

Attachment A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Wood Environment & Infrastructure Solutions, Inc. with an address at 104 West Anapamu Street, Suite 204A, Santa Barbara, CA 93101 (hereafter CONTRACTOR or "Wood") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**

Kelly Hubbard, Director Office of Emergency Management at phone number (805)681-5526 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Aaron Goldschmidt, Vice President of Wood Environment & Infrastructure Solutions, Inc. at phone number (805)962-0992, ext. 223 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Office of Emergency Management
Attn.: Kelly Hubbard, Director
4408 Cathedral Oaks Road, Santa Barbara, CA 93110
Email: oem@sbcoem.org

To CONTRACTOR: Wood Environment & Infrastructure Solutions, Inc.
Attn.: Aaron Goldschmidt, ENV SP, Vice President
104 West Anapamu Street, Suite 204A
Santa Barbara, CA 93101
Email: aaron.goldschmidt@woodplc.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance on February 3, 2021 and end performance upon completion, but no later than October 1, 2022 unless otherwise directed by COUNTY or unless earlier terminated. If needed, the Contractor agrees to extend the Agreement Term beyond this defined term until formal FEMA approval of the 2022 Multi-Jurisdictional Hazard Mitigation Plan is received without an increase in costs or other changes to the terms and conditions described herein.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

10. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

11. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

12. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

13. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

14. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

15. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

16. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

17. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

19. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

24. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

25. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

27. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

28. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

29. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached

the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

30. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

31. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

32. SUSPENSION FOR CONVENIENCE

COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

33. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Require CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

35. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

36. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

37. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Thus, CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The CONTRACTOR (offeror) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit D, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

39. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this Agreement. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - 1. The date, nature, and circumstances of the conduct regarded as a change;
 - 2. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - 3. The identification of any documents and the substance of any oral communication involved in such conduct;

4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 5. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 6. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either -
1. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 2. Countermand any communication regarded as a change;
 3. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 4. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
1. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
 2. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

41. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

42. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

44. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Wood Environment & Infrastructure Solutions, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: *Mona Miyasato*
Deputy Clerk

By: *Bob [Signature]*
Chair, Board of Supervisors

Date: 02/02/2021

RECOMMENDED FOR APPROVAL:

County Executive Office

CONTRACTOR:

Wood Environment & Infrastructure Solutions, Inc.

By: *Mona Miyasato*
41846E5C725B460
Mona Miyasato, County Executive Officer

By: *Aaron Goldschmidt*
48E1F6D927E24A3...
Aaron Goldschmidt, ENV SP, Vice President

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Susan McKenzie*
E39147D9C7E94EG...
Deputy County Counsel

By: *C. Schaffer*
A99EB58B71D04FB...
Deputy

APPROVED AS TO FORM:

Risk Management

By: *Ray Aromatorio*
D3DB8626E46F47F...
Risk Management

EXHIBIT A

STATEMENT OF WORK

Project Description

The Santa Barbara County Office of Emergency Management (SBCOEM) is the lead agency in the coordination and update to the 2017 HMP on behalf of all participating agencies. Currently, the 2017 Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan (HMP) includes a base plan (regional concepts and the County's section of the plan), as well as a set of annexes to address issues, goals, objectives, capabilities, assets, and mitigation measures of each participating agency. "HMP" includes the base plan, annexes and all associated documents of a FEMA-approved multi-agency hazard mitigation plan. During the HMP update process, the Contractor shall facilitate a process to update the multi-jurisdictional plan, including the base plan and each participating agency's (12) specific annexes.

The project is to conduct an update to a regional hazard mitigation assessment and consequently develop a regional hazard mitigation plan that meets the Federal Emergency Management Agency (FEMA) guidelines for approval. The goal is to update each agency's vulnerabilities and apply those to an Operational Area concept of emergency mitigation. The 2022 HMP will incorporate floodplain management plan components as well as strategies that address the Community Rating System (CRS) repetitive loss category "C" planning requirement. CRS planning applies to the County; other participating jurisdictions do not participate in the CRS program. The end result will be a 2022 HMP that complies with FEMA and state approval requirements with the proper supporting documentation.

Currently each participating agency has various planning documents, including general emergency plans that are compliant with California's Standardized Emergency Management System and the National Incident Management System.

Below is a list of the 13 agencies that will be participating in the plan HMP update:

1. City of Buellton
2. City of Carpinteria
3. City of Goleta
4. City of Guadalupe
5. City of Lompoc
6. City of Santa Barbara
7. City of Santa Maria
8. City of Solvang
9. Cachuma Operation and Maintenance Board
10. Carpinteria Valley Water District
11. Montecito Fire Protection District
12. Montecito Water District
13. County of Santa Barbara

The Contractor will work closely with the SBCOEM project manager, as the coordinator for the 2022 HMP and county departments, twelve (12) participating agencies, other governmental agencies, and members of the community to update the HMP for SBCOEM.

Contractor will coordinate and complete the following tasks in the development of the 2022 HMP and in accordance with the Exhibit E Timeline, as attached hereto and incorporated herein by this reference.

In addition to the key deliverables, the Contractor is expected to proceed with the assigned work and observe Santa Barbara County COVID-19 safety protocols throughout the duration of the project. To supplement this Statement of

Work, the parties agree that Contractor shall complete the additional detailed activities described in Exhibit A-1 and Exhibit A-2, as attached hereto and incorporated by this reference.

A. Task 1: General Requirements

Contractor will ensure the 2022 HMP includes all requirements under Title 44, CFR, section 201.6. In addition, the 2022 HMP must reflect current climate change information as it relates to hazard identification and risk assessment. The 2022 HMP must include updated Safety Element information in the County's Comprehensive Plan. The HMP must comply with the FEMA and California Governor's Office of Emergency Services (CalOES) standards. The completed plan shall result in a FEMA, State, participating agency, and Santa Barbara County Board of Supervisors approved 2022 HMP.

The Contractor shall act as the project manager, primary investigator and primary author of the 2022 HMP and will be required to report to FEMA, CalOES, and the SBCOEM project manager as necessary throughout the term of the Agreement. Contractor shall participate on an ad hoc Planning Team, also called the Mitigation Advisory Committee (MAC), consisting of core representatives from the county, cities, and special districts. The MAC will meet as often as necessary to review progress and address plan development needs. The Contractor shall provide technical and administrative services including, but not limited to coordinating MAC meetings, communications, presentations, documentation of the planning process and bi-weekly status reports on budget and work progress.

B. Task 2: Stakeholder Involvement

The Contractor will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), a facilitator, and meeting minutes for each meeting.

Mitigation Advisory Committee (MAC)

The MAC is composed of a Contractor representative and representatives from SBCOEM and the participating agencies. Using the information gathered during MAC meetings, the contractor will update the overall HMP and supporting annexes including development and rewrite. The Contractor will participate in a minimum of 6 MAC meetings. The Contractor will maintain a meeting schedule and participate in the meetings needed in order to fulfill the tasks. The Contractor will work with the MAC to review and identify the HMP process, hazard extents, history, and potential losses, and will determine mitigation goals and objectives, and review mitigation measures.

Local Planning Team (LPC)

Each individual agency has a Local Planning Team. The Contractor will facilitate a minimum of 24 Local Planning Team meetings, and provide the necessary resources to accomplish goals. Similar to the MAC meetings, the Contractor will review the HMP process, hazard extents, history, and potential losses with the LPC in order to establish mitigation goals and objectives, and review mitigation measures.

Public Involvement

The Contractor shall coordinate and solicit public involvement in an effort to capture community input and educate the public. This may include multiple sessions for public input and review, written and oral comments, online surveys, media releases and specific outreach to key stakeholders and communities. The Contractor shall follow their outreach plan to satisfy FEMA requirements and as outlined in Exhibit F. The Contractor will also work with the SBCOEM Lead Project Planner and the MAC to develop and implement additional public involvement strategies that may be required to meet the statutory requirements of Section 201.6 of Title 44 CFR and also meet the requirements of the FEMA and CRS programs. The Contractor will provide to SBCOEM all needed materials for their outreach plan, including, but not limited to outreach language, coordination of meeting dates, plan progress, printed draft copies of the 2022 HMP if in public open sessions, and a digital copy to display on the County of Santa Barbara website for public involvement purposes.

Outreach will include local government input, but will focus on educating the public on the 2022 HMP development process and identify community concerns. When a final draft 2022 HMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the Contractor.

Note: For security reasons, all sensitive critical infrastructure protection information will need to be redacted from the HMP prior to dissemination or presentation to the public.

C. Task 2: Planning

Integration of Other Planning Efforts

Contractor shall review the participating agencies general plans, safety element plans, capital improvement plans, the 2017 HMP, emergency operations plans, and any other relevant documents identified by the MAC. These plans or components of these plans may be integrated into the 2022 HMP as appropriate. **The 2022 HMP will incorporate floodplain management plan components, including the 10-Step planning process outlined in the 2017 CRS Coordinator's Manual, 510 Floodplain Management Planning section et seq. Special attention must be given to step 5(c) of the 510 Floodplain Management planning¹, the repetitive loss category "C" planning requirement. Contractor will complete the attached CRS 510 Floodplain Management Checklist.**

The County's Planning and Development Department is managing other planning projects that are already in progress to update the County's Comprehensive Plan's Safety Element and Climate Change Vulnerability Assessment. The Contractor selected for the 2022 HMP project must incorporate the data and findings of these two projects into the 2022 HMP as appropriate in order to bolster the sophistication of the 2022 HMP, prevent duplication of effort, and maintain consistency between updated County plans where efforts, research, and topics overlap.

