ins, on a weekly basis using hands-on participation and oversight by Consultant's Project Manager. Consultant shall practice strict management controls by staff assignments, task management, scheduling, cost control and tracking, and ongoing communication with County. Consultant shall use Microsoft Project® and other scheduling tools to ensure complex tasks are completed according to schedule to be determined by County's Contract Administrator and Consultant. Consultant shall coordinate with County staff via phone and email, including up to twenty-four (24) half hour teleconference calls, as needed throughout the project. Consultant's Project Manager shall also ensure regular monthly progress reports are provided via email to County's Contract Administrator. In addition, Consultant shall assist in the preparation of staff reports, exhibits, and presentations for the Planning Commission (Commission) and the Board of Supervisors (Board), including attendance at one (1) Commission meeting and one (1) Board meeting.

In summary, Consultant shall meet the required timeframe and deliverables within the prescribed budget and schedule for County's Safety Element update through regular communication with County. Specifically, Consultant's Project Manager shall:

- Develop and track a critical path schedule for the project, which shall be updated monthly;
- Prepare monthly progress reports to be submitted with payment invoices (e.g., invoice transmittals) describing work progress, percent of work complete, and percent of budget expended by task; and

Consultant's monthly progress reports shall summarize the work anticipated in the next three (3) months. Progress reports shall be clear and concise, but with enough detail for County to determine the project is on schedule and within budget.

Deliverables:

- Regular meeting agendas followed by phone check-ins with County Project Management staff as needed
- Monthly progress reports via email to Contract Administrator
- Attendance by Consultant's Project Manager at one (1) Commission Meeting, including assistance in the preparation of staff reports, exhibits, and presentations
- Attendance by Consultant's Project Manager at one (1) Board Meeting, including assistance in the preparation of staff reports, exhibits, and presentations
- Monthly project management meetings (up to twenty-four (24) half-hour teleconference calls) with Consultant's Project Manager and County Project Management staff
- One (1) project schedule including task and deliverable due dates

Task 2: Project Initiation

Consultant shall prepare for and attend one (1) in-person project initiation meeting with County staff to initiate work on the Safety Element update. The purpose of the meeting will be to review the project goals, scope of work, schedule, budget, regulatory guidance and requirements, data needs, and key tasks. During the project initiation meeting, Consultant shall discuss key communication protocols, schedule monthly project communication calls (noted in Task 1), and identify potential members for Safety Element Advisory Committee (SEAC). Consultant shall also initiate discussions about stakeholder and public engagement, and other expectations to ensure a successful project.

Subtask 2.1: Scoping

During scoping, Consultant shall focus on the overall scope of services and work plan, team roles and responsibilities, and project milestones in order that the SEAC, participating agencies, stakeholders, and public understand why County is updating County's General Plan Safety Element.

Subtask 2.2: Consult State Guidance

During the project initiation meeting, Consultant shall provide an overview of key legal requirements outlined in Government Code § 65302 subsections (g)(3), (g)(4), and (g)(5). These legal requirements are also the result of recent state legislation, specifically Senate Bill (SB) 1241, Assembly Bill (AB) 2140, SB 379, SB 1000, and SB 747. These key legal requirements and state General Plan guidelines shall guide the development of County Safety Element and ensure consistency and integration of the Safety Element, CVA, and Local Hazard Mitigation Plan (LHMP). A summary of these key regulatory legislation and corresponding legal requirements is summarized below:

- SB 379 - Requires inclusion of climate change vulnerability assessment and integration of adaptation strategies in the Safety Element, encourages climate change effects discussion in LHMPs. These requirements are included in Government Code Section 65302 (g)(4) (2015).

- SB 1000 - Requires inclusion of environmental justice and equity goals and policies in the Safety Element. Identification of Disadvantaged Communities pursuant to Government Code Section 65302.10 (2016).
- AB 2140 - Links LHMPs and Safety Elements by encouraging the adoption of LHMPs into Safety Elements and by tying funding eligibility to approval of LHMPs (2006).
- SB 1241 - Requires Safety Element to address wildfire risks in State Responsibility Areas and Very High Fire Hazard Severity Zones, and includes review by State Board of Forestry and Fire Protection (2012).
- SB 747 - Requires Safety Element update to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. These requirements are included in Government Code Section 65302.15 related to land use (2019).
- Other - SB 99 (identification of residential neighborhoods in hazard areas without two [2] emergency evacuation routes), SB 1035 (requires update to climate adaptation strategies in Safety Element at least every eight [8] years), AB 32 (Global Warming Solutions Act), emergency management plans, funding opportunities (e.g., CalOES Hazard Mitigation Grant Program).

Subtask 2.3: Data Needs

Consultant shall compile background research from available Adaption Planning Guide (APG) and General Plan guidance (Office of Planning and Research [OPR] 2017 General Plan Guidelines), existing studies and planning mechanisms, and tools (e.g., the Toolkit) and review of study methodology. Consultant shall prepare an initial data needs list and establish a project master contact list, starting with key County departmental staff. The data needs list shall consist of a list of key County planning documents that may not be publicly available and related to Capital Improvement Projects, and a geographic information system (GIS) shapefile list.

Consultant shall use its detailed and robust data dictionary which includes spatial data sets and metadata (e.g., where the data came from, projection and coordinate system, what kinds of post-data processing occurred). The GIS data needs list shall assist Consultant's GIS Specialist in compiling, organizing, and developing an understanding of County's population demographics, property and parcels, critical assets and lifelines, and infrastructure.

Consultant's GIS Specialist shall design and manage a geodatabase for this project that is intended to support the Safety Element update, the development of the CVA, and subsequent updates to County's LHMP. This database shall inform the hazards and infrastructure mapping summarized in Task 8. This process shall also allow Consultant and County staff to identify gaps in data that may need to be obtained or created during

this project. Consultant shall coordinate with subconsultant Spatial Informatics Group, LLC (SIG) on the compilation of preliminary wildfire risk datasets. These data sets shall later be used to provide hazard maps, data visualization tools, and an important resource designed to communicate and illustrate hazard and climate information in County.

Subtask 2.4: Safety Element Advisory Committee

Consultant shall work with County staff to identify potential members and develop a list to form a Safety Element Advisory Committee (SEAC) primarily consisting of representatives of local Fire Districts, Fire Safe Councils, County Sheriff's Office of Emergency Services, and County staff from various departments including: Air Quality Management District, Chief Administrative Office, Department of Transportation, Environmental Management, and Planning and Building Department. Consultant's team may suggest additions to the list of all appropriate agencies, organizations, and individuals to contact for inclusion in the advisory committee. The SEAC shall liaise between Consultant and County staff to provide relevant guidance and review of the Safety Element Update and the CVA deliverables.

Consultant shall attend, present, and participate at three (3) SEAC Work Sessions, and County staff meetings as required by County. Consultant's Project Manager shall attend all three (3) SEAC Work Sessions in-person, Consultant's Senior Hazard Mitigation Associate shall attend one (1) of the three (3) SEAC Work Sessions and the others via tele-conference/webinar, and Consultant's Associate Planner shall attend two (2) of the three (3) SEAC Work Sessions in-person and the other SEAC Work Session via tele-conference/webinar. Each on-site SEAC Work Session shall include preparation and attendance time. Consultant shall prepare agendas, reference materials, and meeting minutes, as well as formal invitations for SEAC participation as needed. Agendas shall be provided to County at least twenty-four (24) hours prior to each SEAC Work Session or County staff meeting, and all other materials shall be distributed to County within five (5) days after the workshop/meeting. Other meeting attendance and assumptions are summarized in subsequent tasks (Tasks 4-6, and Task 12).

Subtask 2.5: Project Schedule

Consultant shall develop a detailed project schedule with milestones for adoption of the Safety Element by the Board. Consultant shall review the scope of services and schedule and make updates based on the project initiation meeting; as noted in Task 1. This shall occur on a monthly basis. The schedule shall include timelines for response to the SEAC, Commission, and Board, and review and adoption of the Safety Element Update as well as County staff review times.

Deliverables:

- Attendance at one (1) project initiation meeting (includes agenda and minutes)
- One (1) detailed project schedule
- One (1) Data Needs List (includes both document list and GIS data needs list)
- One (1) list of members to contact for the SEAC

- Formal invitations for SEAC participation as needed
- Attendance at three (3) SEAC work sessions (Consultant's Project Manager shall attend all three [3] work sessions, Senior Hazard Mitigation Associate will attend one [1] session, and Associate Planner will attend two [2] sessions)
- One (1) list of stakeholders to engage in the process
- One (1) overview of key legal requirements
- One (1) geodatabase for project

Task 3: Plan Review

Consultant shall review the existing Public Health, Safety, and Noise Element and LHMP to develop a thorough understanding of the element and plan, whether there are any inconsistencies between the plans, or whether the two (2) plans goals and policies complement each other. Consultant shall focus its review on key components of each plan, specifically the hazards profiled (e.g., what hazards were identified and what hazards are missing), hazards prioritized (e.g., have hazard priorities changed based on disaster declarations, climate change effects, and/or development trends), risk assessment findings (e.g., has the perceived risk in County changed), and the capabilities/general plan implementation plan (e.g., have County capabilities changed, what mitigation projects have occurred over the last five [5] years). Consultant shall integrate feedback from brainstorming exercises and preliminary surveys conducted during the first SEAC meeting. Consultant shall review and compile documents relevant to the Safety Element, including State law legal requirements identified in Task 2.2.

Subtask 3.1: Consult State Guidance

Consultant shall review and synthesize applicable state laws, procedural and statutory requirements, and OPR, California Department of Fire and Forestry (CAL FIRE), and California Office of Emergency Services (Cal OES) guidance documents (2017 General Plan Guidelines, APG Version 2.0, etc.), and relevant legislative bills including but not limited to SB 379 (Jackson-Climate adaptation); SB 1241 (General plans: safety element - fire hazard impacts State Responsibility Areas (SRAs) and Very High Fire Hazard Severity Zones (FHSZs), 2012); AB 747 (General plans: safety element); and AB 2140 (Hancock- General plans: safety element 2006), among others noted in Task 2.2. Once completed, Consultant shall identify and review any additional state legal requirements and guidelines concerning the development of County Safety Element including but not limited to California Government Code § 65302(g)(3)(4)(5).

Subtask 3.2: Review County's Current Safety Element

Consultant shall review County's current Public Health, Safety, and Noise Element in the 2004 El Dorado County General Plan and other supporting material, such as any consistency analyses included in the Program Environmental Impact Report (EIR), as needed. The updated Safety Element shall address all relevant topics, in addition to those not explicitly required under State law, but that will also create a safer County, improve community well-being, and ensure County resilience to natural disasters and perpetual environmental stressors. Consultant shall review the existing Safety Element to understand how it currently protects County against climate change. Consultant shall also review how the existing Safety Element integrates emergency management. As

such, any further review and initial updates to the Safety Element shall not occur until after the Draft CVA has been prepared and reviewed by the SEAC and County staff. This ensures early consistency between the Safety Element and CVA. A review of the Safety Element for internal policy consistency with the existing LHMP shall be completed consistent with California Government Code and to ensure compliance with AB 2140. Consultant shall provide the consistency analysis and recommended changes to the Safety Element as part of the regulatory crosswalk described in Subtask 3.4.

Subtask 3.3: Review Relevant Documents

Consultant shall review documents relevant to amending the Safety Element, including but not limited to:

- 2004 El Dorado County General Plan;
- El Dorado County Zoning Code (Title 130 of County Code of Ordinance);
- El Dorado County 2018 LHMP (adopted in 2019);
- El Dorado County Emergency Operations Plan;
- Cal-Adapt tool;
- California APG (Version 2.0 Draft);
- OPR Integrated Climate Adaptation and Resiliency Program;
- OPR Fire Hazard Planning General Plan Technical Advice Series; and
- El Dorado Hazardous Materials Area Plan

Consultant shall also review and summarize certified local ordinances to determine whether they meet or exceed Title 14 SRA Fire Safe Regulations, pursuant to 14 California Code of Regulations (CCR) 1270.01 and 1270.03. Based on feedback from the first SEAC meeting, Consultant shall also identify coordination mechanisms between fire districts, first responders, and decision-makers and any other capital improvement program (CIP) planning processes underway designed to improve disaster resiliency in County.

Subtask 3.4: Regulatory Crosswalk

Consultant, with guidance from the SEAC, shall compare actions from the LHMP with policies and actions from the 2004 General Plan to develop a “regulatory crosswalk” to understand where El Dorado County’s LHMP and comprehensive General Plan complement one another and where they are potentially inconsistent. This subtask will expand on initial findings from Subtask 3.2. As part of this subtask, Consultant shall document the methods in which County sought to implement the policies and define key challenges County faced in interpreting and applying the policies consistently, predictably, and fairly. Consultant shall review and document the historical and current progress made on the programs, policies, and goals in the General Plan Safety Element, finalize the consistency analysis between the Safety Element and LHMP, and make final recommendations for changes in the updated Safety Element. The consistency analysis, regulatory crosswalk, and final recommendations shall provide County with language that effectively integrates the Safety Element and LHMP, thereby ensuring compliance with AB 2140.

Consultant shall provide one (1) electronic copy of memorandum documenting an itemized list and synopsis of laws, plans, and guidelines applicable to the Safety Element update, including documentation of historical and current programs, policies, and goals in the Safety Element and LHMP (County's existing capabilities), and one (1) list of recommendations for Safety Element amendments based on plan review.

Consultant shall provide one (1) electronic copy of the Administrative Draft Regulatory Crosswalk for SEAC and County staff review and comment. Upon receipt of one (1) consolidated set of County comments, Consultant shall finalize the Administrative Draft Regulatory Crosswalk and list of Safety Element recommendations.

Deliverables:

- One (1) Memorandum documenting an itemized list and synopsis of laws, plans, and guidelines applicable to the Safety Element update
- One (1) Administrative Draft and Final Regulatory Crosswalk (Safety Element and LHMP)
- Documentation of historical and current programs, policies, and goals in the Safety Element and LHMP (County's existing capabilities)
- One (1) List of Recommendations for Safety Element amendments based on plan review

Task 4: Climate Vulnerability Assessment

Consultant shall draft a comprehensive CVA Report, which shall identify the risks that climate change poses to County and the geographic areas at risk from climate change impacts following the guidance found within SB 379 (Jackson-Climate Adaptation) and other relevant vulnerability assessment tools and guides. The CVA shall identify how County is vulnerable to wildfire, flooding, landslides, increased and early water runoff, reduced snowpack levels, and other relevant climate-related hazards. The CVA shall help inform the development of new and revised goals and policies in the Public Health, Safety, and Noise Element that respond to these climate changes consistent with the requirements outlined in California Government Code § 65302 (g)(4). The CVA shall also be prepared in accordance with the adaptation planning process identified in the California APG and Regional Resilience Toolkit. This task includes several additional steps County should consider in preparing the CVA, including but not limited to: development of resilience goals; organization of specific climate change spatial datasets; review of completed climate studies in the region; climate hazard mapping; identification of critical assets and climate stressor thresholds; and a characterization of asset exposure, adaptive capacity, and impacts. These additional steps are summarized in more detail in Subtask 4.2.

Subtask 4.1: Stakeholder Outreach

Consultant shall conduct two (2) stakeholder meetings and outreach with relevant County, regional, state, and federal agencies and non-governmental organizations (NGO) to gather data/reports, and coordinate and inform the development of the Draft CVA. Consultant expects one (1) stakeholder workshop shall be held in Placerville and

one (1) workshop shall be held in South Lake Tahoe. Relevant stakeholders may include federal agencies such as: FEMA, U.S. Forest Service, El Dorado National Forest, Lake Tahoe Basin Management Unit (LTBMU), National Oceanic and Atmospheric Association (NOAA), and U.S. Geological Survey. State agencies may include OPR, Cal OES, California Department of Transportation (Caltrans), California Tahoe Conservancy, and Tahoe Regional Planning Agency (TRPA). Local agencies and important NGOs that County should consider inviting to stakeholder workshops include the City of Placerville, City of South Lake Tahoe, Sierra Business Council (Sierra CAMP is the regional climate collaborative), Tahoe Resource Conservation District, Tahoe Transportation District, Meyers Community Foundation, and El Dorado Community Foundation.