Hazard Identification and Risk Assessment

Contractor, in conjunction with the MAC, shall identify and update natural or man-made hazards that may affect or have historically affected the Santa Barbara County Operational Area. Current climate change data and Safety Element information must also be integrated into this phase. Information sources must include current and historical data from Federal, State and local government documents. Other data sources include the State Hazard Mitigation Plan, and local sources such as the 2017 HMP, Climate Change Reports and Assessments commissioned by the county and other agencies, and the updated Safety Element of the county's Comprehensive Plan.

The Contractor will revise and/or update each hazard by identifying their key characteristics, such as nature, location, history, duration, extent, and the probability of occurrence. Additionally, the Contractor will provide technical analysis as to the impacts of those hazards on critical infrastructure and/or government services. Contractor shall use these findings to identify, update and map areas at risk for potential hazardous events. Contractor shall use the appropriate analysis tool or method (i.e. HAZUS) and be responsible for any costs associated.

Local Capabilities Assessment

The Contractor shall work with each participating agency to identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. Contractor shall discuss with SBCOEM and participating agencies, the prior use of these resources, if any, and effectiveness. A draft capabilities assessment will be prepared by the Contractor for review and approval by the MAC as part of the 2022 HMP planning process.

Vulnerability Analysis

The objective of this task is to develop an overall summary of the County's vulnerability to and potential impacts of each hazard. To do this, an accurate inventory of the types and numbers of buildings, infrastructure, and critical

E_____

¹Step 5(c) The assessment includes a review of historical damage to buildings, including all repetitive loss properties and all properties that have received flood insurance claims payments, and/or an estimate of the potential damage and dollar losses to vulnerable structures, including damage from mold and other flood-related hazards. Vulnerable structures must include all buildings within the community's defined repetitive loss area(s).

facilities will be compiled. A starting point for this information will be the Safety Element of the Comprehensive Plan of the County and previous HMPs which are required to have such information. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimates. Additionally, Geographic Information System (GIS) maps will be provided by SBCOEM and the participating agencies. Contractor will work with each participating agency to identify and update the types and count of structures at risk including, but not limited to, critical facilities, infrastructure elements and relevant assets. The MAC and Local Planning Teams will be interviewed by the Contractor for the accuracy and potential need to update the information, and necessary updating will be conducted by the Contractor with local staff assistance.

Contractor shall use data collected to prioritize and update the hazards associated with Santa Barbara County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities. FEMA's HAZUS (computer program from FEMA that estimates potential losses during a disaster) will be used to generate vulnerability assessments and losses for the highest risk hazards for Santa Barbara County (limit to 4 as determined by the MAC). This task will develop a parcel-level inventory of vulnerable structures. All hazard maps and data will be updated by the Contractor. Final maps and data will be provided to participating agencies in ArcGIS supported GIS format.

Planning Process

The 2022 HMP shall document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved. Additionally, the Contractor will document the planning process by ensuring that all meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the 2022 HMP.

D. Task 3: Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

The 2017 HMP has a set of annexes to address issues that are specific to participating agencies. The Contractor shall assist with updating the agency specific annexes. The MAC meetings will be used as an opportunity to obtain all pertinent information from each agency. The Contractor will be in charge of developing materials to provide each agency as "take-home" assignments. The "take-home" assignment materials will assist in obtaining mitigation goals, objectives, future mitigation measures, and other necessary information.

Develop/Update Hazard Mitigation Goals

Using the data collected as a guide, the Contractor will work with the MAC to update and develop goals and a long-term vision to mitigate the risk to people and property within Santa Barbara County and participating agencies, and enhance mitigation capabilities. Goal updates will also be informed by the Climate Change Vulnerability Assessment project being conducted by County Planning and Development.

Develop, Update, Evaluate and Prioritize Hazard Mitigation Measures

Contractor will provide the MAC with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the capabilities assessment and previously developed concepts. The MAC will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and the legality of the mitigation must be evaluated as part of the process. To ensure compliance with National Flood Insurance Program (NFIP) and CRS, flood mitigation actions will be identified to enhance the County's CRS class.

The MAC will review potential mitigation measures, modify them as needed and prepare a final approved list.

Mitigation Measures Implementation Plan

Using the data collected and with assistance from the MAC, the Contractor will develop an implementation plan to outline how each mitigation measure will be implemented in the next five years. The implementation plan will include the responsible party, timeline, funding source, and a description of the mitigation measure.

E. Task 4: Draft 2022 Hazard Mitigation Plan and Final 2022 Hazard Mitigation Plan

Draft Hazard Mitigation Plan

Contractor shall provide a preliminary draft of the updated 2022 HMP for review by the MAC and participating agencies. The 2022 HMP draft will include elements of a floodplain management plan that meets CRS for Santa Barbara County. Once approved by the MAC, the 2022 HMP draft will be made available to the public and to stakeholders for review. Contractor shall address input from the MAC, stakeholders, and the public, and include in the 2022 HMP draft, as appropriate.

Final Hazard Mitigation Plan

The Contractor will provide all required content for development of the Final 2022 HMP for submittal to CalOES and FEMA for review. The Contractor will also compile and include supporting documentation (e.g., official resolution) as part of the Final HMP and will then complete the FEMA Crosswalk Reference Document and submit to both CalOES and FEMA for final approval and CRS review. The Contractor will prepare the County's worksheets for credit under CRS Activity 510 – Floodplain Management Planning and assist in making sure that all of the County's creditable CRS points are properly calculated and documented. The Contractor will submit the Final 2022 HMP on behalf of SBCOEM to CalOES and FEMA at least six months prior to the September 26, 2022 expiration date of the 2017 HMP to allow for adequate review time.

If the 2022 Final HMP does not receive FEMA approval after CalOES and FEMA review has been completed, the Contractor will review FEMA "required revision" comments provided in the Crosswalk Reference Document and perform all "required" follow-on tasks to append and finalize the 2022 HMP for FEMA approval and CRS review. The SBCOEM will take the lead on incorporating "recommended revision" comments, which are NOT required for approval, into the Final 2022 HMP.

The Contractor will prepare an editable template Board and Council report and an executive summary that highlights the changes from the 2017 HMP including high threat risks, and recommended mitigation projects and programs. The template presentation will be for the SBCOEM and each participating agency to use for their elected body approval process. The Contractor will be available for questions at the County Board meeting (this can be via teleconference). The Contractor will collect and put together each participating agency's proof of elected body approval and submit this final documentation to FEMA to finalize the 2022 HMP.

- Contractor shall provide thirteen (13) hard copies (hard bound with tabs) and thirteen (13) electronic copies (USB Drives with one (1) Word Format and one (1) PDF Format) of the final FEMA and Board approved 2022 HMP.
- All mapping and data developed as part of the planning process will be considered the property of the County of Santa Barbara and the participating agencies. All finalized content will be provided to SBCOEM in an editable electronic format for future planning endeavors. All final maps and data will be provided to participating agencies in ArcGIS supported GIS format.
- Contractor shall provide any copies that are required for submittal to CalOES and FEMA.

Exhibit A-1

510 FLOODPLAIN MANAGEMENT CHECKLIST

Manual Version: Insert version

Community: Insert Community Name

510 FLOODPLAIN MANAGEMENT PLANNING
512.a Floodplain Management Planning (FMP)

Insert Name of Plan

Credit Points: *Enter the section or page number in the plan where each credited item can be found. Add notes on AW-510-4.*

CRS Step	Section/Page	Item Score	Step Total
1. Organize to prepare the plan. (15 Max)			
a. Involvement of Office Responsible for Community Planning (4)			
b. Planning committee of department staff (9)			
c. Process formally created by the community's governing board (2)			
2. Involve the public. (120 Max)			
a. Planning process conducted through a planning committee (60)			
b. Public meetings held at the beginning of the planning process (15)			
c. Public meeting held on draft plan (15)			
d. Other public information activities to encourage input (Up to 30)			
3. Coordinate with other agencies. (35 Max)			
a. Review of existing studies and plans (required) (5)			
b. Coordinating with communities and other agencies (Up to 30)			
4. Assess the hazard. (Max 35)			
a. Plan includes an assessment of the flood hazard (REQUIRED) with:			
(1) A map of known flood hazards (5)			
(2) A description of known flood hazard (5)			
(3) A discussion of past floods (5)			
b. Plan includes assessment of less frequent floods (10)			
c. Plan includes assessment of areas likely to flood (5)			
d. The plan describes other natural hazards (REQUIRED FOR DMA) (5)			

Manual Version: | Insert version
510 FLOODPLAIN MANAGEMENT PLANNING
CRS Step

Community: Insert Community Name
Insert Name of Plan

- 5. Assess the problem. (Max 52)**
- a. Summary of each hazard identified in the hazard assessment and their community impact (REQUIRED) (2)
 - b. Description of the impact of the hazards on: (Max 25)
 - (1) Life, safety, health, procedures for warning and evacuation (5)
 - (2) Public health including health hazards to floodwaters/mold (5)
 - (3) Critical facilities and infrastructure (5)
 - (4) The community's economy and tax base (5)
 - (5) Number and type of affected buildings (5)
 - *c. Review of all damaged buildings/flood insurance claims (5)
 - d. Areas that provide natural floodplain functions (5)
 - e. Development/redevelopment/Population Trends (7)
 - f. Impact of future flooding conditions outlined in Step 4, item c (8)
- ** RL Category: (Insert A, B or C)

Section/Page	Score	Total

- 6. Set goals. (required) (2)**
-
- 7. Review possible activities. (Max 35)**
- a. Preventive activities (5)
 - b. Floodplain Management Regulatory/current & future conditions (5)
 - c. Property protection activities (5)
 - d. Natural resource protection activities (5)
 - e. Emergency services activities (5)
 - f. Structural projects (5)
 - g. Public information activities (5)

Manual Version: | Insert version
510 FLOODPLAIN MANAGEMENT PLANNING
 CRS Step

Community: Insert Community Name
 Insert Name of Plan
 Section/Page Score Total

- 8. Draft an action plan. (Max 60)
 - a. Actions must be prioritized (required)
 - 1. Recommendations for activities from two of the six categories (10)
 - 2. Recommendations for activities from three of the six categories (20)
 - 3. Recommendations for activities from four of the six categories (30)
 - 4. Recommendations for activities from five of the six categories (45)
 - b. Post-disaster mitigation policies and procedures (10)
 - c. Action items for mitigation of other hazards (5)
- 9. Adopt the plan. (2)
- 10. Implement, evaluate and revise.(Max 26)
 - a. Procedures to monitor and recommend revisions (required) (2)
 - b. Same planning committee or successor committee that qualifies under Section 511.a.2 (a) does the evaluation (24)

Section/Page	Score	Total
(Insert date of adoption)		

Notes/Comments: Note if step 5c is missed, or if score is capped at 50 points, reference FEMA approval

Community: (Insert Community Name)

512.b Repetitive loss area analysis (RLAA) Credit Points:

Complete one copy of this page for each analysis.