For this task, County staff will assist in the identification and coordination with County agencies and organizations responsible for County safety including but not limited to: fire protection, police, utilities, transportation, and other facilities. Consultant shall prepare and facilitate two (2) stakeholder workshops. Consultant's Project Manager shall attend the two (2) stakeholder workshops and shall be supported by Consultant's Associate Planner. Other public meetings and workshops associated with stakeholder outreach are summarized in Task 5.

Consultant shall provide one (1) PowerPoint presentation for use during stakeholder workshops and public meetings.

Subtask 4.2: Draft Vulnerability Assessment

The CVA shall provide a comprehensive vulnerability assessment of communities, facilities, infrastructure, transportation systems, structures, and populations that may be impacted by climate change. As noted in the Request for Proposal (RFP), this CVA will not repeat the vulnerability assessment conducted as part of the LHMP, but will further expand on County's vulnerability to hazards in respect to climate vulnerabilities based on the approach summarized in the Executive Summary of the Consultant's proposal. The CVA shall serve as the foundation for the update to the safety portions of the Public Health, Safety, and Noise Element. Consultant proposes the following additional multi-step process of preparing the CVA.

Step 1: Development of Resilience Goals

During the first SEAC meeting, Consultant shall discuss overarching project goals. Consultant shall conduct a series of goal development exercises and surveys to initiate goal development. These goals shall build on the desired outcomes identified during the Project Initiation Meeting (Task 2) so the team can develop specific resilience goals based on initial input and a preliminary assessment of vulnerabilities to provide a framework to understand the geographic location and extent of vulnerabilities and climate-related hazards in County. Consultant shall build upon and expand approaches used in both the APG and the Resilience Toolkit. For example, Consultant shall assist the SEAC and County staff in developing goals that will focus on the performance of critical assets and lifelines under stress and the reduction of vulnerabilities and impacts from natural hazards, including expediting and protecting residents during recovery. Consultant shall work with key stakeholders to balance adaption measures with County

economic development goals. These goals shall also focus on increasing resiliency for the unincorporated communities in County (e.g., El Dorado Hills, Cameron Park, Pollock Pines, Coloma, Georgetown, Meyers). The goals shall be Specific, Measurable, Achievable, Relevant, and Time-based (SMART) to ensure relevance, flexibility, and achievability through the CVA planning process.

Consultant shall develop and provide meeting materials including a meeting agenda, handout describing climate adaptation planning, poster board(s), and other brainstorming materials (e.g., flip-chart paper and post-it notes). These materials shall be later used to facilitate an open house-style meeting intended to gather and clearly summarize input from the SEAC and stakeholders to the general public.

Step 2: Organize Climate-Related Hazard Data and Compile Existing Climate Studies

As part of Subtask 2.3, Consultant shall develop a Data Collection Guide (document list) of available data that builds upon and expands existing publicly available resources, climate studies, and vulnerability assessments, data needs (e.g., spatial data for current hazards, past disasters, and other physical attributes) and locally important documents and plans. This annotated list shall be organized by Consultant. The annotated list shall include, at a minimum, all of the following sources and existing studies:

- Cal-Adapt Tool
- California APG (Version 2.0)
- Climate Resilience Toolkit
- California Fourth Climate Change Assessment
- Safeguarding California Plan
- El Dorado County Climate Change and Health Profile Report (Available here: <https://resilientca.org/projects/262838d1-15af-4099-aa02-a98bcea1ad07/>)
- Integrated Vulnerability Assessment of Climate Change in the Lake Tahoe Basin (Available here: <https://tahoe.ca.gov/programs/climate-change/>)
- Applicable information from local agencies on types of critical assets, resources, and populations that shall be sensitive or socially vulnerable to climate change hazards (Social Vulnerability Index; SVI)
- Applicable information from local agencies on their ability to deal with climate change impacts
- Historical data on natural hazard events, including previously prepared maps of areas subject to risk, areas vulnerable to risk, and sites that have severe repetitive losses
- Existing and planned development trends in at-risk areas, including essential public facilities, structures, roads, bridges, utilities, and other infrastructure
- Federal, state, regional, and local agencies in County with responsibility for the protection of public health and safety and the environmental resources, including special districts, water utilities, academic institutions, and local fire districts

This annotated list shall be updated by Consultant throughout the preparation of the CVA in consultation with County and key stakeholders to document data availability,

gaps, and limitations. Consultant shall use its knowledge of County's unincorporated communities to inform data collection.

Climate change projection data shall be gathered from existing publicly available sources. For example, Cal-Adapt provides data for various climate variables and scenarios using different spatial and temporal aggregation options in tabular and raster formats. Other local documents such as Community Wildfire Protection Plans (CWPPs) and long-term water supply analyses also provide useful data and recommendations. This data shall be separated into the following categories:

- Primary effects (e.g., temperature change, precipitation change, accelerated coastal erosion, etc.); and
- Secondary effects (e.g., wildfire frequency, increase in extreme heat and heat waves, increased drought frequency, reduced snowpack, larger and more frequent flooding, increased frequency of landslides and debris flows).

Downscaled localized constructed analogs (LOCA) projection data for Representative Concentration Pathways (RCP) 4.5 and 8.5 emission scenarios shall be referenced, along with other spatial data from relevant peer-reviewed climate studies and vulnerability assessments to map potential climate hazards (detailed in Task 8). While this data is quantitative in nature, Consultant shall summarize the key findings qualitatively in the CVA Report.

Step 3: Map Climate-Related Hazards

As part of the first SEAC meeting, Consultant and County staff will identify and describe the scope of potential climate hazards to be addressed in the CVA. Consultant anticipates top priority climate-related hazards shall include but not be limited to: wildfire and changes in wildfire frequency and behavior, flooding/increased precipitation, reduced snowpack levels, landslides, debris flows, drought, and extreme heat. Consultant shall build spatial datasets for these hazards in the CVA and evaluate hazard exposure areas for each. Downscaled LOCA projection data for Representative Concentration Pathways (RCP) 4.5 and 8.5 emission scenarios shall be used to describe the potential climate hazards qualitatively. The "High Emissions Scenario" (RCP 8.5) represents a future pathway similar to a business-as-usual continuation of our emissions back in 2010. The "Low Emissions Scenario" (RCP 4.5) considers a curtailment in greenhouse gas (GHG) emissions through mitigation efforts. These two (2) scenarios shall be described qualitatively in the CVA Report. Consultant shall not conduct additional modelling for this effort, but shall rely on existing and best available science and data sources (see Task 8).

Consultant shall map wildfire burn areas for the past 50-years and 100-year based on available information, flood hazard areas, and landslides, and debris flows. Additional mapping shall be conducted for other physical characteristics, including vegetation, topography, landslide susceptibility, watershed drainage, and groundwater resources based on available data sources, and in some cases this information shall be integrated as base layers for specific hazard maps.

For wildfire hazard areas, Consultant shall rely on a combination of federal, state, and regional mapping sources and products and the latest science and technology. For the wildfire hazard assessment, Consultant shall work with subconsultant SIG to review and integrate the following data sources into the CVA Report:

- El Dorado County
- CAL FIRE and Resource and Assessment Program (FRAP) (available here: <https://gis.data.ca.gov> and <https://frap.fire.ca.gov/mapping/gis-data>)
- California Protected Areas Database (CPAD) data (<https://www.calands.org/>)
- National Aeronautics and Space Administration (NASA)
- United States Forest Service (USFS)
- United States Geological Survey (USGS) and
- United States Department of Homeland Security (available here: <https://hifld-geoplatform.opendata.arcgis.com/>)

Data shall include information such as: vegetation cover, fire history, structure locations, roads, available critical infrastructure, and land ownership. Data shall be aggregated into a single ArcGIS Geodatabase that allows for efficient sharing of this information with El Dorado County.

Consultant shall use climate change studies with existing modeling to evaluate primary and secondary effects of climate change through 2100. Of particular concern may be extended droughts, prolonged vegetative drying, and recently observed changes in wildfire behavior such as ember showers, flame length and height, and the effects of climate upon wind driven wildfires. Spatial data from climate model projections shall be used to map potential climate hazards and provide an understanding of potential exposure during the mid-century (2030-2069) and late-century (2070-2099) time periods. At a minimum, these studies shall include mapped effects of wildfire probability and extreme heat days.

Step 4: Identify Critical Assets and Infrastructure

Consultant's Project Manager, in close coordination with Consultant's GIS Specialist shall develop a list of assets organized by class type, including the natural environment, built environment, critical services and facilities, economic sectors, and groups of people (e.g., disadvantaged communities and elderly communities). Consultant shall utilize its experience in County to directly link this description of assets to local communities and residents to link descriptions of potential impacts to established communities. Consultant has substantial experience collecting such data for MJHMPs and LHMPs, and as part of this task they shall present the new FEMA lifelines asset classification method for consideration by County.

As part of this step, Consultant shall determine if an asset, asset class, community, or natural resource has already been adequately addressed (e.g., within the LHMP). For assets that have not been adequately addressed, Consultant shall work with County to identify and attain relevant spatial and/or tabular data, drawing upon all existing data sources. Consultant shall also draw upon its Project Manager's knowledge of County's

unincorporated communities and rural areas to identify assets. Following the development of the preliminary list and compilation of existing relevant data, Consultant shall meet with SEAC and County staff to finalize the list of assets and asset classes to be evaluated in the CVA.

Using the existing descriptions and maps of potential climate hazards, Consultant shall prepare a preliminary evaluation of potential climate hazards and their associated impact on the final list of assets and human and natural resources under the RCP 4.5 and 8.5 emission scenarios. This evaluation shall include maps and graphics that overlay the potential climate hazards on assets and asset classes. These maps and graphics shall aid in understanding the geographic scope of climate hazards and/or changes in probability or frequency that could affect County's critical assets.

Step 5: Determine Critical Climate Stressor Thresholds

Consultant shall conduct a literature review to identify and evaluate potential thresholds for critical climate stressors (e.g., increased temperatures and extreme heat, precipitation-driven inland flooding, drought, wildfires). Potential sources for critical climate stressor thresholds include existing climate studies and vulnerability assessments for the Region (e.g., Western U.S., Southwest, California, Sierra Nevada, Gold Country, Sacramento Valley, San Joaquin Valley, and Lake Tahoe) as well as those identified through the U.S. Climate Resilience Toolkit and California Fourth Climate Change Assessment, where relevant. Consultant shall note relative exposure of key public facilities to hazards based on being located in Very FHSZs.

Consultant shall provide one (1) memorandum summarizing existing climate studies and vulnerability assessment in Region.

Step 6: Climate-Related Hazard Exposure Mapping and Adaptive Capacity and Impact Analysis

Consultant shall conduct an analysis of potential climate change impacts for each asset and asset class. The California Adaptation Planning Guide: Defining Local and Regional Impacts (and APG Version 2.0) shall be used to describe the potential impacts. For each asset, this shall include a description of:

- Temporal extent of the impact;
- Spatial extent of the impact;
- Permanence of the impact; and
- Level of disruption to normal community function.

This analysis shall rely on the mapping that identifies the proximity of each asset and asset class to potential climate hazard. Supplemental qualitative analyses shall also be provided, as necessary, for potential climate hazards that cannot be mapped. Additionally, Consultant shall evaluate the current and planned adaptive capacity for protecting identified assets from these potential climate hazards, and potential increases in probability or frequency of occurrence under the mid-century (2030-2060) and late-century (2070-2099) time period.

An evaluation of adaptive capacity shall be completed using feedback from questionnaires circulated to the SEAC during the second SEAC meeting and shall also be based on the 2018 LHMP Capability Assessment. This evaluation shall consider the location, composition, accessibility, and relationship to potential hazards, including temporal triggers for when an asset becomes vulnerable. The CVA shall consider both the thresholds and time-horizons of climate effects found through the sensitivity analysis and shall be synthesized to account for the likelihood and timing of climate hazards.

A sensitivity matrix – including climate stressors, assets and asset classes, and thresholds shall be developed, but not included, and used to guide continued monitoring and evaluation for when climate stressors may trigger potential impacts and the need for implementation of an adaptation strategy (not included in this scope of work). The matrix shall include factors of temporal extent of the impact, permanence of impact, and level of disruption to community function. This information shall be incorporated into profile sheets for each asset and assets class that characterize: existing conditions, physical vulnerabilities, functional vulnerabilities, governance vulnerabilities, and potential impacts.

In summary, Consultant shall work with the SEAC and other stakeholder groups to prioritize hazards by addressing: 1) the time horizon for the onset of a potential climate hazard (with hazards projected to happen sooner to be prioritized higher); 2) risk based on the certainty of climate projections; and 3) the impact severity of a particular hazard. Consultant shall summarize the hazard and asset information into clear, outcome-oriented problem statements that shall communicate the critical vulnerabilities identified in the CVA. This shall include:

- Time horizons defined for each climate stressor; and
- Highlighting areas that are particularly vulnerable, or are, or will be subject to repetitive loss.

Consultant shall provide one (1) ArcGIS Geodatabase (including wildfire-specific climate risks) associated with post-fire erosion, debris flows, and fire perimeters; and Hazard Profile Sheets (summarizing impacts to assets organized by class type; summaries shall focus on exposure, adaptive capacity, impact of each asset).

Step 7: Prepare Draft CVA Report

Once the CVA steps are completed, Consultant shall incorporate the findings into the Draft CVA Report. Consultant shall begin with the preparation of an annotated outline that describes the key components of the CVA. Following review of the annotated outline by County staff, Consultant shall host an in-person meeting at County offices in either Placerville or South Lake Tahoe to discuss the content, format, overall tone, language used to communicate the results, desired look and feel, and other document design decision, with particular consideration of public concerns. The CVA shall include graphics with figures and photographs intended to convey key data and findings. Tables shall be used to concisely summarize extensive data sets and detailed statistical data.

Following approval of the annotated outline, Consultant shall develop the Administrative Draft, Public Review Draft, Adoption Draft, and Final CVA Report. Consultant anticipates County staff will review and provide one (1) consolidated set of comments on the Administrative Draft. Consultant shall incorporate comments received on the Administrative Draft and develop a Public Review Draft.

Prior to the release of the Public Review Draft, Consultant shall work with County staff to develop a Project webpage that shall host the Public Review Draft and associated appendices in a web-friendly format, and the Executive Summary that communicates the key findings of the CVA to a broad and diverse audience.

In addition to hosting documents and data, the Project webpage shall provide a link to an e-mail address where agencies and interested members of the public can submit comments (e.g., Microsoft Comment Form). Consultant shall receive and catalog these comments in a matrix-format that shall be used to provide and track responses. Following release of the Public Review Draft, Consultant shall review all public comments and coordinate with County staff to provide comment responses and incorporate revisions into the Adoption Draft, as necessary. Consultant shall then prepare a Final Draft of the CVA Report for adoption by the Commission and Board (outlined in Task 12). Consultant shall incorporate the final comments received by the Commission and the Board, as appropriate.

Consultant shall provide one (1) set of Draft and Final CVA Maps (focused on drought, debris flow, flooding, wildfire risks); one (1) ArcGIS Geodatabase (including spatial and metadata files used for CVA); One (1) Critical Assets Inventory (list of critical assets organized by class type); One (1) Administrative Draft CVA Report (in MS Word and PDF format); one (1) response to one (1) consolidated set of County comments on the Draft CVA; one (1) Public Review Draft CVA Report (in MS Word and PDF format); one (1) Adoption Draft CVA Report (in MS Word and PDF format); and one (1) Final CVA Report (in MS Word and PDF format).