Credit Criteria

- _____ Show that all repetitive loss areas are mapped as described in Section 503.b. (RL Cat C) or
- _____ Show that the evaluated repetitive loss areas are mapped as described in Section 503.b. (RL Cat A or B)
- _____ A memo or other documentation showing that the head of the appropriate department has approved the analysis.

Enter the section or page number in the analysis where each credited item can be found.		Section/Page
Step 1.	Property owners were advised that the analysis would be conducted, request input	
Step 2.	Agencies or organizations that may have plans that could affect the cause or impacts of the flood were contacted	
Step 3.	Data were collected on each building and the cause(s) of the repetitive flood damage was determined	
Step 4.	Alternative mitigation approaches were reviewed to determine whether any property protection measures or drainage improvements are feasible.	
Step 5.	Document the findings, including a map showing all parcels in the area, recommendations, and how the recommendations will be funded.	

If the community did not conduct analyses of all the repetitive loss areas, provide the following:

- a. The number of buildings in the repetitive loss areas where the analyses have been completed (bAA) _____.
- b. The number of buildings in all of the community's repetitive loss areas (bRLA)

Community: (Insert Community Name)

512 Impact Adjustment:

- a. Option 1: rFMP = 1.0 rRLAA = 1.0
- b. Option 2: rFMP = 0.25 rRLAA = 0.25
- c. Option 3. rRLAA = _____
 bAA _____ = #DIV/0!
 bRLA _____

513 Credit Calculation:

- a. FMP= _____ If any of the step totals in subsections 511.a.1–10 is 0, then FMP = 0.
- b. FMP _____ x rFMP _____ cFMP = _____
 RLAA _____ x rRLAA _____ cRLAA = _____
 NFP _____ cNFP = _____
- Add the lines above = _____
- c510 = value above rounded to the nearest whole number: _____
- Enter this value on AW-720-1. c510 = _____

Exhibit A-2

PROJECT STATEMENT OF WORK: REQUIREMENTS & DELIVERABLES

Project Description

The SBCOEM will be the lead agency in the coordination and update to the 2017 HMP on behalf of all participating agencies. Currently, the 2017 HMP includes a base plan (regional concepts and the County's section of the plan), as well as a set of annexes to address issues, goals, objectives, capabilities, assets, and mitigation measures of each participating agency. For the purposes of this request for proposals (RFP), "HMP" includes the base plan, annexes and all associated documents of a FEMA approved multi-agency hazard mitigation plan. During the HMP update process, Wood Environment & Infrastructure, Inc. (Wood) shall facilitate a process to update the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), including the base plan and each participating agency's (12) specific annexes.

The proposed project is to conduct an update to a regional hazard mitigation assessment and consequently develop a regional hazard mitigation plan that meets the Federal Emergency Management Agency (FEMA) guidelines for approval. The goal is to update each agency's vulnerabilities and apply those to an Operational Area concept of emergency mitigation. The 2022 MJHMP will incorporate floodplain management plan components as well as strategies that address the Community Rating System (CRS) repetitive loss category "C" planning requirement. CRS planning applies to the County; other participating jurisdictions do not participate in the CRS program. The end result will be a 2022 MJHMP that complies with FEMA and state approval requirements with the proper supporting documentation.

Currently each participating agency has various planning documents, including general emergency plans that are compliant with California's Standardized Emergency Management System and the National Incident Management System.

Below is a list of the 13 agencies that will be participating in the plan HMP update:

1. City of Buellton
2. City of Carpinteria
3. City of Goleta
4. City of Guadalupe
5. City of Lompoc
6. City of Santa Barbara
7. City of Santa Maria
8. City of Solvang
9. Cachuma Operation and Maintenance Board
10. Carpinteria Valley Water District
11. Montecito Fire Protection District
12. Montecito Water District
13. County of Santa Barbara

Wood will be required to work closely with the SBCOEM project manager, as the coordinator for the MJHMP and county departments, twelve (12) participating agencies, other governmental agencies, and members of the community to update the MJHMP for SBCOEM.

Wood will coordinate and complete the following minimum tasks in the development of the 2022 MJHMP and in accordance with the timeline described below:

Task 1. General Requirements

Wood views the project kick-off process as critical to successful completion of the MJHMP, particularly given its relationship to the County's Safety Element update, a key long-range County project. Effective kick-off will be essential to this project to establish key relationships that will persist through the life of the project. It is also the first opportunity to bring diverse County representatives together to discuss the interplay between natural hazards, land uses and development, and hazards data and science. Upon authorization to proceed, our team would mobilize background research into available guidance, existing studies, and tools, and review of MJHMP methodology in preparation for an engaging and productive kick-off meeting. We would prepare an initial data needs list and establish a project master contact list, starting with key County departmental staff and contacts from cities and special districts. Our team would design and facilitate a kick-off meeting with County Office of Emergency Management (OEM) staff. The agenda would guide discussion of key objectives and components of the project and our scope of work, existing data and reports, and MJHMP update methodology, including schedule and deliverables. We would perform initial goal setting, establish team communication protocols and logistics, and refine initial public outreach focus and approach. Our Project Manager, Hazards Specialist, and Senior Technical Advisor would attend the kick-off meeting.

Proceeding from kick-off, our team will ensure the MJHMP includes all requirements under Title 44, CFR, section 201.6, addressing "Local Mitigation Plans". The MJHMP will reflect current climate change information as it relates to hazard identification and risk assessment, particularly with respect to sea level rise issues and increased fire hazard potential. We will work closely with the Planning and Development Department to ensure ongoing projects for the Safety Element Update and Climate Change Vulnerability Assessment dovetail with the MJHMP. As discussed above, the MJHMP will comply with the FEMA and Cal OES standards for a 2022 MJHMP approval and adoption, along with those interconnecting regulatory requirements.

Throughout the project, Wood will act as the project manager, primary investigator, and primary author of the MJHMP, reporting as necessary to the OEM project manager, as well as FEMA and Cal OES. Wood will maintain key contacts and ongoing communications with County departments, including staff from the Public Works Department, the Community Services Department, the Planning and Development Department, the Fire Department, and the Sheriff's Office, as needed. Coordination with state and federal agencies may include Cal OES, California Geological Survey, California Department of Water Resources, California Department of Forestry and Fire Protection (Cal FIRE), California Department of Transportation, FEMA,

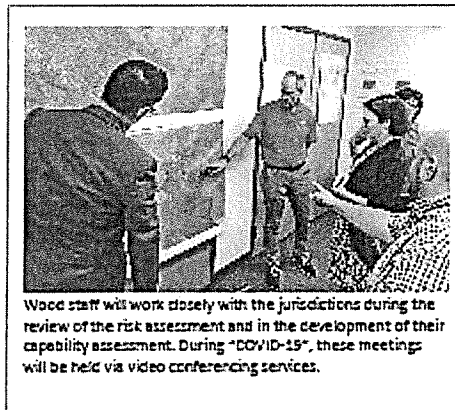
National Oceanic and Atmospheric Administration, National Weather Service, U.S. Forest Service, and other appropriate regional agencies to be identified early in the planning process. During Task 1, Wood will develop a list of stakeholders and finalize those who will participate in Mitigation Advisory Committee (MAC) and the key contacts for the Local Planning Teams (LPTs) from each agency, as further discussed in Task 2a. During Task 1, Wood will assemble timelines, schedules, and draft materials necessary to coordinate the MAC and LPT meetings, presentations, documentation of the planning process and schedule. Our team would also provide biweekly status reports on budget and work progress and assist with grant reporting and invoicing.

Task 1 Deliverables

- Project kickoff meeting
- Project stakeholder and contact list, including identification of MAC and local planning team members
- Background research and initial data collection
- Provide strategic schedule for the MJHMP process and requirements, including communication protocol

Task 2. Stakeholder Involvement

Wood will design and manage a public outreach plan to establish and maintain an ongoing relationship with interested parties through regular meetings to update stakeholders. The public outreach plan will include multiple sessions for public input and review, written and oral comments, online surveys, media releases and specific outreach to key stakeholders and communities, as further described below. Wood will work with the County and stakeholders to coordinate and involve the 13 member jurisdictions and ensure meaningful input is solicited from each participating agency. The public outreach plan will also ensure the public is involved at appropriate milestones throughout the planning process. Outreach strategies will be tailored for the MAC, the LPTs and the public, as further described below. Each MAC, LPT, and public meeting will be developed and documented in the MJHMP in compliance with the DMA 2000 requirements and the FEMA *Local Mitigation Planning Handbook* (44 CFR 5201.6). The public outreach plan will be developed to capture the proposed and specific elements of public involvement throughout the process that will meet the statutory requirements of Section 201.6 of Title 44 CFR and also meet the requirements of the FEMA and CRS programs. The written record will include a detailed description of meeting schedules and activities that contributed to the plan's development, as well as a record of each member of the MAC and LPT.