Deliverables:

- One (1) Data Collection Guide (document list)
- One (1) ArcGIS Geodatabase (including spatial and metadata files used for CVA)
- One (1) GIS Data Request List
- One (1) Memorandum summarizing existing climate studies and vulnerability assessment in Region
- One (1) ArcGIS Geodatabase (including wildfire-specific climate risks associated with post-fire erosion, debris flows, and fire perimeters)
- One (1) Set of Draft and Final CVA Maps (focused on drought, debris flow, flooding, wildfire risks)
- One (1) Critical Assets Inventory (list of critical assets organized by class type)
- One (1) PowerPoint presentation for use during stakeholder workshops and public meetings
- Hazard Profile Sheets (summarizing impacts to assets organized by class type;

- summaries shall focus on exposure, adaptive capacity, impact of each asset)
- Two (2) Stakeholder Workshops (includes meeting agendas, presentation, minutes and Project Manager and Associate Planner shall attend both workshops)
 - Webpage documents as needed
 - One (1) Administrative Draft CVA Report (in MS Word and PDF format)
 - One (1) Response to one consolidated set of County comments on the Draft CVA
 - One (1) Public Review Draft CVA Report (in MS Word and PDF format)
 - One (1) Adoption Draft CVA Report (in MS Word and PDF format)
 - One (1) Final CVA Report (in MS Word and PDF format)
 - Meeting Agenda and handouts for SEAC meeting

Task 5: Public Participation

During the development of the SEAC, Consultant shall concurrently develop a Community Engagement Plan (CEP), which shall establish how County will involve stakeholders and encourage public involvement. This task shall include identifying key stakeholders and formally inviting these stakeholders to participate during the two (2) stakeholder workshops during the development of the CVA (Task 4) or to serve on the SEAC (SubTask 2.4). The CEP shall identify challenges and approaches to engagement challenges, and utilize a range of communication tools to engage stakeholders and the public, including publicizing activities throughout the process on County's Project webpage, circulating regular press releases to local media outlets (e.g., newspapers, social media), and hosting a series of public workshops.

Consultant shall work with key outreach coordinators at County and how best to encourage public involvement. The CEP shall ensure public workshops include the preparation of all presentations, handouts, and media postings on the Project webpage and comply with applicable state law (e.g., CEQA public review). Consultant shall utilize best practices in publicizing, encouraging attendance, and facilitating effective public meetings to solicit community input during the process. Consultant shall discuss and use innovative methods of obtaining community input through online polling, map applications, and designing engaging workshops (e.g., EngagementHQ, etc.).

The CEP shall also highlight outreach that can be conducted for this project that may dovetail with other planning efforts in County. Consultant's Project Manager has presented and facilitated numerous public workshops over the past decade and shall be available to provide presentations and facilitate conversations and account for sensitive public perceptions and considerations based upon Consultant's experience with climate change hazards mitigation. The CEP shall provide recommendations for meeting formats, outreach tools (e.g., flyers, print advertising, online surveys, pop-up events, etc.), and creating a master calendar to coordinate social media posts (e.g., Facebook, Twitter, NextDoor postings). Consultant shall also ensure the CEP identifies known vulnerable communities in the unincorporated areas using publicly available tools (e.g., CalEnviroScreen, California Healthy Places Index, Agency for Toxic Substances and Disease Registry [ASTDR] Social Vulnerability Index, and Department of Water

Resources [DWR] Disadvantaged Communities [DAC] Mapping Tool) and Consultant shall identify a key stakeholder (e.g., Sierra Business Council) to review this component of the plan to ensure targeted outreach reaches identified disadvantaged communities in County.

Consultant shall provide one (1) Draft and one (1) Final CEP.

Subtask 5.1: Vulnerability Assessment Workshops

In coordination with County staff, Consultant shall arrange three (3) separate public workshops in different geographical areas of County to present the Draft CVA Report and key findings to local residents and stakeholders. Consultant anticipates these workshops would be held in Placerville, El Dorado Hills, and South Lake Tahoe. County will work with Consultant and make appropriate staff available to join Consultant for meetings and arrange venue reservation and publicity of the event. As part of this subtask, Consultant shall prepare a presentation on the findings of the CVA for discussion with community members during the workshops. All efforts shall be made to achieve a level of comfort for participants such as providing informational handouts, name tags, and sign-in sheets. Consultant understands that County staff will be responsible for outreach and logistics related to the workshops, staffing the events (including providing County staff to facilitate small groups, as needed), and support services. Consultant's Project Manager shall attend the three (3) public workshops needed to present the CVA findings and shall be supported by Deputy Project Manager for the workshops.

Subtask 5.2: Public Meetings

After the Public Review Draft Safety Element Update has been prepared, Consultant and County staff will arrange three (3) additional public meetings for Consultant and County team to engage with local residents and stakeholders and present the proposed Public Review Draft Safety Element Update and other related information. Similar to Subtask 5.1, Consultant shall support each meeting by preparing the format, agenda, media releases, presentation materials, sign-in sheets, and handouts. Consultant shall also document comments received and incorporate the feedback into the Draft Safety Element Update as necessary. Project Manager shall attend the three (3) public workshops to present the proposed Draft Safety Element Update and shall be supported by Deputy Project Manager at each workshop.

Deliverables:

- One (1) Draft and Final CEP
- Three (3) Public Workshops (to present the Draft CVA Report)
- Three (3) Public Workshops (to present the Draft Safety Element Update)
- Presentations, handouts, and media postings for County's Project webpage, agenda, and meeting minutes (includes attendance by both Project Manager and Deputy Project Manager at all six [6] workshops).

Task 6: Board of Supervisors and Planning Commission Engagement

Consultant's Project Manager shall attend and prepare PowerPoint presentations upon request for one (1) Commission meeting and one (1) Board meeting to provide an

update on the planning process and key findings from developing resiliency goals for the Draft CVA Report and new and revised goals and policies for the Safety Element Update. As part of this task, Consultant shall also document the Commission and Board engagement activities, as necessary.

Deliverables:

- Attendance by Consultant's Project Manager at one (1) Commission meeting during development of the Draft CVA Report and Draft Safety Element Update
- Attendance by Consultant's Project Manager at one (1) Board Meeting during development of the Draft CVA Report and Draft Safety Element Update
- Meeting materials including presentations, handouts, and media releases as necessary

Task 7: Administrative Draft Safety Element Update

The Safety Element Update shall include an evaluation of short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. The Safety Element shall also address all items within SB 379, Land Use: General Plan: Safety Element (Jackson, 2015), which also includes the CVA (Task 4.0), measures to address climate vulnerabilities, and comprehensive hazard mitigation and emergency response strategies. Consultant shall incorporate hazard mitigation actions/projects from County's LHMP into the Safety Element Update. Consultant shall ensure the Safety Element also complies with all applicable state laws, including the procedural and statutory requirements and OPR, CAL FIRE, and Cal OES guidance listed in Subtask 7.1. Consultant shall also review all emergency management related goals, policies, and implementation plans.

Consultant shall provide one (1) memorandum documenting the consulted plans, public participation process, and feedback and input provided by the Commission and Board on the Draft Safety Element Update.