As an outreach tool, Wood will provide a customized MJHMP Update Guide to participating jurisdictions. The MJHMP Update Guide is a unique Wood tool that facilitates the collection of data, documents participation, and serves as a reference document during the planning process. Wood will also provide a GIS Data Request list to help us begin to organize GIS shapefile data. Wood will develop the text for an invitation letter and “fact sheet” for County OEM to distribute to jurisdictions and stakeholders interested in participating in the update process.

Wood will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), a facilitator, and meeting minutes for each meeting. The meetings and workshops will either be held virtually or in-person depending on COVID-19 pandemic-related restrictions. A record of all public outreach efforts will be recorded on an ongoing basis to provide details for the MJHMP and its appendices.

Mitigation Advisory Committee (MAC) Meetings

Building, coordinating, and facilitating a multi-jurisdictional steering committee is critical to a successful mitigation planning process and required under the DMA 2000. The MAC for the MJHMP Update will include representatives from OEM, the 8 incorporated cities, and 4 special districts and will be considered the steering committee representing Santa Barbara County as a whole, as well as the individual agencies and LPTs (see below). The MAC will provide guidance on the scope of the MJHMP, review the draft and final MJHMP, make key connections within the community and promote participation, and advise on mitigation goals and programs. This effort will include a definition of “participation”, which will outline the expectations of the jurisdictions that will be ultimately adopting the MJHMP. Wood will work with OEM on structuring the MAC’s membership with a combination of local government and other stakeholders to maximize CRS program credits. As this plan is an update to an existing plan, the previous MAC members could be reconvened along with new or replacement individuals or organizations.

Wood proposes the following MAC meetings to ensure participation at key milestone throughout the project. Meetings would be virtual unless public health guidance allows for some degree of in-person coordination:

- MAC Meeting #1: Introduction to Process and Requirements, including DMA and public involvement requirements
- MAC Meeting #2: Risk Assessment and Goals Update
- MAC Meeting #3: Mitigation Action Review and Identification
- MAC Meeting #4: Mitigation Action Finalization and Prioritization
- MAC Meeting #5: Draft Plan Review
- MAC Meeting #6: Review Public Review Input and Final Plan Preparation

LPT Meetings

Wood will work with the County to develop a list of LPT participants consisting of staff from the County and from participating jurisdictions. County and jurisdictions’ departments on each LPT may include staff from planning departments, building and safety, creeks divisions, public

works, fire, and police, among others. Our team would facilitate one (1) initial workshop for all LPTs to introduce the project, review the MJHMP process, share the customized MJHMP Update Guide, and provide preliminary hazard information and history. This LPT workshop would be virtual or in-person depending on public health guidance. Then, our team would conduct up to two (2) subsequent meetings with each LPT, including OEM staff, to review local hazards data, potential losses, and mitigation strategies. These subsequent meetings would ensure specific input is received from each participating jurisdiction and that each LPT receives focused attention in the development of MJHMP data and recommendations. Since the City of Carpinteria is preparing a local HMP in parallel with the MJHMP, the Wood team would limit LPT outreach to Carpinteria to effort required to coordinate the parallel efforts and ensure consistency between the MJHMP and the City's local HMP.

Public Involvement

Wood will work with the MAC to ensure effective public involvement throughout the planning process. The intent of the public involvement effort will be to capture community input and educate the public. Public outreach would entail a strategic combination of workshops, noticing, and a survey. Wood will assist the County in the preparation and facilitation of three public workshops. The 1st public workshop will take place during the Hazards Assessment within the first two months of the planning process to maximize CRS credits. The 2nd will take place upon release of the draft Mitigation Strategy, and the 3rd workshop will take place upon release of the draft MJHMP.

- Public Workshop #1: Introduction to Planning Process and Hazards
- Public Workshop #2: Mitigation Strategies
- Public Workshop #3: Draft MJHMP Review

Wood is experienced conducting virtual workshops using various forums such as Team Live, Zoom, or similar platforms. For all workshops, Wood will work with the County to schedule workshop dates, develop agendas, and publicize the workshops through public notices, press releases, emails, and website and social media postings. Our team will develop a "fact sheet" that can be emailed or printed to share with interested parties. Our team will provide all noticing materials and messages and the County will be responsible for coordinating the release of all press releases, website and social media postings, and official notices. Wood will then help the County in facilitating the public workshops and incorporate public input from the workshops into the MJHMP.



Our team is expert in facilitating stakeholder meetings and community workshops for complex projects and long-range planning efforts, including virtual workshops during the COVID-19 pandemic. Input gathered during these meetings and workshops would be used to inform the geographic scope and priorities related to potential hazards.

In addition to the public workshops, we would develop and promote a community hazards survey to gather public information and opinions. We have had good success with using online surveys to capture public input during local hazard mitigation plan updates and other recent long-range planning processes. We will prepare an online public survey early in the process that can be distributed to gather public feedback on hazards of concerns, specific vulnerabilities, and ideas for mitigation or gauge support for mitigation strategies. We will also develop a hardcopy version for distribution at the workshops and provide the link to the online survey for distribution. We will take full advantage of the County's existing community involvement and public notification mechanisms and partner with MAC and LPT contacts to foster notification within city and special district constituencies (e.g., newsletters, utility bills, social media, decision-maker briefings, etc.).

Public comments received through the public workshop and online survey will be shared with the MAC and incorporated as appropriate by Wood into the MJHMP. Wood understands that for security reasons all sensitive critical infrastructure protection information will need to be redacted from the MJHMP prior to dissemination or presentation to the public.

Task 2 Deliverables

- Public outreach plan
- MJHMP Update Guide with GIS data request
- Meeting materials (sign-in sheet, agenda, and PowerPoint presentation), a facilitator, and meeting minutes for each meeting
- Six (6) MAC meetings
- One (1) LPT workshop and up to two (2) LPT-specific conference calls or virtual meetings
- Online survey with hardcopy version if needed
- Noticing, fact sheet, press releases, website, and social media postings
- Compilation of written and verbal public comments for consideration by the MAC

Task 3. Planning

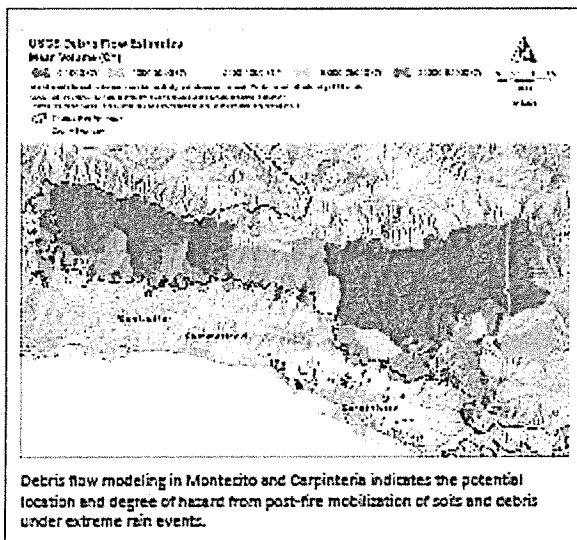
Wood will work with OEM and the MAC to effectively meet the planning requirements under the DMA. We would launch from initial stakeholder involvement tasks (see Task 2 above), including LPT response to the GIS data request and first MAC meeting input, to build a database of GIS data and key documents that will serve as a basis for the hazard assessment (see below). Wood will collect and review any additional relevant background documents previously mentioned. These documents will be used throughout the planning process to develop the risk assessment and to assess existing hazard mitigation capabilities, as described herein.

Integration of Other Planning Efforts

Coordination with other community planning efforts and with other stakeholders and agencies is key to the success of this MJHMP update. Hazard mitigation planning involves identifying and reviewing existing policies, tools and actions that will reduce a community's risk and vulnerability from hazards. The County utilizes a variety of comprehensive planning mechanisms to guide and control growth and development that also serve to reduce losses to

life and property and the social and economic impacts that result from hazards. This aspect of plan development builds upon the momentum developed through previous and related planning efforts and mitigation programs and integrates those successes into the MJHMP. Integrating existing planning efforts and mitigation policies and action strategies into the MJHMP establishes a credible plan that ties into and supports other County and community programs. Likewise, identifying these other mitigation programs and plans provides the County with other viable mechanisms for implementing the goals, objectives and mitigation strategy resulting from the MJHMP.

The Wood team will coordinate this project with related planning efforts, which may include elements of the jurisdictions' General Plans, Emergency Operations Plans, Community Wildfire Protection Plans, Watershed Plans, flood mitigation plans, and Capital Improvement Program planning and budgeting and other relevant documents that might be identified during the plan development process. These plans or components of these plans may be integrated into the MJHMP as appropriate. It will also be important to note what plans the MJHMP has been integrated into or cross-referenced since it was developed. This is a requirement of HMP updates. Of note, the MJHMP will need to be responsive and consistent with the County's Comprehensive Plan's Seismic Safety and Safety Element and Climate Change Vulnerability Assessment, two current projects for the Planning and Development Department. Wood will review and incorporate the data and findings of these two projects into the MJHMP as appropriate to ensure use of the latest data, prevent duplicative efforts, and maintain consistency between updated County plans where efforts, research, and topics overlap.