Subtask 7.1: Mandatory Components

Consultant shall ensure the Safety Element Update complies with the following regulatory requirements and best practice guidance:

- Identification of hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits;
- Identification of priority hazards shall include: geologic and seismic; flood; wildland and urban fires; water supply; energy generation and distribution; and evacuation routes and shelter locations related to identified fire and geologic hazards including their capacity, safety, and viability under multiple emergency scenarios;
- Review data of historical hazard occurrences based on both federal and state disaster declaration and an evaluation of existing and planned development within those hazard areas including: structures, roads, utilities, and essential public facilities;

- Address all SB 379 requirements, Land Use: General Plan: Safety Element (Jackson, 2015), which includes a climate vulnerability assessment (Task 4.0), measures to address these vulnerabilities, and comprehensive hazard mitigation and emergency response strategies. (Government Code § 65302(g)(4));
- Include general hazard and risk reduction strategies complementary with those of the LHMP. Ideally, the LHMP shall be incorporated into the Safety Element as outlined in accordance with provision of AB 2140, General Plans: Safety Element (Hancock, 2006) (Government Code § 65302.6) utilizing the regulatory crosswalk summarized in Subtask 3.4;
- Identification of assets in SRAs and Very High FHSZs according to recent statutory amendments and pursuant to Government Code § 65302 (g)(3) and 65302.5;
- Identification of flood hazards pursuant to Government Code § 65302 (d)(1) and (g)(1);
- Identification of Disadvantaged Communities pursuant to Government Code § 65302.10;
- Identification of Evacuation Routes pursuant to Government Code § 65302(g)(5);
- Discussion on whether local ordinances meet or exceed Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03;
- In coordination with County staff, develop a set of comprehensive goals, policies, and objectives based on the information identified in this effort for the protection of the community from the unreasonable risks associated with the identified hazards;
- In coordination with County staff and based on input from key stakeholders, identify draft adaptation and resilience goals, policies, and objectives based on the draft CVA. A set of feasible implementation measures designed to carry out the goals, policies, and objectives presented shall also be developed;
- The Safety Element shall include other locally relevant safety issues, such as airport land use, air quality emergency response, hazardous materials spills, and crime reduction. However, Consultant assumes that air quality and noise elements do not need to be updated under this scope of work; and
- Additional topics shall be included during the plan review process.

As previously noted, Consultant shall address in the Safety Element Update all relevant topics identified in the Regulatory Crosswalk, including those not explicitly required under State law, but which shall improve the safety, well-being, and resiliency of County. As part of this task, Consultant shall also review the remainder of the El Dorado County General Plan to ensure internal consistency, as required under the California Government Code. Consultant shall document this process in a memorandum noting the consulted plans, public participation process, and feedback and input provided by the Commission and Board. Consultant shall provide County with a consistency analysis of additional recommendations to other General Plan elements as part of the Safety Element Update.

Consultant shall provide One (1) reproducible hard copy of the Administrative Draft Safety Element Update and one (1) electronic copy of the Administrative Draft Safety

Element Update (MS Word and PDF formats).

Deliverables:

- One (1) memorandum documenting the consulted plans, public participation process, and feedback and input provided by the Commission and Board on the Draft Safety Element Update
- One (1) reproducible hard copy of the Administrative Draft Safety Element Update
- One (1) electronic copy of the Administrative Draft Safety Element Update (MS Word and PDF formats)

Task 8.0: Hazard and Infrastructure Mapping

Consultant shall update County hazard and infrastructure maps to supplement the Safety Element Update content. This task shall be completed concurrently with Tasks 4 and 7. Consultant shall research and prepare GIS-based maps of natural and cultural resources, as well as buildings, property, and infrastructure (e.g., roads, bridges, dams, utility facilities) subject to hazards. Consultant shall complete mapping efforts based on the inventory of types of buildings, infrastructure, and critical facilities that may be vulnerable to each hazard. Typically, this mapping exercise includes the following assets:

- Inventory of County facilities by asset type (e.g., County buildings, infrastructure);
- Repetitive losses to facilities, if any;
- Critical facilities at risk;
- Natural and cultural resources at risk;
- Growth and development area at risk; and
- An estimate of losses per hazard, where feasible.

Subtask 8.1: Hazard Profile Maps

After the SEAC and County staff review and finalize the critical asset inventory, Consultant shall prepare maps based on public and readily available GIS data of resources compared to hazards (e.g., regional fault zones, liquefaction zones, soils with high shrink-swell potential, flood hazard areas, hazardous waste sites/routes, fire hazard areas). Based on a review of the hazards profiled in the LHMP and the statutory requirements noted in Task 4 for the CVA, Consultant anticipates their team shall need to produce up to twelve (12) hazard profile maps for County based upon existing state, County or other agency/ private non-profit group GIS data. Maps shall include, but not be limited to: avalanches, dam failure, drought, extreme heat, earthquakes (e.g., geologic/seismic, ground shaking, fault zones, liquefaction zones, soils with high shrink-swell potential), flood hazards (e.g., 100/500-year floods), hazardous material facilities/releases, landslides/debris flow, and wildfire.

Current Wildfire Risk Maps

Subconsultant SIG shall support the production of current wildfire risk maps covering all of El Dorado County using up to four (4) data sources. These include, but are not limited to:

- CAL FIRE FHSZ Maps (<https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>);
- California Public Utilities Commission Statewide Fire Threat Maps (<https://ia.cpuc.ca.gov/firemap/>); and
- Existing fire risk maps within the El Dorado County Community Wildfire Protection Plan

Subconsultant SIG created both the California Public Utilities Commission (CPUC) Fire Threat Map and El Dorado County Community Wildlife Protection Plan (CWPP) Maps. Subconsultant SIG shall also generate an additional current condition assessment from the Interagency Fuel Treatment Decision Support System (IFTDSS) (<https://iftdss.firenet.gov/>), which is updated with the current LANDFIRE fuels data (<https://www.landfire.gov/>). This additional assessment shall cover an extreme fire weather scenario (i.e., 97th percentile weather scenario). Subconsultant SIG shall utilize these datasets to help inform fire hazard across County's jurisdictional planning boundary. For this analysis, subconsultant SIG shall utilize the latest release of LANDFIRE as integrated into the IFTDSS System. Consultant shall receive the background information and GIS data needed from County to utilize the model. For the current wildfire risk mapping effort, subconsultant SIG shall produce up to six (6) additional wildfire-specific hazard profile maps.

Future Wildfire Risk Maps

Subconsultant SIG shall support Consultant in assessing future wildfire probability by using California Annual Fire Probability (Mann et. al. 2016) data provided by CAL FIRE (<https://frap.fire.ca.gov/frap-projects/fire-probability-and-carbon-accounting/>). This data provides the annual probability of fire occurrence, derived from Mann et al. (2016) projections for 2026-2050. Source data represents projected mean fire return intervals (MFRl), derived under A2 emissions scenario in both Geophysical Fluid Dynamic Laboratory (GFDL) and Peoples Climate Movement (PCM) climate models.

In addition, future projections for potential area burned within County up to the year 2099 shall be assessed using data provided by Westerling (2018). The existing online tool hosted by Cal-Adapt (<https://cal-adapt.org/tools/wildfire/>) shall be used to describe estimated changes in average area burned by wildfires for various user selected climate change and population growth scenarios. For future wildfire risk mapping, subconsultant shall produce up to six (6) additional wildfire-specific hazard profile maps.

Subtask 8.2: Prepare Critical Infrastructure Maps

Consultant shall also produce maps illustrating critical infrastructure compared to hazards, including but not limited to: transportation systems (e.g., roads, airports, heliports, highways, bridges, tunnels, railways, waterways), utility systems (e.g., potable water, wastewater, electric power generation and transmission, communication systems), and hazardous materials facilities. Similar to Subtask 8.1, Consultant anticipates their team shall produce up to twelve (12) critical infrastructure maps intersected with the hazard mapping data. These maps shall be developed using public and readily available federal, state, and local data sources.

Consultant shall provide one (1) ArcGIS map package containing all layers, maps, metadata, and analysis projected in Zone 2 of the California State Plane Coordinate System (includes up to twenty [20] hazard profiles and infrastructure maps); and one (1) ArcGIS map package of current and future wildfire risk map layers and metadata, and analysis and methodology projected in Zone 2 of the California State Plane Coordinate System (includes up to six [6] wildfire hazard profile and infrastructure maps).

Subtask 8.3: Prepare Other Supporting Safety Element Maps

Consultant shall also prepare maps of locations of federal, state, and County essential facilities including but not limited to: emergency operation centers, evacuation shelters, hospitals and other medical facilities, police stations, fire stations, County-owned facilities, and other lifeline facilities. All map products shall follow an approved County layout template.