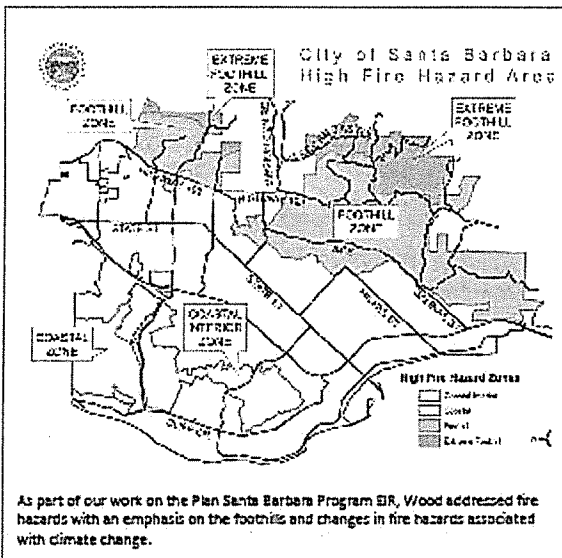


As a key requirement, the MJHMP will incorporate floodplain management plan components. Wood will complete the CRS 510 Floodplain Management Checklist and address the 10-Step planning process outlined in the 2017 CRS Coordinator's Manual, 510 Floodplain Management Planning section and its repetitive loss category "C" planning requirement. Vulnerable structures must include all buildings within the community's defined repetitive loss area(s). The assessment includes a review of historical damage to buildings, including all repetitive loss properties and all properties that have received flood insurance claims payments, and/or an estimate of the potential damage and dollar losses to vulnerable structures, including damage from mold and other flood-related hazards.

Hazard Identification and Risk Assessment

The first step in risk assessment is identifying the range of natural and human-caused hazards in Santa Barbara County. This effort involves identifying and profiling hazard events that present a threat to both the incorporated and unincorporated parts of the County. The planning effort will identify and update natural or man-made hazards that may affect or have historically affected the Santa Barbara County. Current climate change data and Safety Element information will also be integrated into this phase. Climate change considerations will be incorporated into the hazard profiles to describe how the frequency and intensity of hazards could be altered in the future.

Hazards evaluated will include those identified in the 2017 plan and may be expanded through review of current documents and MAC/LPT coordination. Existing HMPs from all participating jurisdictions and surrounding counties will be reviewed and evaluated for information that should be included in the MJHMP. Climate change studies and assessments commissioned by the County and other agencies (e.g., City of Carpinteria Sea Level Rise Vulnerability and Adaption Plan) and the updated Seismic Safety and Safety Element of the County's Comprehensive Plan will also inform the update. A review and consideration of the hazards



contained in the 2018 California State Enhanced Multi-Hazard Mitigation Plan (SHMP) will also be evaluated for inclusion in MJHMP. Wood will ensure the hazards assessment remains compliant with Senate Bill (SB) 379.

As part of hazard identification and risk assessment, Wood will collect information about past hazard events that have occurred since the previous plan's development. The Thomas Fire, which burned over 281,893 acres in the LPNF and surrounding communities and resulted in devastating debris flows in Montecito, will be one such example. The effects of the COVID-19 pandemic on security and public health is another example. The data

collection will include an internet, newspaper, and literature search for data related to historic events, and an inventory and review of the County's existing GIS data layers and existing plans (e.g., Seismic Safety and Safety Element of Comprehensive Plan, past HMPs). This assessment will also include collecting detailed information on impacts from California's multi-year drought on the County's facilities, as well as wildfires, and erosion and sedimentation potential in the County's watersheds.

At a minimum, the MJHMP will evaluate the following:

- Agricultural pests
- Aircraft Crashes
- Dam Failure
- Drought and Water Shortage
- Civil Disturbance
- Cyber Threats
- Earthquakes – including fault rupture, groundshaking, and liquefaction
- Energy Shortage and Resiliency
- Epidemic/Pandemic/Vector Borne Disease
- Flooding – including storm surge and coastal confluence flooding
- Hazardous Materials Release
- Landslide and other Earth Movements (e.g., mudflow or debris flows)
- Levee Failure
- Marine Invasive Species
- Natural Gas Pipeline Rupture and Storage Facilities
- Oil Spills
- Radiological Accidents
- Sea Level Rise and Erosion
- Severe Weather and Storms (extreme heat, freeze, hailstorms, hurricanes, tornadoes, windstorm)
- Terrorism
- Train Accidents
- Tsunamis
- Well Stimulation and Hydraulic Fracturing
- Wildfire
- Additional hazards identified by MAC and/or public input

For these hazards, our team will collect data that describes:

- Hazards posing a risk to the incorporated and unincorporated areas of the County;
- The history of these hazards;
- Speed of onset/duration of the hazard;
- Severity/magnitude and duration of hazard events;
- The likelihood that these hazards will occur in the future; and
- The frequency and recurrence interval that they occur.

The data analysis will include detailed mapping of historical hazard events and hazard zones, as well as existing and expected future conditions wherever possible. The hazards will be prioritized by the MAC based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, and funding and mitigation abilities. Our data collection efforts will be focused on using existing data, as described in the DMA regulations. Data limitations and gaps will also be identified during this process. These limitations may be considered as recommendations in the mitigation strategy part of the plan. This step will also involve the development of a composite of the hazards in GIS to identify areas within the County that are vulnerable to multiple hazards. Our recent work updating the San Luis Obispo County Multi-jurisdictional Hazard Mitigation Plan and ongoing work on the City of Carpinteria HMP will allow us to jump-start this task. As an example, we have already developed a comprehensive GIS database of hazards in support of the Carpinteria effort that could serve guidance on sources and extents for this effort.

Local Capabilities Assessment

As part of the MJHMP Update and as required by Cal OES, Wood will evaluate the County's and participating agencies' existing capabilities to mitigate risk and vulnerabilities from natural, technological, and human-caused hazards. The local capability assessment will:

- Identify existing legal and regulatory tools addressing each hazard;
- Discuss any applicable past, present, and future hazard mitigation programs; and
- Assess administrative, technical, and financial capabilities, as well as the effectiveness and opportunities for improvement.

The customized MJHMP Update Guide developed and distributed during Task 2 will be used to gather updated capability information from participating jurisdictions and agencies. By collecting information about existing programs, policies, regulations, and emergency plans, Wood can assess those programs, activities, and measures already in place that contribute towards mitigating some of the vulnerabilities identified. A draft capabilities assessment will be prepared for review and approval by the MAC.

Once updated, the local capabilities assessment is compared to the risk assessment to "paint a picture" of the potential disaster impacts. The information obtained during this process details the "net vulnerability" of the area (i.e., vulnerability tempered by existing capabilities), and it provides a platform for developing mitigation goals. In addition, this information provides a baseline of what these likely impacts would cost, thus providing an estimate of the benefits of any resulting mitigation actions. This provides added value to the MJHMP by ensuring integration of the plan with existing policies, procedures, and other plans and assists in the identification of additional mitigation strategies.

Vulnerability Analysis

The second step in the risk assessment process is determining the assets that might be affected or exposed to hazards. Our team will work with County departments, including GIS staff, and the LPTs to acquire the best available hazard and inventory data to capture the total assets at risk within the County. A starting point for this information will be the Seismic Safety and Safety

Element of the Comprehensive Plan of the County and previous HMPs, which are required to have such information. The County's GIS resources and others applicable current data sources will be used to develop a comprehensive inventory of assets located in jurisdictions and identified hazard areas which will be displayed in GIS maps, as further described below.

Our team will work with the MAC to define, identify, and update assets of value to the County that are at risk to hazard events. Using the best available data, the risk assessment will include maps that delineate areas affected by natural hazards and identify locations of local assets. We will work with the MAC and LPTs to confirm the accuracy and potential need to update the information, and necessary updating will be conducted by Wood with OEM staff guidance. Changes due to recent development and land use changes, including buildings and critical infrastructure, will be incorporated into the analysis.

Once the hazards and assets have been compiled, we will develop a current and modernized analysis of the vulnerability of the planning area to specific hazards and the potential impacts of those hazards. The vulnerability assessment will:

- Identify which assets are particularly vulnerable or have the greatest need for mitigation or adaptation.
- Identify high priority problems that will require near-term or immediate response.
- Summarize major planning and policy issues (i.e., new development expected in high fire hazard areas).
- Discuss of methodology used to weigh and prioritize vulnerabilities.
- Discuss whether and to what extent the impacts could be exacerbated as a result of climate change.
- Identify the most significant vulnerabilities in each community.

The vulnerability assessment will include an assessment of the vulnerability of each participating jurisdiction to identified hazards, as data allows, based on latest risk assessment methods and techniques that we have utilized in multiple hazard mitigation plans in California and around the country. For common hazards, such as flood and wildfire, the County can make use of methods from past work, from overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically HAZUS-MH. FEMA's HAZUS computer program can estimate potential losses during a disaster. We would estimate the four highest risk hazards (earthquake, tsunami, flood, and hurricane) for Santa Barbara County, as determined by the MAC. This task will develop a parcel-level inventory of vulnerable structures. For assets or hazards with insufficient information for estimating dollar losses, other methods will be used to identify those assets most at risk. Wood will utilize the latest FEMA digital flood hazard maps. The vulnerability assessment will include:

- Number, types, occupancy, and values of existing buildings and infrastructure in the planning area and in mapped hazard areas, based on GIS and Assessor data
- Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of the County assessor's data with hazard locations
- Identification of populations at risk

- Critical facilities and infrastructure at risk
- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Economic impact of potential losses
- Natural, cultural, and historic resources at risk, including natural and beneficial functions
- A description of land use, proposed structures, and development trends/constraints in for the planning area and in identified hazard areas to advise future land use decisions
- Estimate of average annual losses, per hazard

The hazards will be analyzed using GIS and other data, as warranted, to identify areas within the County that are at risk and vulnerable to identified hazards. Maps and databases will be developed highlighting the most at-risk locations for the planning area by hazard, with the intent to show how risk varies across the planning area. This process is an important element in MJHMP development as it allows each jurisdiction to focus resources on significant hazards to the community, resulting in a more focused achievable mitigation strategy for the plan. All assumptions and methodologies used by Wood to generate the risk assessment will be documented in the plan. Any data limitations for completing the vulnerability assessment will also be noted and documented in the MJHMP. Final maps and GIS data will be delivered to the County.

Lifeline Impacts

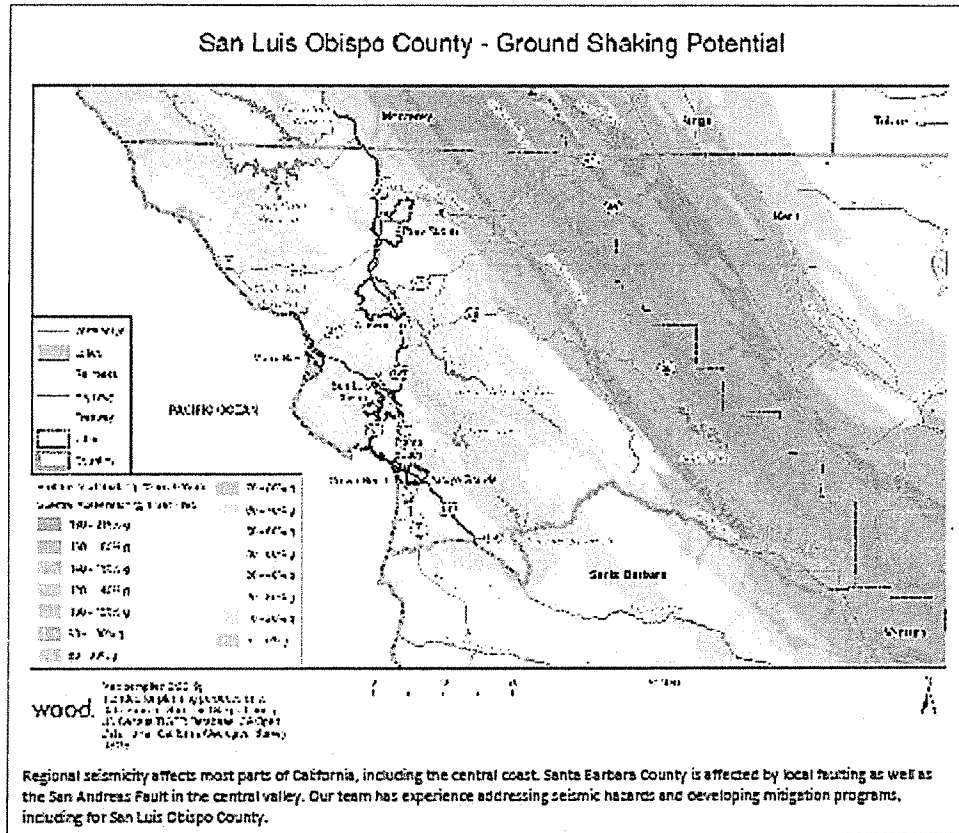
A key part of the vulnerability analysis will be assessing how hazards can disrupt key lifelines and infrastructure, government services, and community life. We use FEMA's Community Lifelines structure to analyze hazard impacts on critical facilities and infrastructure (including structures, systems, facilities, and capabilities) organized by safety and security; energy; communications; transportation; food, water, & sheltering; hazardous waste; and health and medical systems in the County. This will help the County focus on and plan for the common disruption caused by hazards and align the plan with current FEMA frameworks and funding priorities, including positioning for the new Building Resilient Infrastructure and Communities (BRIC) grant.



Vulnerability Assessment for Earthquake Hazards

To specifically address seismic hazards, Wood will conduct up to two HAZUS earthquake loss scenarios. The first will be a 2,500-year probabilistic event that represents a severe ground shaking scenario that could arise from multiple faults in the region. The second will be a deterministic scenario representative of a likely event based on the nearest potentially active fault, as recommended by consultation with the California Geological Survey or USGS ShakeMap products, where available. Earthquake hazard, soils, and liquefaction data will be

imported, where available, into HAZUS to enhance the accuracy of the results. Deliverables will include key reports from HAZUS.

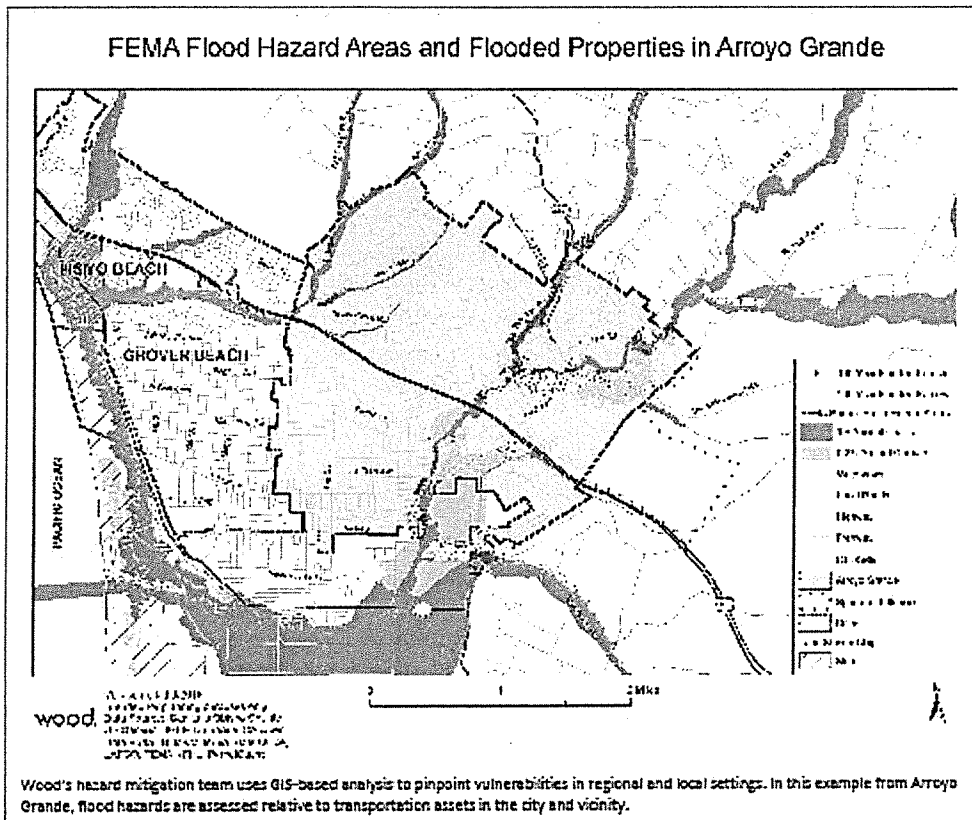


HAZUS Level 2 Vulnerability Assessment for Flood Hazards

If the necessary GIS shapefile data is available, as an additional added value Wood will conduct a Level 2 vulnerability assessment for flood hazards. Wood's GIS Specialist will utilize FEMA's HAZUS, RiskMAP products, and other software to develop an advanced assessment (i.e., Level 2 vulnerability assessment) for flood hazards. This additional assessment will utilize GIS to develop detailed flood loss estimation based on HAZUS for the County. The Level 2 assessment involves importing existing GIS data on existing structures, based on a parcel level inventory into HAZUS. This includes occupancy mapping (residential, commercial) and formatting attributes to be consistent for use in HAZUS. As part of this effort, the following data will need to be collected and formatted:

- Parcel boundaries and descriptive attributes, including:
 - Date of construction

- Type of construction
- First floor elevation
- Square footage
- Number of stories
- Foundation type and presence or absence of Basements
- Value of structure and estimated content values
- Structure footprints
- Topographic data (2-foot contour or best available)
- Flood hazard boundaries
- Roads



To enable flood loss estimation, the depth grids for 100- and 500-year flood events (if available) will be imported into HAZUS. Wood staff will collect depth grids for 100- and 500-year floods produced from existing hydrology and hydraulics (H&H) models associated with Digital Flood Insurance Rate Maps (DFIRMs). A HAZUS study region will be built and HAZUS flood loss analyses will be modeled for the 100- and 500-year return periods. In addition to HAZUS, Wood will inventory NFIP-insured structures and those repetitively damaged by floods to update and analyze trends with these vulnerable structures.

Analysis of Development Trends

Understanding current land use patterns and future development trends within a community is a key factor in determining viable mitigation strategies for the plan. Evaluating past hazard impacts against existing land use patterns provides an assessment of the vulnerability of certain land uses to given hazard events. The results of this assessment can provide a community with critical information for determining where and how to grow in the future. A method that we used successfully in the Kern County HMP update was to analyze the 'year built' attribute on the parcel data to determine where development had occurred since the last plan update, using GIS to depict to spatial distribution of recently developed structures within flood, earthquake and wildfire hazard areas; in the San Luis Obispo LHMP building permits were analyzed spatially to identify development trends within hazard areas. A similar process will be used for the County as data allows.

Multi-Jurisdictional Risk Assessment

Our team will assess risks that may be specific to certain cities or special districts within the County. This will be accomplished with GIS methods where applicable (e.g. flood or wildfire hazards) and include input from the jurisdictions on their unique hazards and risks. Updated information including maps and risk tables will be incorporated into jurisdictional annexes and would be subject to review with the appropriate LPT.

Documentation of the Planning Process

Throughout the process, Wood will assist with documenting each step along the way. Wood will record methodologies, assumptions, and datasets/resources used to perform the risk assessment and to identify, analyze and prioritize the mitigation measures. We would also record content and outcomes of MAC and LPT review of the assessment, communications with various entities for gathering information, and the public involvement process. Wood will document the planning process by ensuring that all meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the MJHMP into a planning process appendix.