Deliverables:

- One (1) ArcGIS map package containing all layers, maps, metadata, and analysis projected in Zone 2 of the California State Plane Coordinate System (includes up to twenty [20] hazard profiles and infrastructure maps)
- One (1) ArcGIS map package of current and future wildfire risk map layers and metadata, and analysis and methodology projected in Zone 2 of the California State Plane Coordinate System (includes up to six [6] wildfire hazard profile and infrastructure maps)

Task 9.0 Public Review Draft Safety Element Update

Consultant shall submit a Public Review Draft or "Screencheck" Draft Safety Element Update to the SEAC and County staff for review. County staff will provide a comprehensive review of the draft to Consultant for discussion and inclusion of updates as necessary. At the same time, Consultant shall work with County to begin the process of review by CAL FIRE and the California Board of Forestry and Fire Protection to ensure SB 1241 compliance, and with the California Geological Survey of the Department of Conservation. This review period shall be initiated approximately three (3) months prior to final adoption of the Safety Element.

Subtask 9.1: Public Review Draft Safety Element Update

Following County staff review, Consultant shall update and circulate the Public Review Draft Safety Element Update for distribution to the general public, stakeholders, interested parties, Commission, and Board. Consultant has incorporated time to facilitate additional review by CAL FIRE and the California Board of Forestry and Fire Protection as part of this task.

Consultant shall submit the Public Review Draft Safety Element to CAL FIRE, the California Board of Forestry and Fire Protection, and the California Geological Survey of the Department of Conservation. Consultant shall also submit CAL FIRE's General Plan Safety Element Assessment Tool. After receiving comments, Consultant's Project Manager shall work closely with County staff and CAL FIRE to address any concerns and issues summarized in the review and develop final language needed to ensure approval from CAL FIRE and the California Board of Forestry and Fire Protection. After

the Draft Safety Element Update is reviewed by CAL FIRE and the California Board of Forestry and Fire Protection, the Draft Safety Element Update shall be considered ready for local adoption.

Consultant shall provide one (1) electronic copy of Public Review Draft Safety Element Update (MS Word and PDF format) and one (1) reproducible hard copy of Public Review Draft Safety Element Update (MS Word and PDF format)

Deliverables:

- One (1) electronic copy of Public Review Draft Safety Element Update (MS Word and PDF format)
- One (1) reproducible hard copy of Public Review Draft Safety Element Update (MS Word and PDF format)

Task 10: CEQA Documentation

Consultant shall prepare the appropriate level of environmental documents pursuant to CEQA and will assist County staff with proper noticing and responses to public and agency comments. It is anticipated that an Addendum to the 2004 General Plan EIR pursuant to CEQA Guidelines § 15164 which allows County to tier from the existing General Plan Program EIR shall serve as the appropriate CEQA documentation. However, that determination shall be made by the consultant during the CEQA review of this project. Consultant shall support the Addendum or other CEQA document with substantial evidence on the record, in addition to the same substantial evidence that was provided in the original General Plan Program EIR.

Subtask 10.1: EIR Addendum

Consultant shall prepare an Administrative Draft EIR Addendum following a format provided by County staff. Consultant shall follow the findings in CEQA §15162. Consultant shall review all impacts identified in the General Plan EIR in the context of the proposed changes outlined in the Draft Safety Element Update. Consultant shall provide one (1) Administrative Draft EIR Addendum to County staff for review. Consultant shall participate in one (1) teleconference with County staff to review County comments on the Administrative Draft EIR Addendum. A Final EIR Addendum shall be used to support the CEQA determination during the hearing by the Board.

Subtask 10.2: CEQA Noticing

Consultant shall assist County staff with proper CEQA noticing, including the Notice of Completion (NOC) for the Draft EIR Addendum. Consultant shall also provide responses to public and agency comments on the EIR Addendum and supporting environmental documentation, if necessary. County will be responsible for County Recorder-Clerk's filing and handling fees, if needed.

Deliverables:

- One (1) Administrative Draft EIR Addendum
- One (1) Notice of Completion
- Supporting Environmental Documentation
- One (1) response document to public and agency comments, if necessary

- One (1) Final EIR Addendum

Task 11: Finalize Safety Element

After the close of the public review comment period, Consultant shall prepare the Final Safety Element Update that incorporates and addresses comments from the public, responsible agencies, County staff, Commission, and the Board. County staff will provide Consultant with one (1) consolidated set of public comments received on the Public Review Draft Safety Element Update. Consultant shall review these comments and make appropriate revisions, as needed.

Subtask 11.1: Finalize and Format Adopted Safety Element

Upon adoption of the Final Safety Element Update by the Board, Consultant shall prepare a final adopted version with the date of adoption included on the front cover and throughout the document to distinguish it as the official document from other versions of the Draft Safety Element and other amended General Plan Elements and provide twenty (20) spiral-bound hard copies of the Adopted Safety Element, one (1) electronic copy of the Adopted Safety Element (in MS Word and PDF format), one (1) Draft EIR Addendum, and one (1) Final EIR Addendum.

Deliverables:

- Twenty (20) spiral-bound hard copies of the Adopted Safety Element
- One (1) electronic copy of the Adopted Safety Element (in MS Word and PDF format)
- One (1) Draft EIR Addendum
- One (1) Final EIR Addendum

Task 12: Local Plan Adoption

Consultant shall assist County staff in drafting the resolution for adoption by the Board for the Safety Element Update. Consultant's Project Manager shall attend, present, and participate in the Commission and Board hearings as required by County. Consultant's Project Manager shall be available to answer any questions regarding the EIR Addendum and environmental analysis. Consultant shall also prepare public meeting presentation materials, memos, letters, and other documents as required by County staff. The final documents for adoption shall be uploaded by County staff into County's Legistar system prior to the Commission and Board public hearings.

Deliverables:

- Draft Resolution for adoption by Board of Supervisors (support to County staff)
- Presentation and supporting materials by Consultant's Project Manager at one (1) Planning Commission hearing
- Presentation and supporting materials by Consultant's Project Manager at one (1) Board of Supervisors hearing

Wood Environment & Infrastructure Solutions, Inc.

Exhibit B

Rate Schedule

<u>Classification</u>	<u>Rate</u>
Senior CEQA Program Manager	\$200.00
Senior Hazard Mitigation Associate	\$190.00
Senior Planning Manager	\$170.00
Associate Planner	\$150.00
Senior Emergency Management Specialist	\$140.00
Project Manager	\$130.00
Deputy Project Manager	\$125.00
Natural Resource Specialist	\$120.00
GIS Specialist	\$100.00
Environmental Planner	\$90.00
Hazard Mitigation Planner	\$90.00
Graphics Specialist	\$90.00
Word Processing	\$75.00
Subcontracts/Procurement	\$75.00
Administrative	\$75.00

Reimbursement for mileage expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel expenses claimed for reimbursement shall not exceed the lesser of the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred. Air travel and hotel stays require advance written approval by County's Contract Administrator. If the rates invoiced are in excess of these authorized rates, Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand.

Wood Environment & Infrastructure Solutions, Inc.

Exhibit C

Cost Estimate

Safety Element

Task 1 Project Management	\$	10,140.00
Task 2 Project Initiation	\$	13,370.00
Task 3 Plan Review	\$	11,400.00
Task 4 Climate Vulnerability Assessment	\$	55,340.00
Task 5 Public Participation	\$	25,730.00
Task 6 Commission and Board Engagement	\$	5,060.00
Task 7 Draft Safety Element	\$	11,590.00
Task 8 Hazards and Infrastructure Mapping	\$	19,580.00
Task 9 Administrative & Public Review Draft Safety Element	\$	11,800.00
Task 10 CEQA Documentation	\$	5,210.00
Task 11 Finalize Safety Element	\$	7,000.00
Task 12 Local Plan Adoption	\$	5,010.00

Labor Total \$ 181,230.00

Other Direct Costs and Mileage/Travel Expenses \$ 11,112.00

Total Prime Costs \$ 192,342.00

Subconsultants:

Spatial Informatics Group, LLC (SIG)	\$	21,280.00
Deirdre Stites	\$	1,520.00

Subconsultants Total \$ 22,800.00

Total Proposed Budget Cost Estimate \$ 215,142.00

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks, subconsultants, Other Direct Costs and Mileage/Travel Expenses identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

WSP USA Environment & Infrastructure Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5185

THIS FIRST AMENDMENT to that Agreement for Services #5185 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 Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1075 Big Shanty Road, Suite 100, Kennesaw, Georgia 30144 and whose local office is 1000 Enterprise Way, Suite 190, Roseville, California 95678 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. has been engaged by County to provide assistance with updating County's General Plan Safety Element pursuant to Agreement for Services #5185, dated March 16, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, On June 1, 2022, WSP Global Inc. entered into a purchase agreement to acquire the entirety of the Wood Environment & Infrastructure Solutions, Inc. business from John Wood Group plc;

WHEREAS, On September 21, 2022, as a result of the WSP purchase, Wood Environment & Infrastructure Solutions, Inc. name was changed to WSP USA Environment & Infrastructure Inc., as evidenced by the Certificate of Name Change that is attached hereto as Exhibit D and incorporated herein;

WHEREAS, ARTICLE X, Assignment and Delegation, of the Agreement prohibits Wood Environment & Infrastructure Solutions, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto WSP USA Environment & Infrastructure Inc. all of Wood Environment & Infrastructure Solutions, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Wood Environment & Infrastructure Solutions, Inc.'s assignment agreement is incorporated herein as Exhibit E, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit E;

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. has requested that County consent to the assignment and assumption and to accept work under the Agreement from WSP USA Environment & Infrastructure Inc.;

WHEREAS, WSP USA Environment & Infrastructure Inc., acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement and this Amendment;

WHEREAS, WSP USA Environment & Infrastructure Inc. shall assume all Wood Environment & Infrastructure Solutions, Inc.'s rights, obligations, and liabilities under the Agreement, including all outstanding rights, obligations, and liabilities;

WHEREAS, County consents to this First Amendment to Agreement for Services #5185 on condition that WSP USA Environment & Infrastructure Inc. assumes and fulfills all the terms and conditions of this First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the notice recipients, amending **ARTICLE XV, Notice to Parties**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions, adding Exhibit F, California Levine Act Statement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County, Wood Environment & Infrastructure Solutions, Inc., and WSP USA Environment & Infrastructure Inc. mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5185 on the following terms and conditions:

- I. All references to Wood Environment & Infrastructure Solutions, Inc., throughout the Agreement shall read WSP USA Environment & Infrastructure Inc.
- II. **ARTICLE XV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XV

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:

With a copy to:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Rob Peters
Deputy Director of Planning

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Road, Suite 100
Kennesaw, Georgia 30144

Attn.: Lytle C. Troutt Jr., Chief Executive Officer

or to such other location as Consultant directs.

III. The following Articles of the Agreement are fully-replaced in their entirety to read as follows:

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 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 XIV

Default, Termination, and Cancellation:

- A. 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 that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. 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 the 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.

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

1. 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.
2. 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.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. 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.
 4. A violation of ARTICLE XXI, 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 XVII

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 California Civil Code Section 2778.

The insurance obligations of Consultant 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.

ARTICLE XXI

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 Title 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:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. 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 XIV, Default, Termination, or Cancellation.

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

ARTICLE XXX

Authorized Signatures: The parties to this Agreement and Amendment represent that the undersigned individuals executing this Agreement and Amendment 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

Partial Invalidity: If any provision, sentence, or phrase of the Agreement and Amendment 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.

IV. The following Articles of the Agreement are added to read as follows:

ARTICLE XXXV

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:

1. 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.
2. 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 XXXVI

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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVII

Assignment of Agreement. County hereby consents to an assignment of this Agreement from Wood Environment & Infrastructure Solutions, Inc. to the successor corporation, WSP USA Environment & Infrastructure Inc., on the following conditions: 1) Wood Environment & Infrastructure Solutions, Inc. assigns all of its rights, obligations, duties, title and interest in and to this Agreement to the successor corporation; 2) the successor corporation accepts the assignment of the Agreement with all of its terms and conditions; 3) successor corporation assumes each and every duty and obligation owing to County arising out of or in connection with the Agreement; and, 4) successor corporation accepts the assignment subject to any defenses or causes of action that County may have against Wood Environment & Infrastructure Solutions, Inc.

Except as specifically amended herein, all remaining sections and terms of Agreement for updating County's General Plan Safety Element shall remain in full force and effect. This First Amendment, which may be executed in counterparts, is effective on the date executed by all parties and the consent and assignment, as set forth above, shall be deemed effective as of the date the corporation was acquired.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5185 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas Dated: 3-14-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Nyle Hyslop Dated: 3-14-23
Deputy Clerk

--WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.--

By: Lytle C. Troutt, Jr. Dated: 02/15/2023
Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)
Lytle C. Troutt Jr.
Chief Executive Officer
"Consultant"

By: brad knight Dated: 02/15/2023
brad knight (Feb 15, 2023 15:22 EST)
Bradley J. Knight
Secretary

--WSP USA ENVIRONMENT & INFRASTRUCTURE INC.--

By: *Lytle C. Troutt, Jr.*
Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)
Lytle C. Troutt Jr.
Chief Executive Officer
"Consultant"

Dated: 02/15/2023

By: *Brad Knight*
Brad Knight (Feb 15, 2023 15:22 EST)
Bradley J. Knight
Corporate Secretary

Dated: 02/15/2023

SECRETARY OF STATE



CERTIFICATE OF NAME CHANGE

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that, on 09/21/2022, a **Amendment After Issuance of Stock** changing the name **WSP USA Environment & Infrastructure Inc.** was filed by **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**. Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.



Certificate Number: B202209233026564
You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 09/23/2022.

Handwritten signature of Barbara K. Cegavske in cursive.

BARBARA K. CEGAVSKE
Secretary of State

WSP USA Environment & Infrastructure Inc.

Exhibit E

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature, and is by and among Wood Environment & Infrastructure Solutions, Inc., a corporation duly qualified to conduct business in the State of California ("Assignor"), and WSP USA Environment & Infrastructure Inc., a corporation duly qualified to conduct business in the State of California ("Assignee").

RECITALS

- A. Wood Environment & Infrastructure Solutions, Inc., under that certain Agreement for Services #5185 with County dated March 16, 2021 (the "Agreement").
- B. The Agreement pertains to assistance with updating County's General Plan Safety Element for the Planning and Building Department.
- C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Assignment.** Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
- 2. **Assumption.** Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.
- 3. **Counterparts.** This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Severability.** If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
5. **Headings.** The headings in this Assignment Consent are for reference only and do not affect the interpretation.
6. **Successors and Assigns.** This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

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

Assignor:

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By: <u>Lytle C. Troutt, Jr.</u> <small>Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)</small>	By: <u>Brad Knight</u> <small>Brad Knight (Feb 15, 2023 15:22 EST)</small>
Name: <u>Lytle C. Troutt Jr.</u>	Name: <u>Bradley J. Knight</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Corporate Secretary</u>
Date: <u>02/15/2023</u>	Date: <u>02/15/2023</u>

Assignee:

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

By: <u>Lytle C. Troutt, Jr.</u> <small>Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)</small>	By: <u>Brad Knight</u> <small>Brad Knight (Feb 15, 2023 15:22 EST)</small>
Name: <u>Lytle C. Troutt Jr.</u>	Name: <u>Bradley J. Knight</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Corporate Secretary</u>
Date: <u>02/15/2023</u>	Date: <u>02/15/2023</u>

WSP USA Environment & Infrastructure Inc.

Exhibit F

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 receives 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, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions 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 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.

02/15/2023

Date

WSP USA Environment & Infrastructure Inc.

Type or write name of company

Lytle C. Troutt, Jr.

Lytle C. Troutt, Jr. (Feb 15, 2023 14:39 CST)

Signature of authorized individual

Lytle C. Troutt, Jr.

Type or write name of authorized individual