Task 3 Deliverables

- Draft Capability Assessment for LPT review
- Draft Hazard Identification and Risk Assessment
- Complete the CRS 510 Floodplain Management Checklist
- Final maps and data provided to participating agencies in ArcGIS supported GIS format.
- Documentation of methodologies, assumptions, datasets, and stakeholder input in a MJHMP appendix

Task 4. Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

Develop/Update Hazard Mitigation Goals

With a clear understanding of the hazards and vulnerabilities that may go unabated by existing programs and activities in Santa Barbara County, the mitigation strategy is ultimately the most important part of the MJHMP. The mitigation strategy includes goals and objectives and identifies and prioritizes mitigation actions designed to minimize the effects of hazards in vulnerable areas in Santa Barbara County. Goals provide a guide as to what should be done to improve the County's disaster resistance. Objectives define strategies or implementation steps to attain the identified goals. The goals and objectives will reflect the long-term vision to reduce the risk to people and property within the County's planning area and will focus on enhancing overall mitigation capabilities. Goals and objectives from other County documents, including the Climate Change Vulnerability Assessment project being conducted by the County Planning and Development Department, as well as state plans, such as the 2018 California SHMP, will be analyzed to ensure consistency with existing programs.

Mitigation would address countywide issues and community-specific issues. Similar to the 2017 MJHMP, a set of annexes to the MJHMP would be updated to address issues that are specific to participating agencies. Wood will assist with updating the agency-specific annexes, based on input from LPT meetings and "take-home" assignments, such as the MJHMP Update Guide included in Task 2. Direct outreach to LPTs and coordinating with the MAC will assist in obtaining mitigation goals, objectives, future mitigation measure, and other necessary information, including a mitigation action status tracker.

Develop, Update, Evaluate, and Prioritize Hazard Mitigation Measures

Working with the MAC, the LPTs, and public input, Wood will identify mitigation activities that have been undertaken in the past, including both the incorporated and unincorporated areas of the County. Wood will develop a worksheet to gather input on the status of existing mitigation actions in prior HMPs. LPT members will need to identify what actions have been completed, which have been deferred, and which ones should be deleted from the updated MJHMP. The effectiveness of these mitigation actions will be evaluated, and that information will in turn be used to inform the development of new mitigation actions.

Mitigation Actions

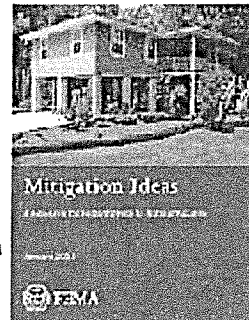
Wood will work with the MAC and LPTs to develop mitigation actions. Mitigation actions may include structural measures, such as construction and infrastructure projects, as well as non-structural measures such as planning efforts, policies and regulations, maintenance plans, natural systems protection, and training, and education and awareness programs. The new actions will be developed from reviewing the validity and status of existing actions in the previous plan and by utilizing the Risk Assessment. With the status of actions identified, Wood will lead a discussion with the MAC where additional mitigation alternatives will be presented, and MAC members will be asked for their input about the alternatives. In developing mitigation alternatives to address the priority hazards within Santa Barbara County, the team will adhere to the model of mitigation activities promoted by DMA, FEMA's CRS, and the FMA program, which categorizes mitigation measures into the following six categories:

- Preventative Measures;
- Property Protection;
- Emergency Services Measures;
- Structural Projects;
- Natural Resource Protection; and
- Public Information Programs.

Wood will then provide the MAC with a set of criteria and review their potential for selecting and prioritizing mitigation measures. These criteria will follow the STAPLE/E approach detailed below (unless the HMPS wishes to develop and use different criteria):

- Social acceptability;
- Technical feasibility;
- Administrative feasibility;
- Political acceptability;
- Legality;
- Economic feasibility (Availability of funding and cost effectiveness); and
- Environmentally sound.

The criteria will then be applied to select and prioritize mitigation activities that will reduce the vulnerability to the destructive consequences of hazards within the County and specific communities and to promote efficient recovery and reconstruction when disasters do occur. Each recommended action will have a responsible party identified and will include a description of the risk reduction objectives addressed, the alternate measures considered but not selected, an approximate benefit/cost estimate, and a description of possible funding sources. As mitigation alternatives are finalized in coordination with the MAC and LPTs, timelines for project completion, and descriptions of those entities responsible for project implementation will be specified. Wood will also rely on other planning documents and tools, such as FEMA's 2013 Mitigation Ideas.



The mitigation strategy will address any proposed mitigation measures that involve more than one jurisdiction. This will be clearly identified within the MJHMP.

Mitigation Measures Implementation Plan

Wood staff will work with the MAC and LPTs to develop a mitigation implementation plan with priorities that includes identification and analysis of possible grant and funding opportunities. Each recommended action will have a responsible party identified and will include a description of the risk reduction objectives addressed, the alternate measures considered but not selected, an approximate benefit/cost estimate, and a description of possible funding sources. As the mitigation alternatives are developed and finalized, timelines for project completion, as well as

descriptions of those entities responsible for project implementation will be specified. Each mitigation action will include an identification of the potential sources for funding necessary to implement the selected mitigation measures.

Task 4 Deliverables

- Draft Mitigation Goals and Programs/Actions
- Draft Mitigation Implementation Plan

Task 5. Draft 2022 Hazard Mitigation Plan and Final 2022 Hazard Mitigation Plan

Draft Hazard Mitigation Plan

Based on information collected during each of the phases above, Wood will prepare the administrative draft MJHMP, compliant with the DMA 2000 and Cal OES requirements. Wood will ensure that each required component for each plan participant is included in the HMP through an independent QA/QC review against the FEMA Plan Review Tool. The latest version of this tool will be obtained from OES. Once complete, the administrative draft MJHMP will be provided to the MAC for electronic review and comment and discussed during a MAC meeting. This will also be an opportunity to address any remaining gaps or refine areas of concern. Wood will solicit comments from the MAC and incorporate the comments into a Draft MJHMP. The Draft MJHMP will be used by the County for to post digitally and physical printing.

The Draft MJHMP will include the following contents, informed by stakeholder outreach conducted in Task 2 and structured as approved in consultation with the MAC:

- Introduction
 - Executive Summary
 - Participating Jurisdictions and Organizations
 - Plan Adoption and Approval
 - Record of the Planning Process
 - Record of the Public Involvement Process
- Hazards Assessment
 - Capability Assessment
 - Hazard Profile and Risk Assessment
- Hazard Mitigation Strategy
 - Mitigation Goals and Objectives
 - Progress on Mitigation Actions to Date
 - Mitigation Actions
- Plan Implementation and Maintenance
 - Monitoring, Evaluation, and Update Process
 - Integration with Other Planning Mechanisms
 - Implementation Schedule
 - Continued Public Involvement Strategy

- Annex for Cities and Special Districts
- Attachments or Appendices (as needed)

The Draft MJHMP will be made available to the public and all stakeholders during a 45-day public review period. During the public review period, a public workshop will be held to introduce the Draft MJHMP to the public and solicit feedback. An online form will be developed so the public can provide comments on the plan (see Task 2).

Final Hazard Mitigation Plan

Based on feedback from the public, Wood will develop an Administrative Final MJHMP with all annexes and appendices to submit to Cal OES and FEMA Region IX for preliminary review and approval. This submittal will include a completed FEMA Plan Review Crosswalk that details how the plan meets DMA requirements, as well as the County's CRS credit worksheets (CRS Activity 510) to calculate and document all CRS credits for the project. Wood's proposed approach suggests that the County request this preliminary review and interim approval from Cal OES and FEMA prior to formal Board of Supervisors adoption. Wood has used the preliminary review approach with all its plans in the past, as recommended in the latest DMA planning guidance, which helps to save decision-makers from having to adopt the plan twice if changes are requested.

Based on FEMA and Cal OES review, Wood will make required revisions, per the Crosswalk Reference Document, and make any required follow up actions to the MJHMP. Wood will also use the FEMA Region IX Review Tool prior to plan submittal and adoption. The Final MJHMP will be provided to the County for Board adoption. The Final MJHMP will also be distributed to participating jurisdictions for independent adoption.

To assist with adoption proceedings for the County and participating agencies, our team would prepare an editable staff report to serve as a basis for the Board letter or City Council/District reports. This staff report will provide an overview of the project and an executive summary of changes between 2017 and 2022 MJHMPs, highlighting the high threat risks and how they have changed and new or refined mitigation measures. The final product will be of a professional quality with maps, diagrams, tables and/or text in a format that will print out clearly and to the satisfaction of OEM staff.

Wood staff will attend the Board hearing and will be available to help answer questions and facilitate adoption; attendance at Council or District hearings would be available on a time and materials basis, of participating jurisdictions. Through the adoption hearings, Wood staff will compile each participating agency's official actions to approve and adopt the 2022 Final MJHMP and submit this compiled documentation to FEMA. The project shall be considered completed when the MJHMP and final documentation is accepted by FEMA.

Task 5 Deliverables

- Administrative Draft MJHMP in electronic formats to the MAC and each LPT
- Draft MJHMP to the public in electronic format with online form to collect comments on the plan

- Administrative Final MJHMP for review by Cal OES and FEMA
- Final MJHMP in thirteen (13) hard copies (hard bound with tabs) and thirteen (13) electronic copies (USB Drives with one (1) Word Format and one (1) PDF Format of the final FEMA and Board approved 2022 MJHMP
- All mapping and data developed as part of the planning process, provided to OEM in an editable electronic format for future planning endeavors. All final maps and data will be provided to participating agencies in ArcGIS supported GIS format.
- Up to two (2) hard copies of the Final MJHMP with appendices provided on a CD affixed to the back cover and a digital copy of the complete Final MJHMP with final documentation for submittal to FEMA and Cal OES.

Schedule

Wood will submit the Final MJHMP to Cal OES and FEMA at least six months prior to the expiration date of the 2017 HJHMP to allow for adequate time for review and adoption (9/26/2022)

We have prepared a strategic schedule to complete the MJHMP Update within 18 months of project kickoff. The proposed schedule based on the RFP is outlined below and shown graphically by task in the following figure.

- We anticipate project kickoff and background review and launch of stakeholder involvement tasks in early 2021, including initial MAC, LPT, and public workshops in February and March 2021.
- We would complete the hazard identification, risk assessment, and vulnerability analysis in June 2021.
- Mitigation planning, including goals, measures, actions, and priorities, would be complete by September 2021.
- We would release the Draft MJHMP to the public following review by the MAC and LPTs in November 2021.
- Following a 45-day public review period, the Administrative Final would be submitted to FEMA and Cal OES by March 2022. This would permit more than 6 months for review and adoption of the Final MJHMP prior to the expiration date of the 2017 MJHMP (September 26, 2022).
- The Final 2022 MJHMP would be adopted locally through May 2022 and submitted to FEMA in June 2022.

Wood has the availability to begin this work on the completion of a contract or written notice to proceed. Note that to allow adequate time to complete the project in accordance with the above schedule it will be important to be under contract as soon as possible in 2021. Wood is flexible and can adjust this schedule to best suit the needs of the County.

Assumptions

Wood has included the following cost assumptions for this scope of work:

- Digital and/or hard copy versions of relevant documents and available data, reports, and technical studies (e.g., available maps, GIS data, technical studies, plans, facilities lists and assessment, etc.) will be provided to Wood expeditiously following project kickoff. Delays in receipt of requested data or documents will cause a slip in schedule and an equitable adjustment in cost based on time and materials needed.
- Substantive changes to the priority hazards or mitigations and baseline data/assets by the County or LPTs, once vulnerability analysis has begun, will cause a slip in schedule and an equitable adjustment in cost based on time and materials needed.
- Substantive changes to the scope of the MJHMP by the County will cause a slip in schedule and an equitable adjustment in cost based on time and materials needed.
- Wood assumes that the project will be completed consistent with the proposed schedule. Delays of greater than two (2) months for any phase or task may lead to a change in costs or effort.
- Wood is not responsible for any omission of data or analyses that are not provided or identified to Wood by the County, its representatives, or contractors.
- To minimize conflicting comments between County departments, the County will consolidate department/ division comments on draft documents into each round of review (assumed to be in MS Word tracked changes).
- Technical studies outside this scope of work can be prepared under a separate proposal.
- This proposal relies on existing available data sources and technical reports. Scope does not include fieldwork or technical studies of existing conditions (e.g., hydrology, geology, biology, cultural resources, etc.).
- The MJHMP will be based on existing geodata and methodologies for projecting hazards. No remote sensing, GPS, or other original data collection or analysis will be required to complete the MJHMP. Our team can provide these services on a time and materials basis.
- Wood will produce all GIS maps, figures, and graphs for the MJHMP, but assumes the County and LPTs will provide all GIS base layers and critical facility data layers (e.g., parcel layers, etc.); data not available locally will be sourced from state and federal datasets where applicable.
- Assumes there will be a total of 13 jurisdictions that will participate again in the effort; other jurisdictions developing a plan in parallel to this project is not included in this budget, but allowance for incorporation of the information is.
- The City of Carpinteria is preparing a local HMP in parallel with the MJHMP. As such, the results of that separate process would be incorporated into the annex for Carpinteria as one of the participating jurisdictions. The Wood team would limit LPT outreach to Carpinteria to effort required to coordinate the parallel efforts and ensure consistency between the MJHMP and the City's local HMP.
- This scope of work does not include the preparation the CEQA document for the project. Any CEQA document required would be completed under a separate scope of work.
- Document reproduction is estimated at \$50 per copy of the MJHMP with digital appendices.

- Mileage is reimbursable at \$0.56 per mile.
- Court reporters and in-person interpreter services are not included in this scope of work and can be provided for an additional fee.
- Wood will attend and help facilitate up to 38 meetings or hearings, including one (1) kickoff meeting, six (6) MAC meetings, one (1) LPT workshop plus up to two (2) LPT-specific conference calls or virtual meetings, three (3) public workshops, and one (1) County Board of Supervisors Hearing. Our team would also attend monthly project calls with OEM staff. All meetings are presumed to be virtual using a County-approved platform such as Zoom, GotoMeeting, or Microsoft Teams. If public health guidelines allow, we would facilitate up to two (2) MAC meetings and one (1) public workshop in-person. For budgeting purposes, in-person meetings would require a total of three (3) trips by three Wood staff (two trips by Mr. Jeff Brislaw from our Boulder, CO office and six total trips by staff from the Santa Barbara office for the MAC meetings). Where possible to reduce travel costs and/or virtual meeting planning efforts, public workshops will be held in the same week as the MAC meetings.
- Our Project Manager, Deputy Project Manager, and Hazards Lead would attend all meetings. All staff members would be available to attend meetings on a time and materials basis, estimated at a cost of between \$500 and \$1,200 depending on travel requirements.
- Wood will prepare a meeting agenda, sign-in sheet, PowerPoint presentation and handouts, worksheets, and a meeting summary for the MAC and LPTs meetings and public workshops. We assume the County will locate and provide meeting space and other supplies, or provide the preferred virtual meeting program, as requested.
- Any in-person background research needed will be performed in conjunction with travel for meetings.
- Wood reserves the right to partially bill for partially completed work where unanticipated delays or changes to project schedule occur in no fault of Wood's team.
- Wood reserves the right to move budgeted effort between Tasks described in our Proposal.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 213,089.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. The Contractor will track all hours and costs to facilitate reimbursement by the County, as applicable, in accordance with State and Federal law including but not limited to Title 2, CFR, Part 200, and Title 44, CFR Part 207. Timesheets will include specific descriptions of tasks performed and results achieved.

EXHIBIT C
**Indemnification and Insurance Requirements
(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

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

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Baron Goldschmidt
48E1F6D027E24A3

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

1/15/2021 | 8:44 AM PST

Date

EXHIBIT E
Timeline

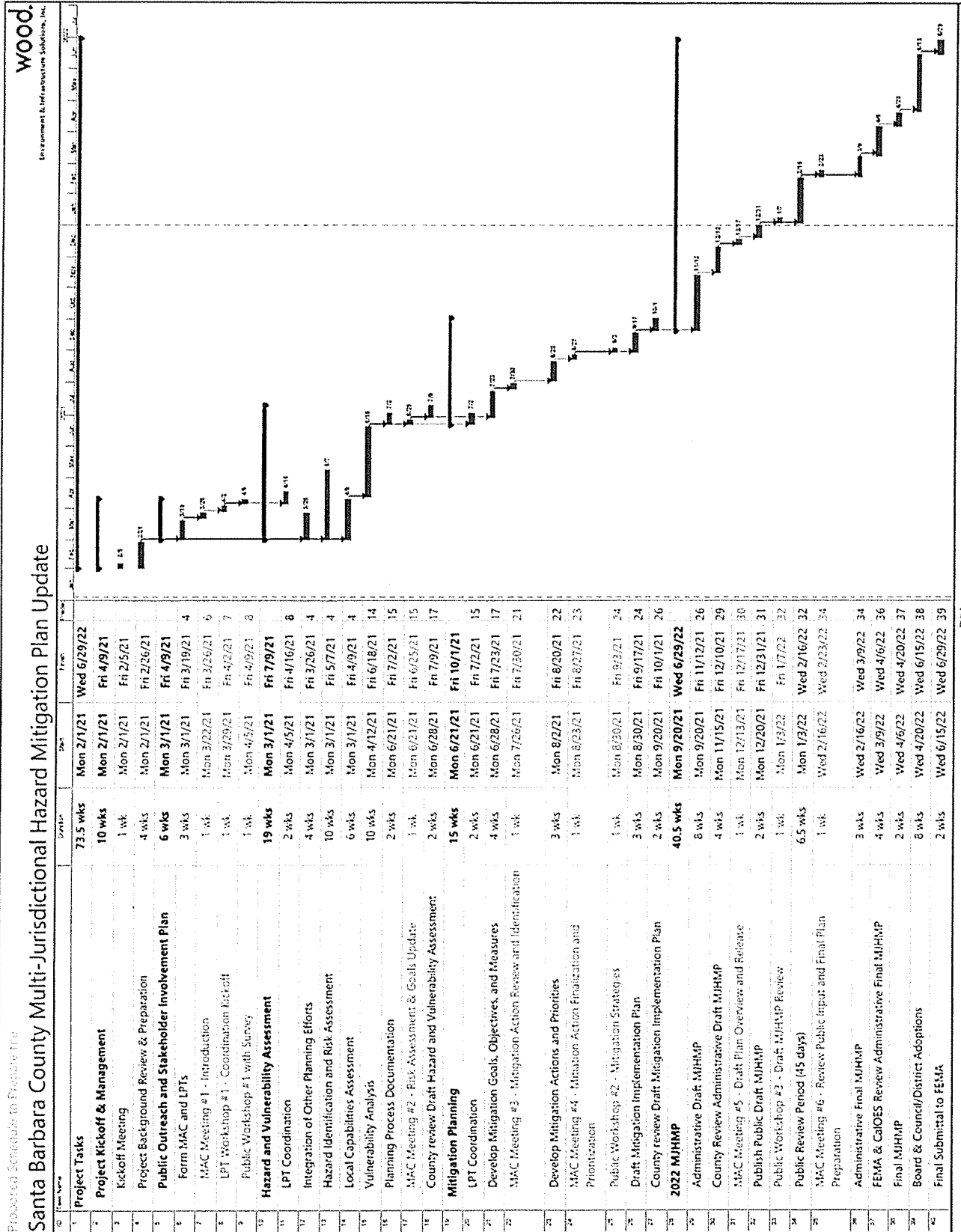


EXHIBIT F
Outreach Plan to Satisfy FEMA Requirements

See Appendix A-2 Task 2: Stakeholder Involvement of this agreement